

**HUNT COUNTY**

★ TEXAS ★

FILED IN RECORDS  
JENNIFER LINDENZWEIG  
CLERK COUNTY CLERK HUNT CO. TX  
16 SEP -9 AM 10:17  
BY: DEPUTY

## ***NOTICE OF PUBLIC HEARING***

**John L. Horn**

*Hunt County Judge*

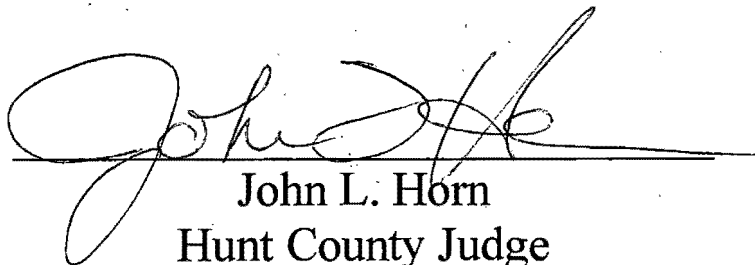
**Amanda L. Blankenship**  
Executive Assistant

903.408.4146  
903.408.4299 Fax

Post Office Box 1097  
Greenville, TX  
75403-1097

Please be advised that a public hearing regarding the recommendation of the Lake Tawakoni Planning & Zoning Commission to change the zoning classification of a certain tract being described as A0237 Davidson Samuel L, Tract -1, Acres 53.11, Hunt County Appraisal District Property ID #114406, located FM 751, Quinlan, Texas, and being owned by AMG Resorts, LLC from Single Family 40 to Resort Commercial zoning district on Tuesday, September 13, 2016, at 10:00 AM, in the Auxiliary Courtroom, 2700 Johnson Street, Greenville, Texas 75401.

This hearing is considered an Open Meeting, and shall be conducted as such, therefore the public is welcome to attend. Should you have any questions, please feel free to contact Amanda Blankenship at 903-408-4146.

  
**John L. Horn**  
Hunt County Judge

# 14,275(1)

# OFFICE OF THE COUNTY ATTORNEY

HUNT COUNTY, TEXAS

P.O. Box 1097  
Greenville, Texas 75403-1097  
Phone (903) 408-4112  
Fax (903) 408-4297

FILED FOR RECORD  
at 12:40 o'clock P M

SEP 13 2016

JENNIFER LINDENZIWEIG  
County Clerk, Hunt County, TX

By: *[Signature]*  
Amenda Henderson  
Office Manager

**Joel D. Littlefield**  
*County Attorney*  
**Wiley R. Hollopeter**  
**Matthew B. Morris**  
**Trevor J. Melvin**  
**Truitt Rosane**  
**Eric Lisowski**  
**Brian Durst**  
**Holly Peterson**  
*Assistant County Attorneys*



**Janice Evans**  
**Maria M. Ornelas**  
**Alicia Manning**  
*Legal Assistants*  
**Brandon Bobbitt**  
**Mike Pierce**  
*Criminal Investigators*

August 19, 2016

Mrs. Cheryl Lowry  
Hunt County Purchasing Agent  
2507 Lee Street, 1<sup>st</sup> Floor  
Greenville, Texas 75401

*Via hand delivery*

**RE: Purchase of Firearm and Badge**

Dear Mrs. Lowry:

Please process the purchase of a firearm and badge from retiring Investigator Mike Pierce. Inv. Peirce would like to purchase his Investigator's badge and duty weapon upon his retirement from Hunt County in September 2016. Texas State Statues allow a retiring Texas Peace Officer to purchase his duty weapon from the agency, with the agency's approval.

Mr. Pierce wishes to purchase a Glock Model 22 .40 caliber Serial #LAN6777 for \$295.00, which was his duty weapon and his Law Enforcement badge for \$5.00 which were in his possession during his time as Investigator at the Hunt County Attorney's Office.

Please let me know if I need to do anything further regarding Mr. Pierce's request.

Sincerely,

*[Signature]*  
Joel D. Littlefield  
Hunt County Attorney

JDL/ah

# OFFICE OF THE COUNTY ATTORNEY

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P.O. Box 1097  
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**Brandon Bobbitt**  
**Mike Pierce**  
*Criminal Investigators*

August 19, 2016

Mr. Joel D. Littlefield  
Hunt County Attorney  
2507 Lee Street, 4<sup>th</sup> Floor  
Greenville, Texas 75401

*Via hand delivery*

**RE: Purchase of Firearm and Bagde**

---

Dear Mr. Littlefield:

State Statutes allow a retiring Texas Peace Officer to purchase his duty weapon from the agency, with agency approval. I would like to purchase my duty weapon and badge when I retire from the Hunt County Attorney's Office in September, 2016.

The purchase of said weapon and badge from the agency will not leave the agency without sufficient weapons and/or badges. The weapon I wish to purchase is a Glock Model 22 .40 caliber Serial #LAN6777. The weapon was seized by Hunt County in 2009 thru Cause Number CR0901629 which is filed in the Hunt County Court at Law No. 1.

I have discussed the purchase with Hunt County Purchasing Agent, Herman Orange. Herman will need a memo from you in order to process the purchase.

Sincerely,

Mike Pierce, Investigator  
Hunt County Attorney's Office

MP/ah  
enclosure

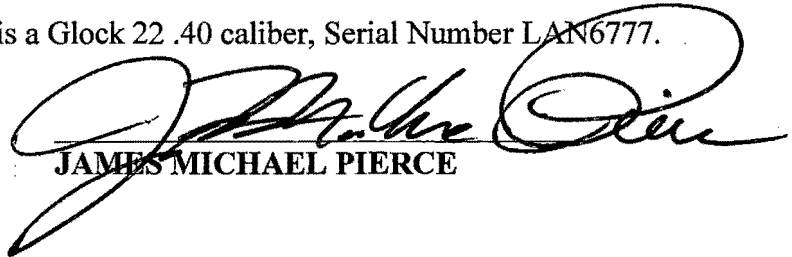
# AFFIDAVIT

STATE OF TEXAS §

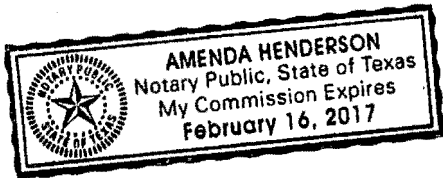
COUNTY OF HUNT §

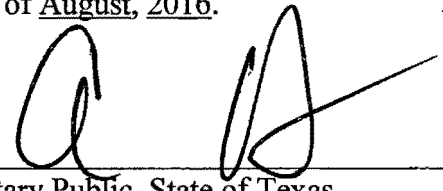
Before me, the undersigned authority in and for the State of Texas, on this day personally appeared **JAMES MICHAEL PIERCE** who, after being duly sworn, deposes and states as follows:

My name is **JAMES MICHAEL PIERCE (TCOLE PID #33346)**. I am retiring from my position as Investigator for the Hunt County Attorney's Office. I have read the foregoing request to purchase my duty-issued handgun from the Hunt County Commissioner's Court. I swear and affirm that I meet all requirements to purchase my previously issued service handgun as provided by Government Code 614.051 and Code of Criminal Procedure, Article 2.12. The handgun is a Glock 22 .40 caliber, Serial Number LAN6777.

  
JAMES MICHAEL PIERCE

Subscribed and sworn to before me on this the 19th day of August, 2016.



  
\_\_\_\_\_  
Notary Public, State of Texas



**variverge**  
data+print+mail

920 SW 9th + Amarillo, Texas 79101  
1.888.288.6693 + [variverge.com](http://variverge.com)

#14,275(3)

# Estimate

Date	Estimate #
8/18/2016	01062703

<b>Name / Address</b>
Hunt County Tax Office Attn: Cheryl Blue 2016 Tax Statement Print & Mail

FILED FOR RECORD  
at 12:40 o'clock P M

SEP 13 2016

JENNIFER LINDENZWEIG  
County Clerk Hunt County, TX  
By *J. Lindenzweig*

Project

Description	Qty	Rate	Total
Perforated Blue Paper for Laser Printing	70,000	0.02045	1,431.50
Laser Printing (Duplex Tax Statement)	110,096	0.03	3,302.88
Rendering (Fold/Insert/Meter)	34,435	0.04	1,377.40
Offset Printing (#9 Reply Envelopes)	34,435	0.0207	712.80
1st Insert (#9 Reply Envelopes)	34,435	0.01	344.35
Flats	59	0.75	44.25
#10 Special Window Envelopes with Printed Return Address	35,000	0.02275	796.25
Postage Estimate	34,435	0.376	12,947.56
Freight Estimate	1	220.00	220.00

Freight estimates are subject to change due to fuel cost.	<b>Subtotal</b>	\$21,176.99
	<b>Sales Tax (8.25%)</b>	\$0.00
	<b>Total</b>	\$21,176.99



#14,275(4)



Service Agreement Number CS002885

Service Agreement

FILED FOR RECORD at 12:42 o'clock P M

SEP 13 2016

JENNIFER LINDENZWEIG County Clerk, Hunt County, TX By [Signature]

Date of Agreement 10/01/16
Term Commencing on the Date of Agreement and Ending on 09/30/17
Company RAPISCAN SYSTEMS INC
Address 2805 COLUMBIA STREET, TORRANCE, CALIFORNIA, 90503, USA
Customer C009948 Hunt County
Customer Address Bill-to 2507 Lee street Room 104 Greenville TX, 75403 USA
Customer Contact Blaine Roberts
Contact Phone 903.408.4148
Contact Fax
Equipment See Equipment List on Appendix "A"
Equipment Location See Equipment List on Appendix "A"
Service Plan 8X5
Annual Charge 4,620.00

Special Terms

This Service Agreement ("Agreement") is entered into as of the Date of Agreement, by and between Rapiscan and Customer. Customer hereby engages Rapiscan, and Rapiscan accepts such engagement, to perform repair and maintenance services in connection with the Equipment, on the terms of this Agreement.

This Agreement is subject to the Equipment List set forth on Appendix "A," and the Terms and Conditions set forth on Appendix "B", each of which is attached hereto and incorporated herein by reference.

In Witness Whereof, each of Rapiscan and Customer has caused this Agreement to be signed by its duly authorized representative as of the Date of Agreement.

RAPISCAN SYSTEMS INC

CUSTOMER

Signature

Roxanna

Digitally signed by Roxanna Hager-Ring DN: dc=COM, dc=OSIENT, dc=NA, ou=Sites, ou=Torrance, ou=Employees, cn=Roxanna Hager-Ring Date: 2016.10.05 11:14:28 -0700

Signature:

[Handwritten signature]

Name :

Hager-Ring

Name :

Title :

Title :

Contact Rapiscan Customer Support by calling 1-888-258-6684 (toll free in USA) or +1-310-349-2477 or by emailing customerservice@rapiscansystems.com

FILED FOR RECORD at 3:35 o'clock P M

OCT 06 2016

JENNIFER LINDENZWEIG County Clerk, Hunt County, TX By [Signature]

Customer [Signature]



Service Agreement Number CS002885

**Service Agreement**

**Appendix "A"**

**Equipment List**

<b>Equipment Location</b>	<b>Model</b>	<b>Serial #</b>
Greenville, TX	RAP 620XRW, X-RAY SYS 14	61135P36-0

Customer 



## Appendix "B"

## Terms and Conditions of Service Agreement

**1. Defined Terms.** Terms not defined in these Terms and Conditions shall have the meanings given to them in the Service Agreement between Rapiscan and Customer.

**2. Platinum, Gold and Silver Services.** Rapiscan shall provide the following services (collectively "Services") to customers that have selected a Platinum, Gold, or Silver Service Plan: (a) Telephone Support, (b) Preventative Maintenance and (c) System Repairs (each as individually defined below).

**2.1. Telephone Support.** "Telephone Support" consists of responding to telephone and email inquiries received by Rapiscan's Customer Service Department (24 hours per day, every day of the year) from the Customer Contact regarding Equipment Errors. The Customer Contact shall report all Equipment Errors to Rapiscan's Customer Service Department by calling 1-888-258-6684 (toll free in US) or +1-310-349-2477 or by emailing customerservice@rapiscansystems.com. "Equipment Errors" means a reproducible failure of the Equipment to operate in accordance with such Equipment's published specifications.

**2.2. Preventative Maintenance.** "Preventative Maintenance" consists of performing, one time per year, visual, electrical, image quality, and radiation checks necessary to confirm that the Equipment is performing, at the time of such checks, in accordance with its technical specifications.

**2.3. System Repairs.** "System Repairs" consists of onsite remedial maintenance performed by Rapiscan to repair Equipment and shall include the furnishing of necessary replacement parts. If Customer has selected the Platinum Service Plan, (a) System Repairs shall be initiated within 24 hours of Customer's request, (b) System Repair work shall be available 24 hours per day, every day of the year, and (c) Rapiscan shall ship replacement parts to the Location by air or ground transportation, whichever is fastest. If Customer has selected the Gold Service Plan or the Silver Service Plan, (a) System Repairs shall be initiated within 48 hours of Customer's request, (b) System Repairs shall be performed between the hours of 8:00a.m. and 5:00p.m. (Location time), Monday through Friday, excluding Rapiscan Holidays, and (c) Rapiscan shall ship replacement parts to the Location by ground transportation whichever is fastest. If Customer has selected the Silver Service Plan, Rapiscan shall be entitled to charge Customer for travel (e.g., transportation, meals, lodging) incurred in connection with performing System Repairs at Locations that are more than 100 miles from a Rapiscan service center.

**3. Preventative Maintenance Services.** If Customer has selected the Preventative Maintenance Only Service Plan, the Services shall consist only of Preventative Maintenance and shall not consist of Telephone Support or System Repairs.

**4. Motor Services.** If Customer has selected the Motor Service Plan, the Services shall consist of Telephone Support and Motor Repairs, but shall not consist of System Repairs or Preventative Maintenance. "Motor Repairs" consists of replacement of the MELS Electronics Unit ("MELS Unit") of the Equipment. If, during Telephone Service, Rapiscan determines that the MELS Unit of any Item of Equipment requires repair or replacement, Rapiscan shall issue to Customer a return materials authorization ("RMA") number. Following the issuance of an RMA number, Rapiscan shall deliver to Customer, within five business days, a replacement MELS Unit. Delivery shall be DDP Location (Incoterms 2000). Upon receipt, Customer shall carefully remove the replacement MELS unit and then, within two business days of its arrival at the Location, use the same packaging to return the non-working MELS Unit to Rapiscan. Delivery shall be DDP Rapiscan Address (Incoterms 2000).

Customer shall be responsible for installing the replacement MELS Unit. If the non-working MELS Unit is not returned to Rapiscan within five business days of the delivery to Customer of the replacement MELS Unit, Rapiscan shall be entitled to invoice Customer for the replacement MELS Unit (at Rapiscan's then-current spare parts pricing). In addition, if, upon return to Rapiscan, a MELS Unit is found in good working order, Rapiscan shall be entitled to invoice Customer for all shipping and handling expenses incurred by Rapiscan in connection with delivering the replacement MELS Unit, plus a fee of 20% of the MELS Unit price (for testing and re-stocking).

**5. Access to Location(s).** Customer agrees to grant Rapiscan prompt access to enter the Location(s), at any time during the Term, for the purpose of performing the Services. Customer warrants that it is either the owner of the Location(s) or that it has the authority to grant Rapiscan such access. If Customer is not the owner, Customer is responsible for obtaining all necessary approvals from the owner of the Location in order to allow Rapiscan into the Location(s) to perform the Services. Customer shall indemnify, defend and hold harmless Rapiscan, including its affiliates, subcontractors and agents, and its and their officers, directors, managers, and employees, from and against any demand, claim, action, liability, loss (including, without limitation, interest, penalties, attorney fees and expenses) asserted against, relating to, imposed upon or incurred by any of the foregoing by reason of or resulting from any injury to any Rapiscan employee, subcontractor, or other party engaged by Rapiscan to perform Services, if such injury was caused or contributed to by a dangerous condition or event at a Location.

**6. Service Limitation.** Rapiscan reserves the right to refuse to perform any Services if: (i) an item of Equipment was not in good operating condition on the Date of Agreement; (ii) Customer has failed to use the Equipment in accordance with Rapiscan's manuals, instructions and/or other procedures that Rapiscan has made available to Customer or that it makes available to purchasers of the Equipment generally; (iii) Customer has failed to timely report an Equipment Error in accordance with the procedures established by Rapiscan to identify and report Equipment Errors to Rapiscan's Customer Service Department; (iv) an item of Equipment is moved from its Location; (v) a Location is not, in Rapiscan's opinion, a safe or clean operating environment; (vi) Rapiscan is not granted prompt access to a Location upon arrival to perform Preventative Maintenance or System Repairs; (vii) an item of Equipment has been modified without Rapiscan's prior written consent; (viii) an item of Equipment has been damaged by neglect, misuse, mishandling, failure of electrical power, user error, liquids, or as a result of any other cause external to the Equipment; (ix) Customer has failed, during the Term, to timely pay, in whole or in part, any invoice issued by Rapiscan; or (x) Customer is in breach of this Agreement or any other agreement with Rapiscan (this statement shall not be construed to limit any other rights or remedies available to Rapiscan for any such breach). Rapiscan also reserves the right to refuse to perform any Services if, due to the age of an item of Equipment, Rapiscan is unable to procure, unable to timely procure, or unable to procure at a reasonable price, through Rapiscan's regular supply channels, the spare parts required to perform a Service. In such event, Rapiscan shall notify Customer and thereupon such item of Equipment shall no longer be deemed Equipment covered by this Agreement. Rapiscan shall also calculate the portion of the Annual Charge attributable to such item of Equipment and shall return to Customer a prorated amount, calculated based on the number of days remaining in such annual period. If such



Equipment is the only Equipment covered by this Agreement, this Agreement shall thereupon be deemed to terminate, without further notice. If, on the other hand, such Equipment is not the only Equipment covered by this Agreement, this Agreement shall not be deemed to terminate and the Annual Charge due in future years of the Term shall be automatically reduced by that portion of the Annual Charge that was attributable to such item of Equipment.

**7. Additional Services.** If Rapiscan agrees to perform any services not covered by the Services ("Additional Services"), such Additional Services shall be billable at Rapiscan's then-current time and materials rate in effect for the region in which the Equipment is located. Additional Services include, but are not limited to, performance of Services outside of Rapiscan's regularly-scheduled business hours and performance of any services excluded under Section 6).

**8. Termination.** Either party may terminate this Agreement for material breach following delivery of written notice describing the nature of such breach and giving 60 days' opportunity to cure such breach.

**9. Payment.**

**9.1. Charges.** The Annual Charge shall be due on the Date of Agreement and on each yearly anniversary of the Date of Agreement during the Term. Rapiscan may increase the amount of the Annual Charge on 90 days' written notice. All other amounts charged under this Agreement shall be due within 30 days of date of invoice therefore. Late payments shall accrue at the rate of 1.5% per month, or the maximum rate permitted by law, whichever is lower.

**9.2. Taxes.** Customer shall, in addition to any other amounts payable under this Agreement, pay all sales, use and other taxes, federal, state, local, or otherwise, which are levied or imposed by reason of the Services performed under this Agreement.

**9.3. Notice of Payment Dispute.** Subject to applicable law, if Customer intends to dispute any amount due hereunder, Customer must notify Rapiscan in writing within 30 days of the date such payment is originally due. Customer waives its right to dispute such amounts or to bring or participate in any legal action involving a dispute of such amounts if not reported within such period.

**10. Excusable Delay.** Rapiscan shall not be responsible for any delay or non-performance of its obligations hereunder to the extent and for such periods of time as such delay or non-performance, defective performance or late performance is due to causes beyond its control. Excusable delays include, but are not limited to, acts of God, war, acts of any government in either its sovereign or contractual capacity, fire, explosions, sabotage, the elements, epidemics, quarantine restrictions, strikes, lockout, embargoes, unusually severe weather, delays in transportation, airline schedule, fuel shortages, or delays of suppliers or subcontractors for like causes.

**11. Disclaimer of Warranties.** RAPISCAN'S SOLE OBLIGATION AND CUSTOMER'S SOLE REMEDY UNDER OR IN CONNECTION WITH THIS AGREEMENT IS FOR RAPISCAN TO USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE SERVICES IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. RAPISCAN MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT WILL OPERATE AS REQUIRED WITHOUT INTERRUPTION, DELAY OR ERROR. RAPISCAN DOES NOT WARRANT ANY "UP-TIME" OR "DOWN-TIME" OF THE EQUIPMENT.

**12. Limitation of Liability.** RAPISCAN'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE ANNUAL CHARGE.

**13. No Indirect or Consequential Damages.** RAPISCAN SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

**14. Reciprocal Waiver of Claims.** As the Services may be deployed in defense against or to assist in the detection of an Act of Terrorism (as such term is defined under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002) before it occurs, Rapiscan and Customer each agree to waive all claims against the other (including those of or against their officers, directors, employees, subsidiaries, affiliates, agents, subcontractors or other representatives) for losses, including business operation losses, resulting from or related to such Act of Terrorism.

**15. Miscellaneous Provisions:**

**15.1. Independent Contractors.** Each of Rapiscan and Customer is an independent contractor and neither party's personnel are employees or agents of the other party. Each party assumes sole and full responsibility for the acts and omissions of its own employees, representatives and agents. Except for the specific obligations set forth in this Agreement, nothing hereunder shall be deemed to constitute, create, give effect to or otherwise recognize a joint venture, partnership or business entity of any kind, nor shall anything in this Agreement be deemed to constitute either party as the agent or representative of the other.

**15.2. No Third Party Beneficiaries.** It is not the intention of the parties to confer a third party beneficiary right of action upon any third party or entity whatsoever, and nothing in this Agreement will be construed to confer upon any third party other than the parties hereto a right of action under this Agreement or in any manner whatsoever.

**15.3. Customer Contact.** The Customer may change its Customer Contact at any time by delivery of written notice to Rapiscan in accordance with Section 15.4.

**15.4. Notice.** Any notice (other than routine reports regarding Equipment Errors) required or permitted hereunder shall be in writing, shall reference this Agreement and shall be deemed to be properly given: (i) when delivered personally; (ii) two days after deposit with a private industry express courier, for next day delivery, with written confirmation of receipt; or (iii) four days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All notices sent by Rapiscan shall be sent to the Customer Address, ATTN Customer Contact. All notices sent by Customer shall be sent to the Rapiscan Address, ATTN: VP Worldwide Customer Service, with a copy to Senior Director of Service at the same address, or to such other address or person as may be designated by Rapiscan by giving written notice to Customer pursuant to this Section.

**15.5. No Assignment.** Customer shall not be permitted to assign this Agreement, by operation of law or otherwise, without the express written consent of Rapiscan.

**15.6. No Amendment.** This Agreement may not be modified or amended except pursuant to a writing, signed by a duly authorized officer of each of Rapiscan and Customer.

**15.7. No Solicitation; No Hire.** During the Term and for two years thereafter, Customer agrees that it shall not, and will ensure that its affiliates do not, directly or indirectly, hire or solicit or attempt to solicit for employment any persons employed by Rapiscan or its affiliates or any party contracted by Rapiscan to provide Services to Customer.

**15.8. Governing Law.** This Agreement shall be construed in accordance with and governed by the internal laws of the State of California, U.S.A., without giving effect to

any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the parties. This Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

**15.9. Venue.** Except for matters of injunctive relief, for which either party may seek arbitration or initiate proceedings in any court of competent jurisdiction, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be finally and exclusively determined by binding arbitration. The number of arbitrators shall be one. The place of the arbitration shall be Los Angeles County, California. If Customer is headquartered in the United States, the arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. If Customer is headquartered outside of the United States, the arbitration shall be administered by the International Centre for Dispute Resolution in accordance with its International Rules. Judgment on the award rendered by the arbitration proceeding may be entered in any court of competent jurisdiction.

**15.10. Costs of Collection and Other Legal Fees.** If Rapiscan uses a collection agency to collect money owed by Customer, Customer agrees to pay the reasonable costs of collection. These costs include, but are not limited to, collection agency's fees, attorneys' fees, and arbitration or court costs. If any other legal, including, without limitation, an action for arbitration or injunctive relief, is brought relating to this Agreement or the breach hereof, the prevailing party in any final judgment or arbitration award, or the non-dismissing party in the event of a voluntary dismissal by the party instituting the action, shall be entitled to the full amount of all reasonable expenses, including all court costs, arbitration fees and attorneys' fees paid or incurred.

**15.11. No Waiver.** The waiver by either party of a breach of or a default under any provision of this Agreement

shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

**15.12. Entire Agreement.** These Terms and Conditions, the Agreement to which they relate, and any other Attachment referenced in the Agreement and incorporated therein by reference, constitute the final, complete and exclusive agreement of Rapiscan and Customer with respect to the subject matter hereof and thereof and supersede and merge all prior or contemporaneous proposals, discussions, negotiations, understandings, promises, representations, conditions, communications and agreements, whether written or oral, between the parties with respect to such subject matter and all past courses of dealing or industry custom.

**15.13. Severability.** If the application of any provision of this Agreement to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of this Agreement, shall not in any way be affected or impaired thereby and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties.

**15.14. Construction.** This Agreement has been negotiated by the parties and shall be interpreted fairly in accordance with its terms and without any construction in favor of or against either party.

**15.15. Counterparts.** This Agreement may be executed in counterparts, including by facsimile or other electronic signature.

[End of Appendix "B"]



# 14,275(5)

FILED FOR RECORD  
at 12:40 o'clock P M

SEP 13 2016

M&S Technologies  
14175 Proton Road  
Dallas, TX 75244

Ph: 512-448-9918  
Fx: 214-594-5736  
www.mandstech.com

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *Jennifer Lindenzweig*

TO:	QUOTE INFO:
Hunt County, TX 2500 Lee St Greenville, TX 75401-4213	Quote No. 081616MLRT09 Customer Name: Date: August 16, 2016 Expire Date: August 31, 2016 Email: Phone: (903) 408-4247 Submitted By: Melissa Logston melissa@mandstech.com
Mike Davis (903) 408-4247 mdavis@huntcounty.net	

Quantity	Item ID	Description	Unit	Total
<b>M&amp;S Sophos DIR Contract DIR-SDD-1531</b>				
325	SOPEUPY3	3 Year Sophos Govt Enduser Protection and Mail 10/19/2016-10/18/19	\$60.50	\$19,662.50
325	SOPCLNY3	3 Year Sophos Clean 10/19/2016-10/18/19	\$24.08	\$7,826.00
4	SOPPSENTHR	Sophos Professional Services, Enterprise Consulting - Hourly	\$285.00	\$1,140.00
1	August Promo	Early Renewal Savings	(\$6,109.12)	(\$6,109.12)
			<b>Net 30 Payment Option</b>	<b>\$22,519.38</b>
			<b>Annual Payment Option:</b>	<b>\$ 7,506.46 x3</b>
* Installment Payment Agreement Required				
* Service fees apply that may meet or exceed quoted discounts				

Standard payment terms for M&S Technologies, Inc. are Net-30 unless otherwise indicated on this quotation.

**Customer Authorization**

By execution of the signature line below, I represent that I am an authorized agent of the company and hereby agree to the terms, conditions and pricing contained in this estimate. I understand that this is a binding document that supersedes all prior verbal and written correspondence.

Signature of Authorized Agent:

Phone:

903-408-4146

Ext:

*[Handwritten Signature]*

September 13, 2016

Date:

# Installment Payment Agreement

(financing of software license; 0% interest)



Loan Number: \_\_\_\_\_

Debtor/Customer – Use EXACT registered name if a corp., LLC or LP			Federal Tax ID
County of Hunt			
Debtor/Customer's "d/b/a" (doing-business-as name), if any:		Customer's Chief Executive Office –	
		Street : 2507 Lee St.	
		City Greenville	
State	County	Zip Code	Customer's Telephone
TX	Hunt	75401	(903) - 408 - 4247
Software supplier's name & address:			
M&S Technologies, 14175 Proton Road Dallas TX 75244			
Title of software license/subscription agreement(s) to be financed pursuant to this agreement:			
3 Year Sophos Govt Enduser Protection and Mail 10/19/2016-10/18/19, 3 Year Sophos Clean 10/19/2016-10/18/19 325 users			
General description of software (include trade names, if any):			
3 Year Sophos Govt Enduser Protection and Mail 10/19/2016-10/18/19, 3 Year Sophos Clean 10/19/2016-10/18/19 325 users			

**Recitals:** The above-referenced debtor/customer (the "Customer") is entering into that certain software license or subscription agreement with either the above-referenced software supplier (the "Supplier") referenced above or the developer/owner of the software for whom the Supplier is an authorized reseller (the "License Agreement") pursuant to which Customer shall have the right to use the software referenced therein (the "Software"). The fair market retail cost of the license granted pursuant to the License Agreement is set forth below (the "Fair Retail Price"). The Supplier has offered to sell the Software license(s) referenced in the License Agreement to the Customer for the cash price set forth below (the "Cash Price"). The Supplier has also offered to provide to the Customer, through M&S Financial ("M&S"), interest-free financing of the Cash Price over a certain period (as set forth below) under an arrangement between Supplier and M&S pursuant to which Supplier will subsidize all finance charges that would otherwise be charged by M&S to the Customer. Supplier's subsidization of M&S's finance charges will be in the form of the Supplier's acceptance of a payment from M&S in an amount that reflects a discount of the Cash Price (the "Discounted Funding Amount"). Customer has chosen to accept such interest-free financing in lieu of paying the Cash Price in cash presently. Customer and M&S now desire to set forth their agreements relating to the above-described loan arrangement (this "Loan") in this writing (this "Installment Payment Agreement"). Now, therefore, in consideration of the mutual promises and undertakings of M&S and Customer as set forth below, and for other good and valuable consideration, Customer and M&S hereby agree as follows:

**Agreement:** Customer hereby requests M&S to pay to the Supplier an amount equal to the Discounted Funding Amount, and, in consideration of Customer's unconditional agreement to the terms and conditions set forth herein, M&S hereby agrees to do so promptly following Customer's execution and delivery of this Installment Payment Agreement to M&S and the satisfaction of other conditions precedent, if any, established by M&S. Subject only to M&S's payment of the Discounted Funding Amount to Supplier, Customer hereby agrees to pay to the order of M&S at its office in Texas, or at such other place as may be designated by M&S from time to time, an amount equal to the Cash Price, interest-free, in installments pursuant to the payment schedule set forth below. In addition, Customer shall pay to M&S, as invoiced by M&S, a one-time fee, as set forth below, for the M&S's origination, credit review, processing and documentation of this Loan (the "Processing Fee").

**TRANSACTION DETAILS AND PAYMENT SCHEDULE:**

Fair Retail Price of License Agreement: \$22,519.38	Cash Price of License Agreement: \$22,519.38
Term of Loan (the "Term"): 36 months	Date first payment is due: 10/15/16
Total number of payments: 3	Amount of each payment (a "Periodic Payment"): \$7,506.46 Payable: <input type="checkbox"/> monthly <input checked="" type="checkbox"/> annually <input type="checkbox"/> other:
Date term begins: (to be completed by M&S)	Total of payments: \$22,519.38
Finance charges payable by Customer: \$0 (zero)	Processing Fee: \$85.00

To secure Customer's payment and performance of its obligations hereunder, Customer hereby grants to M&S a continuing lien and security interest in the following property, whether now owned or hereafter acquired by Customer: the License Agreement, including, without limitation, the licenses granted thereunder, all rights to payment thereunder, including, without limitation, all rights to any refund, indemnification, and/or abatement to which Customer is, or becomes entitled, no matter how or when arising, whether such rights are classified as accounts, general intangibles, or otherwise, and all products and proceeds of any of the foregoing (collectively, the "Collateral"). Customer hereby authorizes M&S to file any and all financing statements and take all other steps necessary to perfect the grant of such security interest and to maintain perfection thereof under the Uniform Commercial Code and other applicable laws.

In the event Customer pays any Periodic Payment in whole or in part prior to the due date thereof, Customer agrees that the entire amount paid will be applied by M&S to the next-due Periodic Payment(s). Customer may prepay the Balance Remaining (as defined below) at any time without penalty. Because there is no interest component in this Loan, Customer shall not be entitled to any interest rebate, interest credit, "present value" credit, discount or any other rebate or credit if Customer prepays the Balance Remaining at any time. For purposes of this Installment Payment Agreement, the term "Balance Remaining" means, at any given time, an amount equal to the sum of all installment payment amounts and other fees and charges then due and past due, if any, and all unpaid installment payments to become due in the future through the remainder of the term of this Installment Payment Agreement. This Installment Payment Agreement may not be canceled by the Customer unless and until the entire Cash Price, plus other charges and fees due hereunder (if any) are repaid to M&S in full.

Time is of the essence in the payment of installments due hereunder. If any payment is not paid when due, then in addition to any other remedy M&S may have hereunder, M&S may impose and, if imposed, the Customer shall pay, immediately upon demand, (i) a late fee equal to 1% of the amount that is late, plus (ii) interest on the part of the payment that is late in the amount of 1.25% per month or the highest amount allowed by law, whichever is less ("Default Interest") from the due date to the date paid. If any check is dishonored, Customer shall pay M&S a fee of \$20.00.

Each of the following shall constitute a default (each an "Event of Default") hereunder: (a) the Customer's failure to make any payment or other amount

due hereunder within ten (10) days after such payment is due; (b) the occurrence of an event of default as defined in any other note or agreement (whether now existing or hereafter entered into) between Customer and M&S; (c) Customer or any guarantor or surety of Customer's obligations under this Installment Payment Agreement (each, a "Guarantor") shall cease doing business as a going concern or become insolvent or make an assignment for the benefit of creditors, or a trustee or receiver is appointed for Customer or any Guarantor or for a substantial part of Customer's or any Guarantor's assets, or bankruptcy, reorganization or insolvency proceedings are instituted by or against Customer or any Guarantor; and/or (d) any representation or warranty made by Customer or any Guarantor proves to be false or misleading in any material respect when made. Upon the occurrence of an Event of Default, M&S may do any one or more of the following as it may elect: (A) require Customer to pay to M&S, on demand, an amount equal to the sum of (i) all installment payments and other fees and charges then due and past due, if any, (ii) all remaining unpaid installment payments to become due during the Term, and (iii) Default Interest on the amounts specified in clauses "i," and "ii" above from the date of demand to the date paid, (B) terminate Customer's right to use the Software and to receive any related support services from the Supplier, (C) take possession of the Software, (D) require Customer to assemble the Collateral and make it available to M&S at a place to be designated by M&S which is reasonably convenient to M&S and Customer, (E) render the Software unusable by requiring Customer to remove the Software from any computer or other equipment, and/or (F) exercise any other remedy available to M&S at law or in equity. In addition, Customer hereby stipulates that, upon the occurrence of an Event of Default, money damages are not and will not be an adequate remedy, and that the terms hereof may be specifically enforced by a decree for the specific performance of any agreement contained herein or by an injunction against a violation of any of the terms hereof or otherwise. Customer agrees to pay all costs of collection and enforcement of this Installment Payment Agreement, including, without limitation, reasonable attorneys' fees, court costs and other reasonable expenses relating directly or indirectly to collection and enforcement.

Customer hereby represents and warrants to M&S that: (i) the statements set forth in the "Recitals" section on page one of this Installment Payment Agreement are true and correct; (ii) this Installment Payment Agreement has been duly authorized in accordance with Customer's by-laws or other organizational requirements and constitutes a legal, valid and binding obligation of Customer enforceable against Customer in accordance with its terms, except as enforcement may be limited by bankruptcy or other insolvency-related laws; (iii) the execution, delivery and performance of this Installment Payment Agreement will not violate or create a default under any law, regulation, judgment, order, instrument, agreement or organizational document binding on Customer; (iv) any and all information furnished to M&S by or on behalf of Customer is and will be true and correct in all material respects; and (v) Customer has requested this Loan solely for commercial purposes and not for personal, family or household purposes.

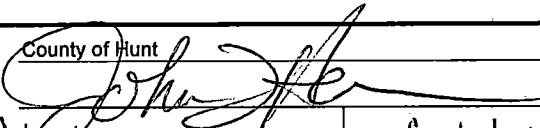
Customer shall not assign or delegate its obligations under this Installment Payment Agreement, and any such assignment or delegation shall be invalid and of no effect. M&S may, without notice to Customer, sell, assign or otherwise transfer its interests in this Installment Payment Agreement, in whole or in part, to a third party (a "New Owner"), in which case the New Owner will, to the extent of such sale, assignment or transfer, have all of M&S's rights and benefits hereunder but will not have to perform any of M&S's obligations (if any). Customer agrees not to assert against the New Owner any claim, defense or offset that Customer may have against M&S or any predecessor in interest.

Customer hereby acknowledges and agrees that: (a) M&S is a separate and independent company from the Supplier, and the Supplier is NOT M&S's agent; (b) the License Agreement is NOT part of this Installment Payment Agreement, M&S shall NOT be responsible for any of Supplier's obligations under the License Agreement, and no breach by the Supplier of the License Agreement shall relieve Customer of its obligations to M&S under this Installment Payment Agreement; (c) no statement, representation or warranty by the Supplier is binding on M&S; (d) the Supplier has no authority to waive or alter any term of this Installment Payment Agreement; (e) Customer selected the Supplier and the Software based on Customer's own judgment and negotiated the Cash Price without any involvement of or advice from M&S; (f) Customer's duty to perform its obligations hereunder is unconditional and irrevocable despite any failure of, or Customer's dissatisfaction with, the Software or any services to be provided by Supplier to Customer pursuant to the License Agreement; and (f) Customer agrees not to assert against M&S any claims or defenses that Customer may have against the Supplier.

IF ANY AMOUNT CHARGED OR COLLECTED UNDER THIS INSTALLMENT PAYMENT AGREEMENT IS GREATER THAN THE AMOUNT ALLOWED BY LAW (AN "EXCESS AMOUNT"), THEN (I) ANY EXCESS AMOUNT CHARGED BUT NOT YET PAID WILL BE WAIVED BY M&S AND (II) ANY EXCESS AMOUNT COLLECTED WILL BE REFUNDED TO CUSTOMER OR APPLIED TO ANY OTHER AMOUNT THEN DUE HEREUNDER.

This Installment Payment Agreement shall be governed by the laws of the State of Texas, but without regard to Texas's choice-of-law laws. All legal actions arising out of or relating to this Installment Payment Agreement shall be venued (filed and adjudicated) exclusively in a state or federal court located in Dallas County, Texas, which is the place of M&S's chief executive office and the place at which this Loan will be serviced. Customer hereby agrees not to object to such venue, and Customer hereby consents to personal jurisdiction in such courts. CUSTOMER AND M&S EACH HEREBY WAIVE ITS RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION to the extent permitted by law.

This Installment Payment Agreement constitutes the entire agreement regarding the subject matter of the loan described herein between Customer and M&S and shall supersede any inconsistent terms set forth in any other agreement and all prior oral and written understandings. No term of this Installment Payment Agreement may be amended, waived, discharged or terminated except by a written instrument signed by Customer and an executive officer of M&S. This Installment Payment Agreement may be signed separately in counterparts, all of which, together, shall be considered one and the same agreement. Customer and M&S agree that a photocopy, carbon copy, facsimile or other reproduction of this Installment Payment Agreement with their reproduced signatures thereon shall be as valid and binding as the original-signature document and shall be treated as genuine and authentic as the original for all purposes.

Accepted by M&S Financial:	Customer: County of Hunt
By: / / (Date)	By: X 
	Print Name: John L. Horn Title: County Judge

<b>Supplier's Acknowledgement and Agreement:</b>	
The Supplier hereby acknowledges and agrees that M&S's payment of the Discounted Funding Amount to Supplier shall be accepted by Supplier in lieu of the Cash Price and shall be deemed to be payment in full on the License Agreement.	
By: X	/ / (Date)

14275(5)

# Installment Payment Agreement

(financing of software license; 0% interest)

16 DEC 14 AM 10:08  
BY: *[Signature]*  
DEPUTY



Loan Number: 603-0154230-000

Debtor/Customer - Use EXACT registered name if a corp, LLC or LP		Federal Tax ID	
County of Hunt		750001700	
Debtor/Customer's "d/b/a" (doing-business-as name), if any:		Customer's Chief Executive Office -	
		Street: 2507 Lee St.	
State		City	
TX		Greenfield	
County		Zip Code	
Hunt		75401	
Software supplier's name & address:		Customer's Telephone	
M&S Technologies, 14176 Proton Road Dallas TX 75244		(800) - 408 - 4247	
Title of software license/subscription agreement(s) to be financed pursuant to this agreement			
3 Year Sophos Gov Enduser Protection and Mail 10/18/2018-10/18/19, 3 Year Sophos Clean 10/18/2018-10/18/19 325 users			
General description of software (include trade names, if any):			
3 Year Sophos Gov Enduser Protection and Mail 10/18/2018-10/18/19, 3 Year Sophos Clean 10/18/2018-10/18/19 325 users			

**Recitals:** The above-referenced debtor/customer (the "Customer") is entering into this certain software license or subscription agreement with either the above-referenced software supplier (the "Supplier") referenced above or the developer/owner of the software for whom the Supplier is an authorized reseller (the "License Agreement") pursuant to which Customer shall have the right to use the software referenced herein (the "Software"). The fair market retail cost of the license granted pursuant to the License Agreement is set forth below (the "Fair Retail Price"). The Supplier has offered to sell the Software license(s) referenced in the License Agreement to the Customer for the cash price set forth below (the "Cash Price"). The Supplier has also offered to provide to the Customer, through M&S Financial ("M&S"), interest-free financing of the Cash Price over a certain period (as set forth below) under an arrangement between Supplier and M&S pursuant to which Supplier will subsidize all finance charges that would otherwise be charged by M&S to the Customer. Supplier's subsidization of M&S's finance charges will be in the form of the Supplier's acceptance of a payment from M&S in an amount that reflects a discount of the Cash Price (the "Discounted Funding Amount"). Customer has chosen to accept such interest-free financing in lieu of paying the Cash Price in cash presently. Customer and M&S now desire to set forth their agreements relating to the above-described loan arrangement (this "Loan") in this writing (this "Installment Payment Agreement"). Now, therefore, in consideration of the mutual promises and undertakings of M&S and Customer as set forth below, and for other good and valuable consideration, Customer and M&S hereby agree as follows:

**Agreement:** Customer hereby requests M&S to pay to the Supplier an amount equal to the Discounted Funding Amount, and, in consideration of Customer's unconditional agreement to the terms and conditions set forth herein, M&S hereby agrees to do so promptly following Customer's execution and delivery of this Installment Payment Agreement to M&S and the satisfaction of other conditions precedent, if any, established by M&S. Subject only to M&S's payment of the Discounted Funding Amount to Supplier, Customer hereby agrees to pay to the order of M&S at its office in Texas, or at such other place as may be designated by M&S from time to time, an amount equal to the Cash Price, interest-free, in installments pursuant to the payment schedule set forth below. In addition, Customer shall pay to M&S, as invoiced by M&S, a one-time fee, as set forth below, for the M&S's origination, credit review, processing and documentation of this Loan (the "Processing Fee").

**TRANSACTION DETAILS AND PAYMENT SCHEDULE:**

Fair Retail Price of License Agreement: \$22,919.38	Cash Price of License Agreement: \$22,919.38
Term of Loan (the "Term"): 36 months	Date first payment is due: 10/15/18
Total number of payments: 3 ✓	Amount of each payment (a "Periodic Payment"): \$7,509.48 ✓
Date term begins: (to be completed by M&S)	Payable: <input type="checkbox"/> monthly <input checked="" type="checkbox"/> annually <input type="checkbox"/> other
Finance charges payable by Customer: \$0 (zero)	Total of payments: \$22,919.38
	Processing Fee: \$85.00 ✓

To secure Customer's payment and performance of its obligations hereunder, Customer hereby grants to M&S a continuing lien and security interest in the following property, whether now owned or hereafter acquired by Customer: the License Agreement, including, without limitation, the license granted thereunder, all rights to payment thereunder, including, without limitation, all rights to any refund, indemnification, and/or abatement to which Customer is, or becomes entitled, no matter how or when arising, whether such rights are classified as accounts, general intangibles, or otherwise, and all products and proceeds of any of the foregoing (collectively, the "Collateral"). Customer hereby authorizes M&S to file any and all financing statements and take all other steps necessary to perfect the grant of such security interest and to maintain perfection thereof under the Uniform Commercial Code and other applicable laws.

In the event Customer pays any Periodic Payment in whole or in part prior to the due date thereof, Customer agrees that the entire amount paid will be applied by M&S to the next due Periodic Payment(s). Customer may prepay the Balance Remaining (as defined below) at any time without penalty. Because there is no interest component in this Loan, Customer shall not be entitled to any interest rebate, interest credit, "present value" credit, discount or any other rebate or credit if Customer prepays the Balance Remaining at any time. For purposes of this Installment Payment Agreement, the term "Balance Remaining" means, at any given time, an amount equal to the sum of all installment payment amounts and other fees and charges then due and past due, if any, and all unpaid installment payments to become due in the future through the remainder of the term of this Installment Payment Agreement. This Installment Payment Agreement may not be canceled by the Customer unless and until the entire Cash Price, plus other charges and fees due hereunder (if any) are repaid to M&S in full.

Time is of the essence in the payment of installments due hereunder. If any payment is not paid when due, then in addition to any other remedy M&S may have hereunder, M&S may impose and, if imposed, the Customer shall pay, immediately upon demand, (i) a late fee equal to 1% of the amount that is late, plus (ii) interest on the part of the payment that is late in the amount of 1.25% per month or the highest amount allowed by law, whichever is less ("Default Interest") from the due date to the date paid. If any check is dishonored, Customer shall pay M&S a fee of \$20.00.

Each of the following shall constitute a default (each an "Event of Default") hereunder: (a) the Customer's failure to make any payment or other amount



due hereunder within ten (10) days after such payment is due; (b) the occurrence of an event of default as defined in any other note or agreement (whether now existing or hereafter entered into) between Customer and M&S; (c) Customer or any guarantor or surety of Customer's obligations under this Installment Payment Agreement (each, a "Guarantor") shall cease doing business as a going concern or become insolvent or make an assignment for the benefit of creditors, or a trustee or receiver is appointed for Customer or any Guarantor or for a substantial part of Customer's or any Guarantor's assets, or bankruptcy, reorganization or insolvency proceedings are instituted by or against Customer or any Guarantor; and/or (d) any representation or warranty made by Customer or any Guarantor proves to be false or misleading in any material respect when made. Upon the occurrence of an Event of Default, M&S may do any one or more of the following as it may effect: (A) require Customer to pay to M&S, on demand, an amount equal to the sum of (i) all installment payments and other fees and charges then due and past due, if any, (ii) all remaining unpaid installment payments to become due during the Term, and (iii) Default Interest on the amounts specified in clauses 7, and 7' above from the date of demand to the date paid; (B) terminate Customer's right to use the Software and to receive any related support services from the Supplier; (C) take possession of the Software; (D) require Customer to assemble the Collateral and make it available to M&S at a place to be designated by M&S which is reasonably convenient to M&S and Customer; (E) render the Software unusable by requiring Customer to remove the Software from any computer or other equipment; and/or (F) exercise any other remedy available to M&S at law or in equity. In addition, Customer hereby stipulates that, upon the occurrence of an Event of Default, money damages are not and will not be an adequate remedy, and that the terms hereof may be specifically enforced by a decree for the specific performance of any agreement contained herein or by an injunction against a violation of any of the terms hereof or otherwise. Customer agrees to pay all costs of collection and enforcement of this Installment Payment Agreement, including, without limitation, reasonable attorneys' fees, court costs and other reasonable expenses relating directly or indirectly to collection and enforcement.

Customer hereby represents and warrants to M&S that: (i) the statements set forth in the "Recitals" section on page one of this Installment Payment Agreement are true and correct; (ii) this Installment Payment Agreement has been duly authorized in accordance with Customer's by-laws or other organizational requirements and constitutes a legal, valid and binding obligation of Customer enforceable against Customer in accordance with its terms, except as enforcement may be limited by bankruptcy or other insolvency-related laws; (iii) the execution, delivery and performance of this Installment Payment Agreement will not violate or create a default under any law, regulation, judgment, order, instrument, agreement or organizational document binding on Customer; (iv) any and all information furnished to M&S by or on behalf of Customer is and will be true and correct in all material respects; and (v) Customer has requested this Loan solely for commercial purposes and not for personal, family or household purposes.

Customer shall not assign or delegate its obligations under this Installment Payment Agreement, and any such assignment or delegation shall be invalid and of no effect. M&S may, without notice to Customer, sell, assign or otherwise transfer its interests in this Installment Payment Agreement, in whole or in part, to a third party (a "New Owner"); in which case the New Owner will, to the extent of such sale, assignment or transfer, have all of M&S's rights and benefits hereunder but will not have to perform any of M&S's obligations (if any). Customer agrees not to assert against the New Owner any claim, defense or offset that Customer may have against M&S or any predecessor in interest.

Customer hereby acknowledges and agrees that: (a) M&S is a separate and independent company from the Supplier, and the Supplier is NOT M&S's agent; (b) the License Agreement is NOT part of this Installment Payment Agreement, M&S shall NOT be responsible for any of Supplier's obligations under the License Agreement, and no breach by the Supplier of the License Agreement shall relieve Customer of its obligations to M&S under this Installment Payment Agreement; (c) no statement, representation or warranty by the Supplier is binding on M&S; (d) the Supplier has no authority to waive or alter any term of this Installment Payment Agreement; (e) Customer selected the Supplier and the Software based on Customer's own judgment and negotiated the Cash Price without any involvement of or advice from M&S; (f) Customer's duty to perform its obligations hereunder is unconditional and irrevocable despite any failure of, or Customer's dissatisfaction with, the Software or any services to be provided by Supplier to Customer pursuant to the License Agreement; and (g) Customer agrees not to assert against M&S any claims or defenses that Customer may have against the Supplier.

IF ANY AMOUNT CHARGED OR COLLECTED UNDER THIS INSTALLMENT PAYMENT AGREEMENT IS GREATER THAN THE AMOUNT ALLOWED BY LAW (AN "EXCESS AMOUNT"), THEN (i) ANY EXCESS AMOUNT CHARGED BUT NOT YET PAID WILL BE WAIVED BY M&S AND (ii) ANY EXCESS AMOUNT COLLECTED WILL BE REFUNDED TO CUSTOMER OR APPLIED TO ANY OTHER AMOUNT THEN DUE HEREUNDER.

This Installment Payment Agreement shall be governed by the laws of the State of Texas, but without regard to Texas's choice-of-law laws. All legal actions arising out of or relating to this Installment Payment Agreement shall be venue (filed and adjudicated) exclusively in a state or federal court located in Dallas County, Texas, which is the place of M&S's chief executive office and the place at which this Loan will be serviced. Customer hereby agrees not to object to such venue, and Customer hereby consents to personal jurisdiction in such courts. CUSTOMER AND M&S EACH HEREBY WAIVE ITS RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION to the extent permitted by law.

This Installment Payment Agreement constitutes the entire agreement regarding the subject matter of the loan described herein between Customer and M&S and shall supersede any inconsistent terms set forth in any other agreement and all prior oral and written understandings. No term of this Installment Payment Agreement may be amended, waived, discharged or terminated, except by a written instrument signed by Customer and an executive officer of M&S. This Installment Payment Agreement may be signed separately in counterparts, all of which, together, shall be considered one and the same agreement. Customer and M&S agree that a photocopy, carbon copy, facsimile or other reproduction of this Installment Payment Agreement with their reproduced signatures thereon shall be as valid and binding as the original-signature document and shall be treated as genuine and authentic as the original for all purposes.

Accepted by M&S Financial	Customer: County of Hunt
By: <i>[Signature]</i>	By: X <i>[Signature]</i>
10, 18, 16 (Date)	Print Name: <i>[Name]</i>
	Title: <i>[Title]</i>

**Supplier's Acknowledgment and Agreement**

The Supplier hereby acknowledges and agrees that M&S's payment of the Discounted Funding Amount to Supplier shall be accepted by Supplier in lieu of the Cash Price and shall be deemed to be payment in full on the License Agreement.

By: X / / (Date)



FILED FOR RECORD  
at 12:40 o'clock P M

SEP 13 2016

JENNIFER LINDENZWEIG  
County Clerk of Hunt County, TX  
By [Signature]

**RESOLUTION # 14,276**

**A RESOLUTION OF THE COUNTY OF HUNT, TEXAS CERTIFYING THAT THE COUNTY HAS MADE A GRANT TO SENIOR CENTER RESOURCES AND PUBLIC TRANSIT, INC., AN ORGANIZATION THAT PROVIDES HOME-DELIVERED MEALS TO HOMEBOUND PERSONS IN THE COUNTY WHO ARE ELDERLY AND/OR HAVE A DISABILITY AND CERTIFYING THAT THE COUNTY HAS APPROVED THE ORGANIZATION'S ACCOUNTING SYSTEM OR FISCAL AGENT.**

**WHEREAS**, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program; and

**WHEREAS**, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

**WHEREAS**, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds; and

**WHEREAS**, the County recognizes Danny Allembaugh as an official of the Organization.

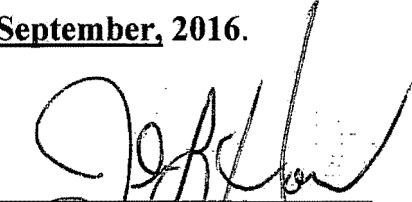
**BE IT RESOLVED BY THE COUNTY:**

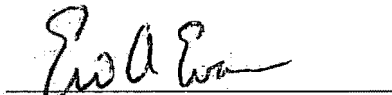
SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$5,000.00 to be used between the 1<sup>st</sup> of October, 2016 and the 30<sup>th</sup> of September, 2017.

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in Uniform Grant Management Standards.

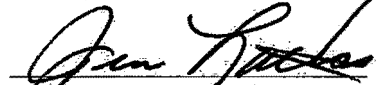
**ADOPTED** this 13<sup>th</sup> day of September, 2016.

  
\_\_\_\_\_  
Judge Horn

  
\_\_\_\_\_  
Commissioner Evans

  
\_\_\_\_\_  
Commissioner McMahan

  
\_\_\_\_\_  
Commissioner Martin

  
\_\_\_\_\_  
Commissioner Latham



Attest:   
County Clerk

# 14,277  
**Proclamation**

2016 National 4-H Week

FILED FOR RECORD  
at 12:42 o'clock 9 M

SEP 13 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By J. Schaefer

**WHEREAS**, The Hunt County Commissioners Court is proud to honor the 4-H youth Development Program of the Texas A&M AgriLife Extension Service for 109 years of providing experience-based education to youngsters throughout the Lone Star State; and

**WHEREAS**, This admirable program, which seeks to provide a learning experience for the whole child, including head, heart, hands, and health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of our society; and

**WHEREAS**, It's more that 660,000 urban, suburban, an rural youth participants, ranging in age form eight to nineteen, hail from diverse ethnic and socioeconomic backgrounds and truly represent a cross-section of the state; and

**WHEREAS**, The program undoubtedly could not have achieved the success that it has today were it not for the service of its more than 32,000 volunteers, who have given generously of their time, talents, energies, and resources to the youth of Texas; and

**WHEREAS**, Throughout its proud history, the 4-H program has developed positive role models for countless Texans and through its innovative and inspiring programs, continues to build character and to instill the values that have made our state strong and great;

**NOW, THEREFORE, BE IT PROCLAIMED**, That the Hunt County Commissioners Court hereby designates October 2-8, 2016 as National 4-H Week in Hunt County, Texas and commend the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service and many men and women who have made the program a success.

In official witness whereof this 13<sup>th</sup> day of September, 2016.

Eric Evans  
Eric Evans, Pct. 1

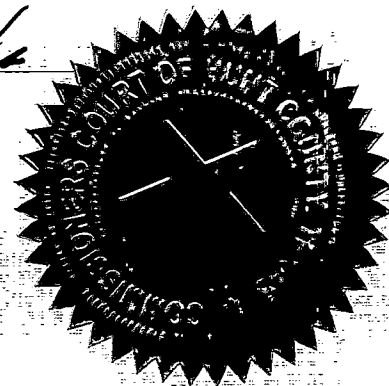
Judge John L. Horn  
Judge John L. Horn

Tod McMahan  
Tod McMahan, Pct. 2

Phillip Martin  
Phillip Martin, Pct. 3

Jim Latham  
Jim Latham, Pct. 4

ATTEST: Jennifer Lindenzweig, County Clerk



# 14,278

SUBJECT: ATTENDANCE/LEAVE TIME

TITLE: PAY PERIODS

FILED FOR RECORD  
at 12:40 o'clock P M

SEP 13 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *Jennifer Lindenzweig*

I. POLICY

The pay period is bi-weekly and consists of twenty-six (26) pay periods per year for all employees of the County.

II. PROCEDURE

- A. Exempt employees are paid an annual salary divided by twenty-six (26) to establish the pay for the bi-weekly amount, provided there are no valid reasons to deduct from that amount. \*
- B. Non-exempt employees are paid for the time worked and paid leave time during the pay period.
- C. Pay period is bi-weekly except where otherwise provided by law.

~~D. Effective October 1, 2016 all new hires (not Elected Officials) will be a pay period in the arrears.~~

\* FLSA provides that no reduction in pay is permitted for absences of less than eight (8) hours per day.

**HUNT COUNTY**  
**BID AWARD**  
**FORMAL BID NO. 146-16, ASPHALT HOT AND COLD MIX**  
 Effective 9/24/16 through 9/23/17

SEP 13 2016  
 FILED FOR RECORD  
 at 12:12 o'clock P  
 # 14, 280  
 HUNT COUNTY, TEXAS  
 CLERK OF COURTS

PRECINCT	VENDOR	HOT MIX PRICE PER TON DELIVERED	HOT MIX PRICE PER TON PICKED UP	COLD MIX PRICE PER TON DELIVERED	COLD MIX PRICE PER TON PICKED UP	Pick - Up Point	Allow Gov. Entities Piggyback
One	Richard Drake	\$83.35	\$71.80	\$80.45	\$68.90	CR 12530, Paris, TX	Yes
One	RK Hall Materials	\$72.00	\$65.00	\$76.00	\$69.00	Hwy 224, Greenville, TX	Yes
One	APAC Texas	\$74.00	\$62.00	\$97.00	\$85.00	4601 E. Scyene Rd Sunnyvale, TX and 320 Iron Horse Dr., Terrell, TX	Yes
Two	Richard Drake	\$82.10	\$71.80	\$79.20	\$68.90	CR 12530, Paris, TX	
Two	RK Hall Materials	\$72.00	\$65.00	\$76.00	\$69.00	Hwy 224, Greenville, TX	
Two	APAC Texas	\$72.00	\$62.00	\$95.00	\$85.00	320 Iron Horse Dr., Terrell, TX	
*NOTE*Bid by APAC also includes SSM an oil sand alternate - Picked up \$58.00 for all Precincts							

**HUNT COUNTY**  
**BID AWARD**  
**FORMAL BID NO. 146-16, ASPHALT HOT AND COLD MIX**  
 Effective 9/24/16 through 9/23/17

PRECINCT	VENDOR	HOT MIX PRICE PER TON DELIVERED	HOT MIX PRICE PER TON PICKED UP	COLD MIX PRICE PER TON DELIVERED	COLD MIX PRICE PER TON PICKED UP	Pick - Up Point
Three	Richard Drake	\$82.10	\$71.80	\$79.20	\$68.90	CR 12530, Paris, TX
Three	RK Hall Materials	\$72.00	\$65.00	\$76.00	\$69.00	Hwy 224, Greenville, TX
Three	APAC Texas	\$72.00	\$62.00	\$95.00	\$85.00	320 Iron Horse Dr., Terrell, TX
Four	Richard Drake	\$84.80	\$71.80	\$81.80	\$68.90	CR 12530, Paris, TX
Four	RK Hall Materials	\$72.00	\$65.00	\$76.00	\$69.00	Hwy 224, Greenville, TX
Four	APAC Texas	\$75.00	\$62.00	\$98.00	\$85.00	320 Iron Horse Dr., Terrell, TX
The Purchasing Department recommends the award of this bid to all bidders in accordance with LGC§262-027 (e) *NOTE*Bid by APAC also includes SSM an oil sand alternate - Picked up \$58.00 for all Precincts						

# County of Hunt

STATE OF TEXAS

PURCHASING DEPARTMENT  
2507 Lee Street, Room 104  
Greenville, Texas 75401



PHONE: (903) 408-4148  
FAX: (903) 408-4242  
clowry@huntcounty.net

## Invitation To Bid

### Formal Bid # 146-16, Asphalt Hot & Cold Twelve (12) Month Contract

Sealed bids in single copy unless otherwise stated, subject to Terms and Conditions of this Invitation to Bid and other contract provisions, will be received at the office of the Hunt County Purchasing Agent, 2507 Lee Street, Room 104, Greenville, Texas, 75401 until **10:00 A.M. Central Time August 31, 2016.**

The Hunt County Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance can be received by visiting the Purchasing Office at 2507 Lee Street, Room 104, Greenville, TX 75401 or by calling (903) 408-4148.

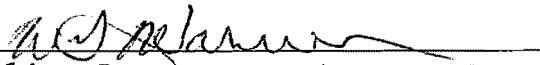
### READ CAREFULLY

Please quote prices on the articles on the attached bid sheet. The right is reserved to accept or reject all or any part of your offer, and to accept the offer the Commissioners' Court considers the lowest responsible bid. Bids are to be returned sealed in an envelope clearly indicating that a bid is enclosed and reflecting the bid number.

By submitting this bid, the undersigned hereby certifies that said bid has been independently arrived at and that price, terms, or conditions appearing or applicable hereto, have not and will not be disclosed by or on behalf of the bidder to another bidder or competitor.

The undersigned by his/her signature represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation to Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein. **You must sign below in INK; failure to sign and return WILL disqualify the offer. All prices must be typewritten or written in ink.**

Company Name: APAC-TEXAS, INC. Address: 2121 Irving Boulevard  
Contact Name: Luke Warner City, State, Zip: Dallas, TX 75207  
Telephone Number: (214)741-3531 FAX Number: (214)742-3540

By:   
William L. Warner, Account Manager  
Authorized Representative – Signed by Hand

By: William L. Warner  
Authorized Representative – Typed or Printed

**(THIS BID IS VALID FOR 60 DAYS UNLESS OTHERWISE STATED)**

## TABLE OF CONTENTS

Items checked below represent components which comprise this bid/proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid/proposal. Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately.

It is the Offeror's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your bid packet.

- 1.     **Cover Sheet**  
Your company name, address, and your signature (**IN INK**) should appear on this page.
  
- 2.     **Table of Contents**  
This page is the Table of Contents.
  
- 3.     **Special Requirements/Instructions**  
This section provides information you must know in order to make an offer properly.
  
- 4.     **Implementation of House Bill 23**  
Conflict of Interest Questionnaire
  
- 5.     **Implementation of House Bill 1295 – Instructions and Filing Process with the Texas Ethics Commission**  
Certificate of Interest Parties (Form 1295)
  
- 6.     **Specifications**  
This section contains the detailed description of the product/service sought by the County.
  
- 7.     **Pricing/Delivery Information**  
This form is used to solicit exact pricing of goods/services and delivery costs.
  
- 8.     **General Requirements**  
You should be familiar with all of the General Requirements.
  
- 9.     **Attachments**
  - a.     **Residence Certification**  
Be sure to complete this form and return with packet.
  
  - b.     **Bid Guaranty & Performance Bond Information & Requirements**  
This form applies only to certain bids/proposals. Please read carefully and fill out completely.
  
  - c.     **Minimum Insurance Requirements**  
Included when applicable (does not supersede "Hold Harmless" section of General Requirements).
  
  - d.     **Workers' Compensation Insurance Coverage Rule 110.110**  
Included when applicable.
  
  - e.     **Reference Sheet**  
When references are required by the bid specifications you must complete this sheet.



## SPECIAL REQUIREMENTS/INSTRUCTIONS

### FORMAL BID # 146-16; ASPHALT HOT & COLD CONTRACT TWELVE (12) MONTHS

1. **PAYMENT**

All invoices are to be submitted to Hunt County Auditor, P.O. Box 1097, Greenville, Texas 75403-1097, (903) 408-4123. Hunt 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 Price/Delivery Information Sheet(s) submitted as a part of the bid will be considered.

Invoices must indicate Hunt County, 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).

2. **ESCALATION CLAUSE**

Successful bidder(s) may apply for a price increase/decrease to the Hunt County Purchasing Agent. Price increase/decrease will be that amount increased/ decreased to the vendor from its supplier. Written documentation of the increase/decrease must be provided to the Hunt County Purchasing Agent at least 30 days prior to the effective date of increase. No application for a price increase/decrease may be submitted within the first three (3) months of this contract. Increases of more than 25% of the bid price will not be considered. Price decreases must be passed on to Hunt County immediately. Copies of the revised price list shall be sent directly to Hunt County Purchasing, 2507 Lee Street, Room 104, Greenville, TX 75401. Price lists shall show the bid number and title.

3. **DESCRIPTION**

All prices must be quoted FOB delivered to the addresses listed below unless otherwise noted:

A. Precinct 1 – 310 East Locust, Celeste, TX	903-568-4522
B. Precinct 2 – 2020 Gilmer, Caddo Mills, TX	903-527-3181
C. Precinct 3 – 301 Hwy 69 N., Lone Oak, TX	903-662-5332
D. Precinct 4 – 1005 ½ Bois D’Arc Street, Commerce, TX	903-886-6321

4. **ESTIMATES OF USE**

The stated estimate of use on the Price and Delivery pages are estimates of twelve (12) months use of that item and is **NOT** a commitment to purchase in that quantity or in any quantity. The actual usage by Hunt County will vary from the estimated use so indicated on the price and delivery sheet.

5. **Conflict of Interest Questionnaire:**

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale of or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflicts of interest disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) must be submitted not later than the seventh (7<sup>th</sup>) business day after the date the vendor begins discussion, negotiation, applies or response to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

6. **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

**Filing Process:**

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. <https://www.ethics.state.tx.us/tec/1295-Info.htm>, please follow Instructional Video for Business Entities. at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

## SPECIFICATIONS

### FORMAL BID # 146-16; ASPHALT HOT & COLD CONTRACT TWELVE (12) MONTHS

#### **SCOPE**

It is the intent of this Invitation to Bid to solicit bids for the Asphalt Hot & Cold Mix for the Hunt County Road & Bridge Departments, as listed herein for a twelve (12) month period beginning September 24, 2016 through September 23, 2017. All bidders are advised that estimates of use provided are estimates only and are NOT a commitment to purchase any materials. Actual usage will be based upon the requirements of the individual county precincts.

For information regarding the bid process, please contact Cheryl Lowry, Hunt County Purchasing Agent at 903-408-4148 prior to August 24, 2016.

#### **DESCRIPTION**

All work under this contract shall be performed in accordance with the requirements and specifications given in this contract as well as being under the guidance and direction of the appropriate representative of Hunt County.

All work will be performed during our regular working hours (7 am to 4 pm), unless otherwise specified in this agreement.

#### **WORK STANDARDS**

All work shall be performed to the complete satisfaction of Hunt County.

#### **SAFETY**

All Contractors performing service for Hunt County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations.

The Contractor must provide a certificate of Workers Compensation coverage and certificate of liability insurance to the County prior to being awarded the contract.

#### **EVALUATION CRITERIA**

The evaluation of this bid will be based on the following factors. The criteria are listed in order of their relative importance.

1. Compliance with specifications (proof of insurance)
2. Cost
3. Vendor performance history

#### **SUB-CONTRACTORS**

The contractor (s) awarded this bid shall only employ employee sub-contractor (s) which meet the insurance and safety requirements of the bid specifications. The county shall not be held responsible or liable for any contracts or compensation due any sub-contractor (s) by the awarded contractor (s) in the course of the awarded contractor (s) obligation to fulfill this contract.

#### **AWARD**

Due to multiple delivery locations and product quality and availability, Hunt County reserves the right to make multiple awards for this contract.

**PRICE/DELIVERY FORM**

**FORMAL BID # 146-16; ASPHALT HOT & COLD CONTRACT TWELVE (12) MONTHS**

**Precinct 1** – 310 East Locust, Celeste, TX 75423 – Commissioner – Eric Evans  
Foreman - Mark Bussell – (903) 568-4522

Estimated use for twelve months: 0 tons Hot Mix – 0 tons Cold Mix

Hot Mix Firm Fixed Price Delivered: \$ 74.00 per ton

55 Sunnyvale

Hot Mix Firm Fixed Price Picked Up: \$ 62.00 per ton

47 Terrell

Cold Mix Firm Fixed Price Delivered: \$ 97.00 per ton

\$12

Cold Mix Firm Fixed Price Picked Up: \$ 85.00 per ton

State your pick up point: Sunnyvale and Terrell 320 Iron Horse Dr., Terrell, Tx

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

SSM \$58.00/TN FOB

\*\*\*\*\*

**Precinct 2** – 2020 Gilmer St., Caddo Mills, TX 75135 – Commissioner – Tod McMahan  
Foreman – Greg McDonald – (903) 527-3181

Estimated use for twelve months: 2,000 tons Hot Mix – 0 tons Cold Mix

Hot Mix Firm Fixed Price Delivered: \$ 72.00 per ton

37 Sunnyvale/  
Terrell

Hot Mix Firm Fixed Price Picked Up: \$ 62.00 per ton

\$10

Cold Mix Firm Fixed Price Delivered: \$ 95.00 per ton

Cold Mix Firm Fixed Price Picked Up: \$ 85.00 per ton

State your pick up point: Terrell Plant: 320 Iron Horse Dr. Terrell, Tx.

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

SSM \$58.00/TN FOB

**PRICE/DELIVERY FORM**

**FORMAL BID # 146-16; ASPHALT HOT & COLD CONTRACT TWELVE (12) MONTHS**

**Precinct 1** -- 310 East Locust, Celeste, TX 75423 -- Commissioner -- Eric Evans  
Foreman - Mark Bussell -- (903) 568-4522

Estimated use for twelve months: 0 tons Hot Mix -- 0 tons Cold Mix

Hot Mix Firm Fixed Price Delivered: \$ 74.00 per ton

Hot Mix Firm Fixed Price Picked Up: \$ 62.00 per ton

Cold Mix Firm Fixed Price Delivered: \$ 97.00 per ton

Cold Mix Firm Fixed Price Picked Up: \$ 85.00 per ton

State your pick up point: Sunnyvale + Terrell Plant

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

SSM \$58/TN FOB

\*\*\*\*\*

**Precinct 2** -- 2020 Gilmer St., Caddo Mills, TX 75135 -- Commissioner -- Tod McMahan  
Foreman -- Greg McDonald -- (903) 527-3181

Estimated use for twelve months: 2,000 tons Hot Mix -- 0 tons Cold Mix

Hot Mix Firm Fixed Price Delivered: \$ 72.00 per ton

Hot Mix Firm Fixed Price Picked Up: \$ 62.00 per ton

Cold Mix Firm Fixed Price Delivered: \$ 95.00 per ton

Cold Mix Firm Fixed Price Picked Up: \$ 85.00 per ton

State your pick up point: Terrell Plant

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

SSM \$58/TN FOB

**PRICE/DELIVERY FORM**

**FORMAL BID # 146-16; ASPHALT HOT & COLD CONTRACT TWELVE (12) MONTHS**

**Precinct 3** – 301 Hwy 69 N, Lone Oak, TX 75453 – Commissioner – Phillip Martin  
Foreman - Jason White – (903) 662-5332

Estimated use for twelve months: 0 tons Hot Mix – 0 tons Cold Mix

Hot Mix Firm Fixed Price Delivered: \$ 72.00 per ton

Hot Mix Firm Fixed Price Picked Up: \$ 62.00 per ton

Cold Mix Firm Fixed Price Delivered: \$ 95.00 per ton

Cold Mix Firm Fixed Price Picked Up: \$ 85.00 per ton

State your pick up point: Terrell Plant

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

SSM \$58.00/TN FOI3

\*\*\*\*\*

**Precinct 4** – 1005 ½ Bois D' Arc Street, Commerce, TX 75428 – Commissioner – Jim Latham  
Foreman - Phillip Staton – (903) 886-6321

Estimated use for twelve months: 0 tons Hot Mix – 5 tons Cold Mix

Hot Mix Firm Fixed Price Delivered: \$ 75.00 per ton

Hot Mix Firm Fixed Price Picked Up: \$ 62.00 per ton

Cold Mix Firm Fixed Price Delivered: \$ 98.00 per ton

Cold Mix Firm Fixed Price Picked Up: \$ 85.00 per ton

State your pick up point: Terrell Plant

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

SSM \$58.00/TN FOI3

**PRICE/DELIVERY FORM**

**FORMAL BID # 146-16; ASPHALT HOT & COLD CONTRACT TWELVE (12) MONTHS**

**COMMENTS or EXCEPTIONS**

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**IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PIGGYBACK OFF THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS:**

    X     **YES**                                 **NO**

The undersigned bidder has carefully examined the Invitation to Bid and the Certification included therein, the Standard Terms and Conditions and the Technical Specifications.

Further, the undersigned understands that by his signature affixed below, he/she agrees to enter into a contract with Hunt County in accordance with the requirements of the County as stated in the above-referenced contract documents, and in accordance with additional contract forms and terms of agreement from bidder's company as furnished by bidder herewith.

APAC-TEXAS, INC.  
Company Name

  
Authorized Signature

2121 Irving Boulevard  
Address

William L. Warner  
Name (Printed or Typed)

Dallas, Texas 75207  
City, State, Zip

Account Manager  
Title

(214)741-3531  
Phone

August 23, 2016  
Date

(214)742-3540  
Fax

William.Warner@apac.com  
E-Mail

**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
**FOR BIDS**

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your bid package is complete.

**ACCESS TO RECORDS**

In special circumstances, vendor may be required to allow duly authorized representatives of Hunt County or the State of Texas and the federal government access to contracts, books, documents and records necessary to verify the nature and extent of the cost of services provided by the vendor.

**ADDENDA**

When specifications are revised, the Hunt County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must sign and include it in the returned bid package.

**ASSIGNMENT**

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Hunt County Commissioner's Court.

**AWARD**

Hunt 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, to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

**BID FORM COMPLETION**

Fill out and return to the Hunt County Purchasing Department ONE (1) Original complete bid form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE BID NUMBER, DESCRIPTION AND BE MARKED "SEALED BID."** An authorized representative of the offeror should sign the Bid Cover Sheet. An authorized representative of the offeror should sign the Conflict of Interest Questionnaire and return with bid. The completed Form 1295 with the certification of filing, signed and notarized must be returned with the bid. The contract will be binding only when, the County Auditor, as applicable, certifies funds and a Purchase Order issued

**BID RETURNS**

Offerors must return all completed bids to the Hunt County Purchasing Department reception desk at 2507 Lee Street, Room 104, Greenville, TX, 75401, before 10:00 A.M. LOCAL TIME IN GREENVILLE, TEXAS on the date specified. **Late bids will not be accepted.**

**BONDS**

If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's check is not acceptable.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this contract. Contractor also certifies that contractor will notify Hunt County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Hunt County for any payments made to the contractor while ineligible.

**CHANGE OF OWNERSHIP**

If ownership of your firm should change during the term of this contract, Hunt County must be notified in writing within ten (10) days and a new declaration of relationships submitted immediately to Hunt County Purchasing Agent. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.

**CONFLICT OF INTEREST IN CONTRACTS**

The Commissioners shall not approve the expenditure of any funds in favor of a business entity in which a county official or employee either directly or indirectly owns a substantial interest unless prior to any vote or decision on any matter involving the business entity, the commissioners are made aware of the interest of the official or employee and provided further that the official or employee take no part in the negotiating, making, accepting, or approving any payment, agreement or contract affecting the business entity and performs no duty for Hunt County in connection with the business entity.



HUNT COUNTY  
GENERAL REQUIREMENTS  
FOR BIDS

**CONTRACT OBLIGATION**

Hunt County Commissioner's Court must award the contract and the County Judge or other person authorized by the Hunt County Commissioner's Court must sign the contract before it becomes binding on Hunt County or the offerors. Department heads are NOT authorized to sign agreements for Hunt County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

**CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between Hunt County and the offeror. Any price escalations are limited to those stated by the offeror in the original bid.

**DIGITAL FORMAT**

If offeror obtained the bid specifications in digital format in order to prepare a response, *the bid must be submitted in hard copy* according to the instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County's published bid specifications, the County's bid specification *as published* shall control. Furthermore, if an alteration of any kind to the County's bid specification is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation without recourse.

**DISQUALIFICATION OF OFFEROR**

Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Hunt County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by an offeror and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

**DRUG FREE WORK PLACE**

All vendors shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, to its employees and all sub-contractors to insure that Hunt County maintains a drug-free workplace. The County reserves the right to review drug-testing records of any personnel involved in this bid project. The County may require, at vendor's expense, drug testing of vendor's personnel if no drug testing records exists or if such test results are older than six (6) months.

**E-MAIL ADDRESS CONSENT**

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Hunt County or any agency of Hunt County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §522.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

**ERRORS or OMISSIONS**

Due care and diligence have been used in preparation of this RFB, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all the information presented here in shall rest solely with the bidder. Hunt County and its representatives shall not be responsible for errors or omissions in these specifications, nor for failure on the part of the bidder to determine the full extent of the exposure.

**EVALUATION**

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Hunt County Purchasing Department and recommendation to Hunt County Commissioner's Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. **Pricing is NOT the only criteria for making a recommendation.** The Hunt County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

**FISCAL FUNDING**

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Hunt County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
**FOR BIDS**

**GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Hunt County's interpretation shall govern.

**GOVERNING LAW**

This invitation to bid is governed by the competitive requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Bidders shall comply with all applicable federal, state and local laws and regulations. Bidder is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Hunt County may request and rely upon advice, decisions and opinions of the Attorney General of Texas, the County Attorney, and the County Civil Attorney concerning any portion of these requirements. Any contract resulting from the award of this bid shall be governed by and construed in accordance with the laws of the State of Texas and the County of Hunt, Texas. The venue for all matters of arbitration and litigation shall be the County of Hunt, Texas.

**GRANT FUNDING**

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

**HIPAA COMPLIANCE**

Offeror agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

**HOLD HARMLESS AGREEMENT**

Contractor, the successful offeror, shall indemnify and hold Hunt County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

**INSPECTIONS & TESTING**

Hunt County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

**INTER-LOCAL PARTICIPATION**

It is hereby made a precondition of any bid/offer for a Contract for supplies or services and a part of these specifications, that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having an inter-local agreement with Hunt County. It is further understood, that any other governmental entity that elects to use a Hunt County Semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.

**INTER-NET DISCLAIMER**

Hunt County will not be Responsible or Liable for errors and omissions within bid documents and bid addendum obtained from inter-net sources that are not authorized by Hunt County. Vendors obtaining bid information from the inter-net are encouraged to contact the Hunt County Purchasing Department to request all documentation relevant to this bid.

**INVOICES AND PAYMENTS**

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice that cannot be verified by the contract price and/or is otherwise incorrect will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Hunt County Auditor's office. Failure to provide this information may result in a delay in payment and/or back up withholding as required by the Internal Revenue Service.

HUNT COUNTY  
GENERAL REQUIREMENTS  
FOR BIDS

MAINTENANCE

Maintenance required for equipment bid should be available in Hunt County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Hunt 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.

MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets, which are applicable to hazardous substances, defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any bid applying thereto.

MULTIPLE BID AWARD

At the discretion of the Commissioners' Court, Bids may or may not be awarded to a separate vendor. Hunt County reserves the right to concurrently award this bid to the Second Lowest Bidder. The Second Lowest Bidder may provide services requested by Hunt County in the event that the Low Bidder experiences circumstances, which prevent the Low Bidder from providing the service requirements within the time frame, set forth by the County.

NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of Hunt County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hunt County shall act as sole judge in determining equality and acceptability of products offered.

NEW MILLENIUM COMPLAINE

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a bid or proposal for services on a Hunt County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid or proposal, that bid or proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hunt County. Potential bidders are advised that they may have to disclose requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$100.00, given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Hunt County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

PROCUREMENT CARDS

Procurement Cards (MasterCard / VISA) may be utilized for purchase of items awarded on this bid. **Hunt County will not accept or pay any Interchange Fees or Credit Card Processing Fees** associated with Procurement Card Transactions. All Procurement Card transactions are exempt from local and state sales tax.

PURCHASE ORDER AND DELIVERY

The successful offeror shall not deliver products or provide services without a Hunt County Purchase Order, signed by an authorized agent of the Hunt County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Hunt County without prejudice to other remedies provided by law. **Where delivery times are critical, Hunt County reserves the right to award accordingly.**

**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
**FOR BIDS**

**RECYCLED MATERIALS**

Hunt County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hunt County will be the sole judge in determining product preference application.

**SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

**SUPPLEMENTAL MATERIALS**

Offerors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Bid.

**TAXES**

Hunt County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Hunt County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hunt County Auditor.

**TERM CONTRACTS**

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

**TERMINATION**

Hunt County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Hunt County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hunt County's satisfaction and/or to meet all other obligations and requirements. Hunt County may terminate the contract without cause upon thirty (30) days written notice.

**TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to Hunt County until Hunt County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" address.

**VENUE**

The parties agree that regarding any dispute or litigation that may arise in the execution and performance of this contract, that venue for all proceedings, judicial or otherwise, shall be proper in Hunt County.

**WAIVER OF SUBROGATION**

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

**WARRANTIES**

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Hunt County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Hunt County may correct at the offeror's expense

HUNT COUNTY  
GENERAL REQUIREMENTS  
FOR BIDS

**VENDORS OWING TAXES**

Pursuant to TX Local Government Code §262.0276, Hunt County Commissioner's Court has adopted a policy which requires that vendors' taxes be current as of the date bids/proposals are due. Bidders with delinquent taxes on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Vendors who believe a delinquency is reflected in error must contact the Hunt County Tax Office to correct any errors or discrepancies prior to submitting their bid in order to ensure that their bid will be considered. Tax records are available online at the Hunt County Tax Office website —[www.hctax.info](http://www.hctax.info). Prior to submitting a bid, vendors are encouraged to visit the Hunt County website, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent, Hunt County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids, proposals, quotations and contracts due on or after January 1, 2008.

Revised 5/11

**CERTIFICATE OF INSURANCE REQUIREMENTS**

**FORMAL BID # 146-16; ASPHALT HOT & COLD CONTRACT TWELVE (12) MONTHS**

Without limiting any of the other obligations or liabilities, the vendor shall provide minimum insurance coverage's as listed below, prior to the execution of the contract and maintain coverage's, without interruption provided by an insurer licensed in the State of Texas, rated A- or better by A.M. Best Rating, until the work is completed and accepted by the owner. A certificate of insurance will be placed in the appropriate bid file of Hunt County prior to the execution of the contract/purchase order.

**TYPE OF COVERAGE**

**MINIMUM LIMITS**

**WORKERS COMPENSATION**

**STATUTORY**

**COVERAGE A (See attachment "f")**

**EMPLOYERS LIABILITY**

**COVERAGE B**

Bodily Injury by Accident – Each Accident	\$100,000
Bodily Injury by Disease – Policy Limit	\$500,000
Bodily Injury by Disease – Each Employee	\$100,000

**COMMERCIAL GENERAL LIABILITY**

COVERAGE A – Each Occurrence	\$1,000,000
COVERAGE B – Personal & Advertising Injury	\$250,000
General Aggregate other than Products	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000

**NOTE:**

- 1) Coverage for explosion, collapse & underground property hazards cannot be excluded.
- 2) Contractual liability coverage cannot be excluded.
- 3) Contractor will assume all liability for independent subcontractors.
- 4) Coverage must include Hunt County as an Additional Insured for all work performed for, or on behalf of, the County.

**AUTOMOBILE LIABILITY**

Bodily Injury Liability – Each Person	\$250,000
Bodily Injury Liability – Each Occurrence	\$500,000
Property Damage Liability – Each Occurrence	\$100,000

**NOTE:**

- 1) Coverage must include all owned, hired, and non-owned vehicles.

In the event of any material change, non-renewal or cancellation of any policy, vendor's insurance company will give 45 days actual prior written notice to Hunt County for such changes or cancellations.

**WCC RULE 110.110 WORKERS' COMPENSATION INSURANCE COVERAGE**

**If this bid/proposal package is for a building or construction contract, all of the provisions of this rule as shown below apply. Since this is a mandatory requirement, cost increases should not be experienced because of the need to comply with the Texas Workers' Compensation Law. For additional information contact the Texas Workers' Compensation Commission, Southfield Building, 400 S. IH-35, Austin, Texas 78704-7491, (512) 440-3618.**

A. Definitions:

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, TWCC-81, TWCC-82, TWCC-83, or TWCC-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.

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.

Persons providing services on the project ("subcontractor" in §406.096) - Includes all persons or entities performing all or part of the services 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, subcontractors, 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" include, 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.

- B. The Contractor shall provide coverage, based on proper 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 employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. 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.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- (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
  - (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 of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. 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.
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, 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.

- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (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.
  - (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.
  - (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.
  - (4) Obtain from each other person with whom it contracts, and provide to the Contractor:
    - (a) A certificate of coverage, prior to the other person beginning work on the project, and
    - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - (5) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - (6) Notify the government entity in writing by certified mail or personal delivery, within ten (10) days after the person new or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7) with the Certificates of coverage to be provided to the person for whom they are providing services.
- J. 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 on 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.



# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

FILED FOR RECORD  
at 10:30 o'clock a.m.

SEP 06 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *[Signature]*

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

APAC-TEXAS, INC., Texas Bitulithic Co.

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

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

n/a  
Name of Officer

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

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

Yes  No

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

Yes  No

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

None

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

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

8/23/2016  
Date

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

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

SEP 06 2016

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.

JENNIFER LINDEN County Clerk Hunt County By [Signature]

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number: 2016-103330

Date Filed: 08/23/2016

Date Acknowledged:

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

APAC-TEXAS, INC. Dallas, 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.

Hunt County, Texas

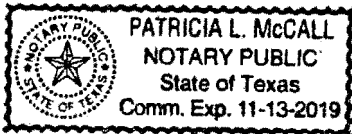
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFB# 146-16 Asphalt Hot & Cold Contract for Hunt County

Table with 4 columns: Name of Interested Party, City, State, Country (place of business), and Nature of interest (Controlling, Intermediary). Row 1: APAC-TEXAS, INC., Dallas, TX United States, Controlling, X.

5 Check only if there is NO Interested Party. [ ]

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature] Signature of authorized agent of contracting business entity William L. Warner, Account Manager

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said William L. Warner, this the 23rd day of August 2016, to certify which, witness my hand and seal of office.

[Signature] Patricia L. McCall Printed name of officer administering oath

Admin. Asst. and Notary Public Title of officer administering oath

# 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.

APAC-TEXAS, INC.  
Dallas, TX United States

Certificate Number:  
2016-103330

Date Filed:  
08/23/2016

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

Hunt County, Texas

Date Acknowledged:  
08/31/2016

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.

RFB# 146-16  
Asphalt Hot & Cold Contract for Hunt County

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	APAC-TEXAS, INC.	Dallas, TX United States		X

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

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

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**Certificate of Insurance**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

**This is to Certify that**

APAC-TEXAS, INC.  
Texas Bitulithic Co.  
2121 Irving Blvd.  
Dallas, Texas 75207

NAME AND  
ADDRESS  
OF INSURED



**Liberty Mutual**  
**INSURANCE**

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE		POLICY NUMBER	LIMIT OF LIABILITY										
	<input type="checkbox"/> CONTINUOUS	<input type="checkbox"/> EXTENDED			<input checked="" type="checkbox"/> POLICY TERM									
<b>WORKERS COMPENSATION</b>	9/1/2016		WA7-C8D-004095-025 WC7-C81-004095-015	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: -025: All States except OH, ND, WA, WY  -015: WI  <table border="1"> <tr><th colspan="2">EMPLOYERS LIABILITY</th></tr> <tr><td>Bodily Injury by Accident</td><td>\$1,000,000 Each Accident</td></tr> <tr><td>Bodily Injury By Disease</td><td>\$1,000,000 Policy Limit</td></tr> <tr><td>Bodily Injury By Disease</td><td>\$1,000,000 Each Person</td></tr> </table>	EMPLOYERS LIABILITY		Bodily Injury by Accident	\$1,000,000 Each Accident	Bodily Injury By Disease	\$1,000,000 Policy Limit	Bodily Injury By Disease	\$1,000,000 Each Person		
EMPLOYERS LIABILITY														
Bodily Injury by Accident	\$1,000,000 Each Accident													
Bodily Injury By Disease	\$1,000,000 Policy Limit													
Bodily Injury By Disease	\$1,000,000 Each Person													
<b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	9/1/2016		TB2-C81-004095-115 -Per Project Aggregate included.	<table border="1"> <tr><td>General Aggregate</td><td>\$2,000,000</td></tr> <tr><td>Products / Completed Operations Aggregate</td><td>\$2,000,000</td></tr> <tr><td>Each Occurrence</td><td>\$2,000,000</td></tr> <tr><td>Personal &amp; Advertising Injury</td><td>\$2,000,000 Per Person / Organization</td></tr> <tr><td>Other Damage to Premises Rented to You: \$250,000</td><td>Other Medical Exp: \$5,000</td></tr> </table>	General Aggregate	\$2,000,000	Products / Completed Operations Aggregate	\$2,000,000	Each Occurrence	\$2,000,000	Personal & Advertising Injury	\$2,000,000 Per Person / Organization	Other Damage to Premises Rented to You: \$250,000	Other Medical Exp: \$5,000
General Aggregate	\$2,000,000													
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Other Damage to Premises Rented to You: \$250,000	Other Medical Exp: \$5,000													
<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	9/1/2016		AS2-C81-004095-125	<table border="1"> <tr><td>\$2,000,000</td><td>Each Accident—Single Limit B.I. And P.D. Combined</td></tr> <tr><td></td><td>Each Person</td></tr> <tr><td></td><td>Each Accident or Occurrence</td></tr> <tr><td></td><td>Each Accident or Occurrence</td></tr> </table>	\$2,000,000	Each Accident—Single Limit B.I. And P.D. Combined		Each Person		Each Accident or Occurrence		Each Accident or Occurrence		
\$2,000,000	Each Accident—Single Limit B.I. And P.D. Combined													
	Each Person													
	Each Accident or Occurrence													
	Each Accident or Occurrence													
<b>OTHER</b> Automobile policy	9/1/2015 - 9/1/2016		AS2-C81-054502-525	Physical Damage only -\$10,000 Comp -\$10,000 Coll										

RETRO DATE

**ADDITIONAL COMMENTS**

For RFB# 146-16, Asphalt Hot & Cold Contract for Hunt County. Hunt County is additional insured on GL and AL with waiver of subrogation on all coverage.

\* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

**NOTICE OF CANCELLATION:** (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

**Liberty Mutual Insurance Group**

Certificate Holder

Hunt County, Texas  
Purchasing Department  
2507 Lee Street, Room 104  
Greenville, TX 75401

*Stanley S. Esposito, Jr.*

Stan Esposito

AUTHORIZED REPRESENTATIVE

Pittsburgh / 0387  
12 Federal Street, Ste. 310  
Pittsburgh

PA 15212-5706 412-231-1331

8/23/2016

OFFICE

PHONE

DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10

AA

# County of Hunt

STATE OF TEXAS

PURCHASING DEPARTMENT  
2507 Lee Street, Room 104  
Greenville, Texas 75401



PHONE: (903) 408-4148  
FAX: (903) 408-4242  
clowry@huntcounty.net

## Invitation To Bid

### Formal Bid # 146-16, Asphalt Hot & Cold Twelve (12) Month Contract

Sealed bids in single copy unless otherwise stated, subject to Terms and Conditions of this Invitation to Bid and other contract provisions, will be received at the office of the Hunt County Purchasing Agent, 2507 Lee Street, Room 104, Greenville, Texas, 75401 until **10:00 A.M. Central Time August 31, 2016.**

The Hunt County Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance can be received by visiting the Purchasing Office at 2507 Lee Street, Room 104, Greenville, TX 75401 or by calling (903) 408-4148.

#### READ CAREFULLY

Please quote prices on the articles on the attached bid sheet. The right is reserved to accept or reject all or any part of your offer, and to accept the offer the Commissioners' Court considers the lowest responsible bid. Bids are to be returned sealed in an envelope clearly indicating that a bid is enclosed and reflecting the bid number.

By submitting this bid, the undersigned hereby certifies that said bid has been independently arrived at and that price, terms, or conditions appearing or applicable hereto, have not and will not be disclosed by or on behalf of the bidder to another bidder or competitor.

The undersigned by his/her signature represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation to Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein. **You must sign below in INK; failure to sign and return WILL disqualify the offer. All prices must be typewritten or written in ink.**

Company Name: Richard Drake Construction  
Company L.P.

Address: 6290 Hwy 271 North

Contact Name: Reggie Horton

City, State, Zip: Powderly TX 75473

Telephone Number: 903-732-4781

FAX Number: 903-732-4340

By: Reggie Horton

By: Reggie Horton

Authorized Representative – Signed by Hand

Authorized Representative – Typed or Printed

**(THIS BID IS VALID FOR 60 DAYS UNLESS OTHERWISE STATED)**

## TABLE OF CONTENTS

Items checked below represent components which comprise this bid/proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid/proposal. Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately.

It is the Offeror's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your bid packet.

- 1.     **Cover Sheet**  
Your company name, address, and your signature (**IN INK**) should appear on this page.
  
- 2.     **Table of Contents**  
This page is the Table of Contents.
  
- 3.     **Special Requirements/Instructions**  
This section provides information you must know in order to make an offer properly.
  
- 4.     **Implementation of House Bill 23**  
Conflict of Interest Questionnaire
  
- 5.     **Implementation of House Bill 1295 – Instructions and Filing Process with the Texas Ethics Commission**  
Certificate of Interest Parties (Form 1295)
  
- 6.     **Specifications**  
This section contains the detailed description of the product/service sought by the County.
  
- 7.     **Pricing/Delivery Information**  
This form is used to solicit exact pricing of goods/services and delivery costs.
  
- 8.     **General Requirements**  
You should be familiar with all of the General Requirements.
  
- 9.     **Attachments**
  - a.     **Residence Certification**  
Be sure to complete this form and return with packet.
  
  - b.     **Bid Guaranty & Performance Bond Information & Requirements**  
This form applies only to certain bids/proposals. Please read carefully and fill out completely.
  
  - c.     **Minimum Insurance Requirements**  
Included when applicable (does not supersede "Hold Harmless" section of General Requirements).
  
  - d.     **Workers' Compensation Insurance Coverage Rule 110.110**  
Included when applicable.
  
  - e.     **Reference Sheet**  
When references are required by the bid specifications you must complete this sheet.

## SPECIAL REQUIREMENTS/INSTRUCTIONS

### FORMAL BID # 146-16; ASPHALT HOT & COLD CONTRACT TWELVE (12) MONTHS

1. **PAYMENT**

All invoices are to be submitted to Hunt County Auditor, P.O. Box 1097, Greenville, Texas 75403-1097, (903) 408-4123. Hunt 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 Price/Delivery Information Sheet(s) submitted as a part of the bid will be considered.

Invoices must indicate Hunt County, 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).

2. **ESCALATION CLAUSE**

Successful bidder(s) may apply for a price increase/decrease to the Hunt County Purchasing Agent. Price increase/decrease will be that amount increased/ decreased to the vendor from its supplier. Written documentation of the increase/decrease must be provided to the Hunt County Purchasing Agent at least 30 days prior to the effective date of increase. No application for a price increase/decrease may be submitted within the first three (3) months of this contract. Increases of more than 25% of the bid price will not be considered. Price decreases must be passed on to Hunt County immediately. Copies of the revised price list shall be sent directly to Hunt County Purchasing, 2507 Lee Street, Room 104, Greenville, TX 75401. Price lists shall show the bid number and title.

3. **DESCRIPTION**

All prices must be quoted FOB delivered to the addresses listed below unless otherwise noted:

A. Precinct 1 – 310 East Locust, Celeste, TX	903-568-4522
B. Precinct 2 – 2020 Gilmer, Caddo Mills, TX	903-527-3181
C. Precinct 3 – 301 Hwy 69 N., Lone Oak, TX	903-662-5332
D. Precinct 4 – 1005 ½ Bois D'Arc Street, Commerce, TX	903-886-6321

4. **ESTIMATES OF USE**

The stated estimate of use on the Price and Delivery pages are estimates of twelve (12) months use of that item and is **NOT** a commitment to purchase in that quantity or in any quantity. The actual usage by Hunt County will vary from the estimated use so indicated on the price and delivery sheet.



5. **Conflict of Interest Questionnaire:**

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale of or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflicts of interest disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) must be submitted not later than the seventh (7<sup>th</sup>) business day after the date the vendor begins discussion, negotiation, applies or response to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

6. **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

**Filing Process:**

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. <https://www.ethics.state.tx.us/tec/1295-Info.htm>, please follow Instructional Video for Business Entities. at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

## **SPECIFICATIONS**

### **FORMAL BID # 146-16; ASPHALT HOT & COLD CONTRACT TWELVE (12) MONTHS**

#### **SCOPE**

It is the intent of this Invitation to Bid to solicit bids for the Asphalt Hot & Cold Mix for the Hunt County Road & Bridge Departments, as listed herein for a twelve (12) month period beginning September 24, 2016 through September 23, 2017. All bidders are advised that estimates of use provided are estimates only and are NOT a commitment to purchase any materials. Actual usage will be based upon the requirements of the individual county precincts.

For information regarding the bid process, please contact Cheryl Lowry, Hunt County Purchasing Agent at 903-408-4148 prior to August 24, 2016.

#### **DESCRIPTION**

All work under this contract shall be performed in accordance with the requirements and specifications given in this contract as well as being under the guidance and direction of the appropriate representative of Hunt County.

All work will be performed during our regular working hours (7 am to 4 pm), unless otherwise specified in this agreement.

#### **WORK STANDARDS**

All work shall be performed to the complete satisfaction of Hunt County.

#### **SAFETY**

All Contractors performing service for Hunt County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations.

The Contractor must provide a certificate of Workers Compensation coverage and certificate of liability insurance to the County prior to being awarded the contract.

#### **EVALUATION CRITERIA**

The evaluation of this bid will be based on the following factors. The criteria are listed in order of their relative importance.

1. Compliance with specifications (proof of insurance)
2. Cost
3. Vendor performance history

#### **SUB-CONTRACTORS**

The contractor (s) awarded this bid shall only employ employee sub-contractor (s) which meet the insurance and safety requirements of the bid specifications. The county shall not be held responsible or liable for any contracts or compensation due any sub-contractor (s) by the awarded contractor (s) in the course of the awarded contractor (s) obligation to fulfill this contract.

#### **AWARD**

Due to multiple delivery locations and product quality and availability, Hunt County reserves the right to make multiple awards for this contract.

**PRICE/DELIVERY FORM**

**FORMAL BID # 146-16; ASPHALT HOT & COLD CONTRACT TWELVE (12) MONTHS**

**Precinct 1 – 310 East Locust, Celeste, TX 75423 – Commissioner – Eric Evans  
Foreman - Mark Bussell – (903) 568-4522**

Estimated use for twelve months: 0 tons Hot Mix – 0 tons Cold Mix

Hot Mix Firm Fixed Price Delivered: \$ 83.35 per ton

Hot Mix Firm Fixed Price Picked Up: \$ 71.80 per ton

Cold Mix Firm Fixed Price Delivered: \$ 80.45 per ton

Cold Mix Firm Fixed Price Picked Up: \$ 68.90 per ton

State your pick up point: CR 12530 Paris Texas

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

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**Precinct 2 – 2020 Gilmer St., Caddo Mills, TX 75135 – Commissioner – Tod McMahan  
Foreman – Greg McDonald – (903) 527-3181**

Estimated use for twelve months: 2,000 tons Hot Mix – 0 tons Cold Mix

Hot Mix Firm Fixed Price Delivered: \$ 82.10 per ton

Hot Mix Firm Fixed Price Picked Up: \$ 71.80 per ton

Cold Mix Firm Fixed Price Delivered: \$ 79.20 per ton

Cold Mix Firm Fixed Price Picked Up: \$ 68.90 per ton

State your pick up point: CR 12530 Paris Texas

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

---

**PRICE/DELIVERY FORM**

**FORMAL BID # 146-16; ASPHALT HOT & COLD CONTRACT TWELVE (12) MONTHS**

**Precinct 3 – 301 Hwy 69 N, Lone Oak, TX 75453 – Commissioner – Phillip Martin  
Foreman - Jason White – (903) 662-5332**

Estimated use for twelve months: 0 tons Hot Mix – 0 tons Cold Mix

Hot Mix Firm Fixed Price Delivered: \$ 82.10 per ton

Hot Mix Firm Fixed Price Picked Up: \$ 71.80 per ton

Cold Mix Firm Fixed Price Delivered: \$ 79.20 per ton

Cold Mix Firm Fixed Price Picked Up: \$ 68.90 per ton

State your pick up point: CR 12530 Paris Texas

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

---

\*\*\*\*\*

**Precinct 4 – 1005 ½ Bois D' Arc Street, Commerce, TX 75428 – Commissioner – Jim Latham  
Foreman - Phillip Staton – (903) 886-6321**

Estimated use for twelve months: 0 tons Hot Mix – 5 tons Cold Mix

Hot Mix Firm Fixed Price Delivered: \$ 84.80 per ton

Hot Mix Firm Fixed Price Picked Up: \$ 71.80 per ton

Cold Mix Firm Fixed Price Delivered: \$ 81.80 per ton

Cold Mix Firm Fixed Price Picked Up: \$ 68.90 per ton

State your pick up point: \_\_\_\_\_

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

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**PRICE/DELIVERY FORM**

**FORMAL BID # 146-16; ASPHALT HOT & COLD CONTRACT TWELVE (12) MONTHS**

**COMMENTS or EXCEPTIONS**

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**IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PIGGYBACK OFF THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS:**

  ✓   **YES**                                 **NO**

The undersigned bidder has carefully examined the Invitation to Bid and the Certification included therein, the Standard Terms and Conditions and the Technical Specifications.

Further, the undersigned understands that by his signature affixed below, he/she agrees to enter into a contract with Hunt County in accordance with the requirements of the County as stated in the above-referenced contract documents, and in accordance with additional contract forms and terms of agreement from bidder's company as furnished by bidder herewith.

Richard Drake Construction Co. L.P.

Company Name

6290 Hwy 271 North

Address

Powderly TX 75473

City, State, Zip

903-732-4781

Phone

903-732-4340

Fax

Reggie Horton

Authorized Signature

Reggie Horton

Name (Printed or Typed)

Vice President

Title

8-17-16

Date

ldrake@rdcccp.com

E-Mail

**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
**FOR BIDS**

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your bid package is complete.

**ACCESS TO RECORDS**

In special circumstances, vendor may be required to allow duly authorized representatives of Hunt County or the State of Texas and the federal government access to contracts, books, documents and records necessary to verify the nature and extent of the cost of services provided by the vendor.

**ADDENDA**

When specifications are revised, the Hunt County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must sign and include it in the returned bid package.

**ASSIGNMENT**

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Hunt County Commissioner's Court.

**AWARD**

Hunt 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, to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

**BID FORM COMPLETION**

Fill out and return to the Hunt County Purchasing Department ONE (1) Original complete bid form in an appropriately sized envelope or box. PACKAGE MUST SHOW THE BID NUMBER, DESCRIPTION AND BE MARKED "SEALED BID." An authorized representative of the offeror should sign the Bid Cover Sheet. An authorized representative of the offeror should sign the Conflict of Interest Questionnaire and return with bid. The completed Form 1295 with the certification of filing, signed and notarized must be returned with the bid. The contract will be binding only when, the County Auditor, as applicable, certifies funds and a Purchase Order issued

**BID RETURNS**

Offerors must return all completed bids to the Hunt County Purchasing Department reception desk at 2507 Lee Street, Room 104, Greenville, TX, 75401, before 10:00 A.M. LOCAL TIME IN GREENVILLE, TEXAS on the date specified. Late bids will not be accepted.

**BONDS**

If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's check is not acceptable.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this contract. Contractor also certifies that contractor will notify Hunt County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Hunt County for any payments made to the contractor while ineligible.

**CHANGE OF OWNERSHIP**

If ownership of your firm should change during the term of this contract, Hunt County must be notified in writing within ten (10) days and a new declaration of relationships submitted immediately to Hunt County Purchasing Agent. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.

**CONFLICT OF INTEREST IN CONTRACTS**

The Commissioners shall not approve the expenditure of any funds in favor of a business entity in which a county official or employee either directly or indirectly owns a substantial interest unless prior to any vote or decision on any matter involving the business entity, the commissioners are made aware of the interest of the official or employee and provided further that the official or employee take no part in the negotiating, making, accepting, or approving any payment, agreement or contract affecting the business entity and performs no duty for Hunt County in connection with the business entity.

**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
**FOR BIDS**

**CONTRACT OBLIGATION**

Hunt County Commissioner's Court must award the contract and the County Judge or other person authorized by the Hunt County Commissioner's Court must sign the contract before it becomes binding on Hunt County or the offerors. Department heads are NOT authorized to sign agreements for Hunt County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

**CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between Hunt County and the offeror. Any price escalations are limited to those stated by the offeror in the original bid.

**DIGITAL FORMAT**

If offeror obtained the bid specifications in digital format in order to prepare a response, *the bid must be submitted in hard copy* according to the instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County's published bid specifications, the County's bid specification *as published* shall control. Furthermore, if an alteration of any kind to the County's bid specification is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation without recourse.

**DISQUALIFICATION OF OFFEROR**

Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Hunt County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by an offeror and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

**DRUG FREE WORK PLACE**

All vendors shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, to its employees and all sub-contractors to insure that Hunt County maintains a drug-free workplace. The County reserves the right to review drug-testing records of any personnel involved in this bid project. The County may require, at vendor's expense, drug testing of vendor's personnel if no drug testing records exists or if such test results are older than six (6) months.

**E-MAIL ADDRESS CONSENT**

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Hunt County or any agency of Hunt County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §522.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

**ERRORS or OMISSIONS**

Due care and diligence have been used in preparation of this RFB, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all the information presented here in shall rest solely with the bidder. Hunt County and its representatives shall not be responsible for errors or omissions in these specifications, nor for failure on the part of the bidder to determine the full extent of the exposure.

**EVALUATION**

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Hunt County Purchasing Department and recommendation to Hunt County Commissioner's Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. **Pricing is NOT the only criteria for making a recommendation.** The Hunt County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

**FISCAL FUNDING**

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Hunt County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
**FOR BIDS**

**GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Hunt County's interpretation shall govern.

**GOVERNING LAW**

This invitation to bid is governed by the competitive requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Bidders shall comply with all applicable federal, state and local laws and regulations. Bidder is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Hunt County may request and rely upon advice, decisions and opinions of the Attorney General of Texas, the County Attorney, and the County Civil Attorney concerning any portion of these requirements. Any contract resulting from the award of this bid shall be governed by and construed in accordance with the laws of the State of Texas and the County of Hunt, Texas. The venue for all matters of arbitration and litigation shall be the County of Hunt, Texas.

**GRANT FUNDING**

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

**HIPAA COMPLIANCE**

Offeror agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

**HOLD HARMLESS AGREEMENT**

Contractor, the successful offeror, shall indemnify and hold Hunt County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

**INSPECTIONS & TESTING**

Hunt County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

**INTER-LOCAL PARTICIPATION**

It is hereby made a precondition of any bid/offer for a Contract for supplies or services and a part of these specifications, that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having an inter-local agreement with Hunt County. It is further understood, that any other governmental entity that elects to use a Hunt County Semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.

**INTER-NET DISCLAIMER**

Hunt County will not be Responsible or Liable for errors and omissions within bid documents and bid addendum obtained from inter-net sources that are not authorized by Hunt County. Vendors obtaining bid information from the inter-net are encouraged to contact the Hunt County Purchasing Department to request all documentation relevant to this bid.

**INVOICES AND PAYMENTS**

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice that cannot be verified by the contract price and/or is otherwise incorrect will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Hunt County Auditor's office. Failure to provide this information may result in a delay in payment and/or back up withholding as required by the Internal Revenue Service.



HUNT COUNTY  
GENERAL REQUIREMENTS  
FOR BIDS

MAINTENANCE

Maintenance required for equipment bid should be available in Hunt County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Hunt 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.

MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets, which are applicable to hazardous substances, defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any bid applying thereto.

MULTIPLE BID AWARD

At the discretion of the Commissioners' Court, Bids may or may not be awarded to a separate vendor. Hunt County reserves the right to concurrently award this bid to the Second Lowest Bidder. The Second Lowest Bidder may provide services requested by Hunt County in the event that the Low Bidder experiences circumstances, which prevent the Low Bidder from providing the service requirements within the time frame, set forth by the County.

NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of Hunt County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hunt County shall act as sole judge in determining equality and acceptability of products offered.

NEW MILLENIUM COMPLAINE

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a bid or proposal for services on a Hunt County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid or proposal, that bid or proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hunt County. Potential bidders are advised that they may have to disclose requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$100.00, given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Hunt County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

PROCUREMENT CARDS

Procurement Cards (MasterCard / VISA) may be utilized for purchase of items awarded on this bid. **Hunt County will not accept or pay any Interchange Fees or Credit Card Processing Fees** associated with Procurement Card Transactions. All Procurement Card transactions are exempt from local and state sales tax.

PURCHASE ORDER AND DELIVERY

The successful offeror shall not deliver products or provide services without a Hunt County Purchase Order, signed by an authorized agent of the Hunt County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Hunt County without prejudice to other remedies provided by law. **Where delivery times are critical, Hunt County reserves the right to award accordingly.**

**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
**FOR BIDS**

**RECYCLED MATERIALS**

Hunt County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hunt County will be the sole judge in determining product preference application.

**SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

**SUPPLEMENTAL MATERIALS**

Offerors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Bid.

**TAXES**

Hunt County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Hunt County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hunt County Auditor.

**TERM CONTRACTS**

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

**TERMINATION**

Hunt County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Hunt County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hunt County's satisfaction and/or to meet all other obligations and requirements. Hunt County may terminate the contract without cause upon thirty (30) days written notice.

**TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to Hunt County until Hunt County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" address.

**VENUE**

The parties agree that regarding any dispute or litigation that may arise in the execution and performance of this contract, that venue for all proceedings, judicial or otherwise, shall be proper in Hunt County.

**WAIVER OF SUBROGATION**

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

**WARRANTIES**

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Hunt County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Hunt County may correct at the offeror's expense

HUNT COUNTY  
GENERAL REQUIREMENTS  
FOR BIDS

**VENDORS OWING TAXES**

Pursuant to TX Local Government Code §262.0276, Hunt County Commissioner's Court has adopted a policy which requires that vendors' taxes be current as of the date bids/proposals are due. Bidders with delinquent taxes on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Vendors who believe a delinquency is reflected in error must contact the Hunt County Tax Office to correct any errors or discrepancies prior to submitting their bid in order to ensure that their bid will be considered. Tax records are available online at the Hunt County Tax Office website —[www.hctax.info](http://www.hctax.info). Prior to submitting a bid, vendors are encouraged to visit the Hunt County website, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent, Hunt County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids, proposals, quotations and contracts due on or after January 1, 2008.

Revised 5/11

**CERTIFICATE OF INSURANCE REQUIREMENTS**

**FORMAL BID # 146-16; ASPHALT HOT & COLD CONTRACT TWELVE (12) MONTHS**

Without limiting any of the other obligations or liabilities, the vendor shall provide minimum insurance coverage's as listed below, prior to the execution of the contract and maintain coverage's, without interruption provided by an insurer licensed in the State of Texas, rated A- or better by A.M. Best Rating, until the work is completed and accepted by the owner. A certificate of insurance will be placed in the appropriate bid file of Hunt County prior to the execution of the contract/purchase order.

**TYPE OF COVERAGE**

**MINIMUM LIMITS**

**WORKERS COMPENSATION  
COVERAGE A (See attachment "f")**

**STATUTORY**

**EMPLOYERS LIABILITY  
COVERAGE B**

Bodily Injury by Accident – Each Accident	\$100,000
Bodily Injury by Disease – Policy Limit	\$500,000
Bodily Injury by Disease – Each Employee	\$100,000

**COMMERCIAL GENERAL LIABILITY**

COVERAGE A – Each Occurrence	\$1,000,000
COVERAGE B – Personal & Advertising Injury	\$250,000
General Aggregate other than Products	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000

**NOTE:**

- 1) Coverage for explosion, collapse & underground property hazards cannot be excluded.
- 2) Contractual liability coverage cannot be excluded.
- 3) Contractor will assume all liability for independent subcontractors.
- 4) Coverage must include Hunt County as an Additional Insured for all work performed for, or on behalf of, the County.

**AUTOMOBILE LIABILITY**

Bodily Injury Liability – Each Person	\$250,000
Bodily Injury Liability – Each Occurrence	\$500,000
Property Damage Liability – Each Occurrence	\$100,000

**NOTE:**

- 1) Coverage must include all owned, hired, and non-owned vehicles.

In the event of any material change, non-renewal or cancellation of any policy, vendor's insurance company will give 45 days actual prior written notice to Hunt County for such changes or cancellations.

**WCC RULE 110.110 WORKERS' COMPENSATION INSURANCE COVERAGE**

If this bid/proposal package is for a building or construction contract, all of the provisions of this rule as shown below apply. Since this is a mandatory requirement, cost increases should not be experienced because of the need to comply with the Texas Workers' Compensation Law. For additional information contact the Texas Workers' Compensation Commission, Southfield Building, 400 S. IH-35, Austin, Texas 78704-7491, (512) 440-3618.

A. Definitions:

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, TWCC-81, TWCC-82, TWCC-83, or TWCC-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.

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.

Persons providing services on the project ("subcontractor" in §406.096) - Includes all persons or entities performing all or part of the services 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, subcontractors, 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" include, 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.

- B. The Contractor shall provide coverage, based on proper 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 employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. 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.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- (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
  - (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 of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. 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.
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, 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.

- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (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.
  - (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.
  - (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.
  - (4) Obtain from each other person with whom it contracts, and provide to the Contractor:
    - (a) A certificate of coverage, prior to the other person beginning work on the project, and
    - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - (5) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - (6) Notify the government entity in writing by certified mail or personal delivery, within ten (10) days after the person new or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7) with the Certificates of coverage to be provided to the person for whom they are providing services.
- J. 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 on 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.

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

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

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

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

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

### OFFICE USE ONLY

Date Received

at 10:30 o'clock

FILED FOR RECORD  
SEP 06 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX

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

Richard Drake Construction Company L.P.

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

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

None

Name of Officer

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

N/A

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

Yes

No

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

Yes

No

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

N/A

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

7 Reggie Norton  
Signature of vendor doing business with the governmental entity

8-17-16  
Date

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

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a)**: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B)**:

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



**CERTIFICATE OF INTERESTED PARTIES**

FILED FOR RECORD  
at 10:30 o'clock a.m.

FORM 1295

SEP 06 2016

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.

JENNIFER LINDENZWEIG  
By County Clerk, Hunt County, TX  
9/6/2016

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2016-106638

Date Filed:  
08/31/2016

Date Acknowledged:

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

Richard Drake Construction Company LP  
Powderly, 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.

County of Hunt, State of 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.

Bid #146-16  
Asphalt Hot & Cold Twelve (12) Month Contract

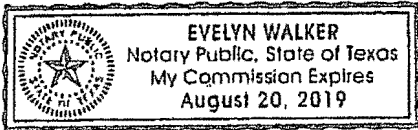
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Reggie Horton  
signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Reggie Horton, this the 31<sup>st</sup> day of August, 20 16, to certify which, witness my hand and seal of office.

[Signature]  
Signature of officer administering oath

Evelyn Walker  
Printed name of officer administering oath

Notary  
Title of officer administering oath

# 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.**

Richard Drake Construction Company LP  
 Powderly, TX United States

**Certificate Number:**  
 2016-106638

**Date Filed:**  
 08/31/2016

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

County of Hunt, State of Texas

**Date Acknowledged:**  
 08/31/2016

**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.**

Bid #146-16  
 Asphalt Hot & Cold Twelve (12) Month Contract

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 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

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

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/19/2016

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 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> K&S Insurance Agency 2255 Ridge Road, Ste. 333 P. O. Box 277 Rockwall TX 75087		<b>CONTACT NAME:</b> Donna Walker <b>PHONE (A/C No. Ext):</b> (972) 771-4071 <b>E-MAIL ADDRESS:</b> dwalker@kandsins.com <b>FAX (A/C No):</b> (972) 771-4695	
<b>INSURED</b> Richard Drake Construction Company, L.P. 6290 Highway 271 N. Powderly TX 75473		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> United Fire & Casualty Company 13021 <b>INSURER B:</b> Texas Mutual Insurance Co. 22945 <b>INSURER C:</b> Hanover Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER: 16/17 MASTER**                      **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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Ded: \$2,000 PD GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			85319456	03/30/2016	03/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OPAGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			85319456	03/30/2016	03/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP- Basic \$ 2,500
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			85319456	03/30/2016	03/30/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TsF0001267055	03/30/2016	03/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cont. Equip. Ded: \$2,500			IHDA872550	03/30/2016	03/30/2017	Rented/Leased Each/Limit \$500k/\$1mil
C	Motor Truck Cargo Ded: \$10k			IHDA872550	03/30/2016	03/30/2017	Single Conveyance 1,000,000

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

<b>CERTIFICATE HOLDER</b>  Hunt County Hunt County Personnel Department Hunt County Court House 2500 Lee Street Greenville, TX 75401	<b>CANCELLATION</b>  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  T Fierro - Ins./KIRK <i>Tony Fierro</i>

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**Additional Named Insureds**

Other Named Insureds

dba Hilliard and Sons Contractors

Richard Drake, Individual

## COMMENTS/REMARKS

Additional Insured & Waiver of Subrogation Form #CG7208 02/15 applies to the General Liability Policy. Additional Insured & Waiver of Subrogation Form #CA7109 01/06 Applies to the Business Auto Policy.

Waiver of Subrogation Form #WC420304B Applies to the Workers Compensation Policy.

Primary & Non-Contributory Form #CG2001 04/13 Applies to the General Liability Policy.

Primary & Non-Contributory Form CA7334 09/15 Applies to the Business Auto Policy.

### GENERAL LIABILITY:

Blanket Additional Insured - automatic status when required in Construction Agreement with you.

Blanket Automatic Additional Insured - Lessor of Leased Equipment Automatic status when required in Lease Agreement with You.

Primary & Non-Contributory wording if required by written contract between the named insured and any person or organization that requires such status.

Blanket Waiver of Subrogation if required by written contract between the named insured and any person or organization that requires such status.

30 Day Notice of Cancellation form # CG0205 12/04

### AUTOMOBILE LIABILITY:

Blanket Additional Insured if required by written contract or agreement between the named insured and any person or organization that requires such status. Written agreement must be in effect and executed prior to Bodily Injury or Property Damage.

Blanket Waiver of Subrogation if required by written contract or agreement between the named insured and any person or organization that requires such status. Written agreement must be in effect and executed prior to Bodily Injury or Property Damage.

30 Day Notice of Cancellation form # CA7133 12/10

### WORKERS COMPENSATION:

Blanket Waiver of Subrogation if required by written contract between the named insured and any person or organization that requires such status.

30 Day Notice of Cancellation form #WC420601(01/94)

\*ALWAYS REFER TO THE ATTACHED POLICY FORMS FOR SPECIFIC WORDING OF SUCH COVERAGE, LIMITS, CONDITIONS AND EXCLUSIONS.

*BA*

**County of Hunt**  
STATE OF TEXAS

PURCHASING DEPARTMENT  
2507 Lee Street, Room 104  
Greenville, Texas 75401



PHONE: (903) 408-4148  
FAX: (903) 408-4242  
elowry@huntcounty.net

**Invitation To Bid**

**Formal Bid # 146-16, Asphalt Hot & Cold Twelve (12) Month Contract**

Sealed bids in single copy unless otherwise stated, subject to Terms and Conditions of this Invitation to Bid and other contract provisions, will be received at the office of the Hunt County Purchasing Agent, 2507 Lee Street, Room 104, Greenville, Texas, 75401 until **10:00 A.M. Central Time August 31, 2016.**

The Hunt County Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance can be received by visiting the Purchasing Office at 2507 Lee Street, Room 104, Greenville, TX 75401 or by calling (903) 408-4148.

**READ CAREFULLY**

Please quote prices on the articles on the attached bid sheet. The right is reserved to accept or reject all or any part of your offer, and to accept the offer the Commissioners' Court considers the lowest responsible bid. Bids are to be returned sealed in an envelope clearly indicating that a bid is enclosed and reflecting the bid number.

By submitting this bid, the undersigned hereby certifies that said bid has been independently arrived at and that price, terms, or conditions appearing or applicable hereto, have not and will not be disclosed by or on behalf of the bidder to another bidder or competitor.

The undersigned by his/her signature represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation to Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein. You must sign below in INK; failure to sign and return WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: RK Hall, LLC


Address: 222 E. Hickory St

Contact Name: Brandon Gibson

City, State, Zip: Paris, TX 75460

Telephone Number: 903-647-0581

FAX Number: 903-784-8887

By: 

By: Brandon Gibson

Authorized Representative – Signed by Hand

Authorized Representative – Typed or Printed

**(THIS BID IS VALID FOR 60 DAYS UNLESS OTHERWISE STATED)**

## TABLE OF CONTENTS

Items checked below represent components which comprise this bid/proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid/proposal. Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately.

It is the Offeror's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your bid packet.

- 1. **Cover Sheet**  
Your company name, address, and your signature (**IN INK**) should appear on this page.
- 2. **Table of Contents**  
This page is the Table of Contents.
- 3. **Special Requirements/Instructions**  
This section provides information you must know in order to make an offer properly.
- 4. **Implementation of House Bill 23**  
Conflict of Interest Questionnaire
- 5. **Implementation of House Bill 1295 – Instructions and Filing Process with the Texas Ethics Commission**  
Certificate of Interest Parties (Form 1295)
- 6. **Specifications**  
This section contains the detailed description of the product/service sought by the County.
- 7. **Pricing/Delivery Information**  
This form is used to solicit exact pricing of goods/services and delivery costs.
- 8. **General Requirements**  
You should be familiar with all of the General Requirements.
- 9. **Attachments**
  - a. **Residence Certification**  
Be sure to complete this form and return with packet.
  - b. **Bid Guaranty & Performance Bond Information & Requirements**  
This form applies only to certain bids/proposals. Please read carefully and fill out completely.
  - c. **Minimum Insurance Requirements**  
Included when applicable (does not supersede "Hold Harmless" section of General Requirements).
  - d. **Workers' Compensation Insurance Coverage Rule 110.110**  
Included when applicable.
  - e. **Reference Sheet**  
When references are required by the bid specifications you must complete this sheet.

## SPECIAL REQUIREMENTS/INSTRUCTIONS

### FORMAL BID # 146-16; ASPHALT HOT & COLD CONTRACT TWELVE (12) MONTHS

1. **PAYMENT**

All invoices are to be submitted to Hunt County Auditor, P.O. Box 1097, Greenville, Texas 75403-1097, (903) 408-4123. Hunt 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 Price/Delivery Information Sheet(s) submitted as a part of the bid will be considered.

Invoices must indicate Hunt County, 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).

2. **ESCALATION CLAUSE**

Successful bidder(s) may apply for a price increase/decrease to the Hunt County Purchasing Agent. Price increase/decrease will be that amount increased/ decreased to the vendor from its supplier. Written documentation of the increase/decrease must be provided to the Hunt County Purchasing Agent at least 30 days prior to the effective date of increase. No application for a price increase/decrease may be submitted within the first three (3) months of this contract. Increases of more than 25% of the bid price will not be considered. Price decreases must be passed on to Hunt County immediately. Copies of the revised price list shall be sent directly to Hunt County Purchasing, 2507 Lee Street, Room 104, Greenville, TX 75401. Price lists shall show the bid number and title.

3. **DESCRIPTION**

All prices must be quoted FOB delivered to the addresses listed below unless otherwise noted:

A. Precinct 1 – 310 East Locust, Celeste, TX	903-568-4522
B. Precinct 2 – 2020 Gilmer, Caddo Mills, TX	903-527-3181
C. Precinct 3 – 301 Hwy 69 N., Lone Oak, TX	903-662-5332
D. Precinct 4 – 1005 ½ Bois D'Arc Street, Commerce, TX	903-886-6321

4. **ESTIMATES OF USE**

The stated estimate of use on the Price and Delivery pages are estimates of twelve (12) months use of that item and is **NOT** a commitment to purchase in that quantity or in any quantity. The actual usage by Hunt County will vary from the estimated use so indicated on the price and delivery sheet.



**5. Conflict of Interest Questionnaire:**

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale of or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflicts of interest disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) must be submitted not later than the seventh (7<sup>th</sup>) business day after the date the vendor begins discussion, negotiation, applies or response to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

**6. Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

**Filing Process:**

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. <https://www.ethics.state.tx.us/tec/1295-Info.htm>, please follow Instructional Video for Business Entities. at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

## SPECIFICATIONS

### FORMAL BID # 146-16; ASPHALT HOT & COLD CONTRACT TWELVE (12) MONTHS

#### **SCOPE**

It is the intent of this Invitation to Bid to solicit bids for the Asphalt Hot & Cold Mix for the Hunt County Road & Bridge Departments, as listed herein for a twelve (12) month period beginning September 24, 2016 through September 23, 2017. All bidders are advised that estimates of use provided are estimates only and are NOT a commitment to purchase any materials. Actual usage will be based upon the requirements of the individual county precincts.

For information regarding the bid process, please contact Cheryl Lowry, Hunt County Purchasing Agent at 903-408-4148 prior to August 24, 2016.

#### **DESCRIPTION**

All work under this contract shall be performed in accordance with the requirements and specifications given in this contract as well as being under the guidance and direction of the appropriate representative of Hunt County.

All work will be performed during our regular working hours (7 am to 4 pm), unless otherwise specified in this agreement.

#### **WORK STANDARDS**

All work shall be performed to the complete satisfaction of Hunt County.

#### **SAFETY**

All Contractors performing service for Hunt County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations.

The Contractor must provide a certificate of Workers Compensation coverage and certificate of liability insurance to the County prior to being awarded the contract.

#### **EVALUATION CRITERIA**

The evaluation of this bid will be based on the following factors. The criteria are listed in order of their relative importance.

1. Compliance with specifications (proof of insurance)
2. Cost
3. Vendor performance history

#### **SUB-CONTRACTORS**

The contractor (s) awarded this bid shall only employ employee sub-contractor (s) which meet the insurance and safety requirements of the bid specifications. The county shall not be held responsible or liable for any contracts or compensation due any sub-contractor (s) by the awarded contractor (s) in the course of the awarded contractor (s) obligation to fulfill this contract.

#### **AWARD**

Due to multiple delivery locations and product quality and availability, Hunt County reserves the right to make multiple awards for this contract.

**PRICE/DELIVERY FORM**

**FORMAL BID # 146-16; ASPHALT HOT & COLD CONTRACT TWELVE (12) MONTHS**

**Precinct 1** – 310 East Locust, Celeste, TX 75423 – Commissioner – Eric Evans  
Foreman - Mark Bussell – (903) 568-4522

Estimated use for twelve months: 0 tons Hot Mix – 0 tons Cold Mix

Hot Mix Firm Fixed Price Delivered: \$ 72.00 per ton

Hot Mix Firm Fixed Price Picked Up: \$ 65.00 per ton

Cold Mix Firm Fixed Price Delivered: \$ 76.00 per ton

Cold Mix Firm Fixed Price Picked Up: \$ 69.00 per ton

State your pick up point: Hwy 224 Greenville, TX

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

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\*\*\*\*\*

**Precinct 2** – 2020 Gilmer St., Caddo Mills, TX 75135 – Commissioner – Tod McMahan  
Foreman – Greg McDonald – (903) 527-3181

Estimated use for twelve months: 2,000 tons Hot Mix – 0 tons Cold Mix

Hot Mix Firm Fixed Price Delivered: \$ 72.00 per ton

Hot Mix Firm Fixed Price Picked Up: \$ 65.00 per ton

Cold Mix Firm Fixed Price Delivered: \$ 76.00 per ton

Cold Mix Firm Fixed Price Picked Up: \$ 69.00 per ton

State your pick up point: Hwy 224 Greenville, TX

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

---

**PRICE/DELIVERY FORM**

**FORMAL BID # 146-16; ASPHALT HOT & COLD CONTRACT TWELVE (12) MONTHS**

**Precinct 3** – 301 Hwy 69 N, Lone Oak, TX 75453 – Commissioner – Phillip Martin  
Foreman - Jason White – (903) 662-5332

Estimated use for twelve months: 0 tons Hot Mix – 0 tons Cold Mix

Hot Mix Firm Fixed Price Delivered: \$ 72.00 per ton

Hot Mix Firm Fixed Price Picked Up: \$ 65.00 per ton

Cold Mix Firm Fixed Price Delivered: \$ 76.00 per ton

Cold Mix Firm Fixed Price Picked Up: \$ 69.00 per ton

State your pick up point: Hwy 224 Greenville, TX

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

---

\*\*\*\*\*

**Precinct 4** – 1005 ½ Bois D' Arc Street, Commerce, TX 75428 – Commissioner – Jim Latham  
Foreman - Phillip Staton – (903) 886-6321

Estimated use for twelve months: 0 tons Hot Mix – 5 tons Cold Mix

Hot Mix Firm Fixed Price Delivered: \$ 72.00 per ton

Hot Mix Firm Fixed Price Picked Up: \$ 65.00 per ton

Cold Mix Firm Fixed Price Delivered: \$ 76.00 per ton

Cold Mix Firm Fixed Price Picked Up: \$ 69.00 per ton

State your pick up point: Hwy 224 Greenville, TX

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

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**PRICE/DELIVERY FORM**

**FORMAL BID # 146-16; ASPHALT HOT & COLD CONTRACT TWELVE (12) MONTHS**

COMMENTS or EXCEPTIONS

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IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PIGGYBACK OFF THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS:

      ✓       YES                                         NO

The undersigned bidder has carefully examined the Invitation to Bid and the Certification included therein, the Standard Terms and Conditions and the Technical Specifications.

Further, the undersigned understands that by his signature affixed below, he/she agrees to enter into a contract with Hunt County in accordance with the requirements of the County as stated in the above-referenced contract documents, and in accordance with additional contract forms and terms of agreement from bidder's company as furnished by bidder herewith.

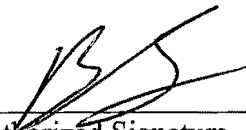
RK Hall, LLC  
Company Name

222 E. Hickory St.  
Address

Paris, TX 75460  
City, State, Zip

903-647-0581  
Phone

903-784-8887  
Fax

  
Authorized Signature

Brandon Gibson  
Name (Printed or Typed)

Sales  
Title

8-16-16  
Date

brandon.gibson@rk-hall.com  
E-Mail

**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
**FOR BIDS**

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your bid package is complete.

**ACCESS TO RECORDS**

In special circumstances, vendor may be required to allow duly authorized representatives of Hunt County or the State of Texas and the federal government access to contracts, books, documents and records necessary to verify the nature and extent of the cost of services provided by the vendor.

**ADDENDA**

When specifications are revised, the Hunt County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must sign and include it in the returned bid package.

**ASSIGNMENT**

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Hunt County Commissioner's Court.

**AWARD**

Hunt 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, to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

**BID FORM COMPLETION**

Fill out and return to the Hunt County Purchasing Department ONE (1) Original complete bid form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE BID NUMBER, DESCRIPTION AND BE MARKED "SEALED BID."** An authorized representative of the offeror should sign the Bid Cover Sheet. An authorized representative of the offeror should sign the Conflict of Interest Questionnaire and return with bid. The completed Form 1295 with the certification of filing, signed and notarized must be returned with the bid. The contract will be binding only when, the County Auditor, as applicable, certifies funds and a Purchase Order issued

**BID RETURNS**

Offerors must return all completed bids to the Hunt County Purchasing Department reception desk at 2507 Lee Street, Room 104, Greenville, TX, 75401, before 10:00 A.M. **LOCAL TIME IN GREENVILLE, TEXAS** on the date specified. **Late bids will not be accepted.**

**BONDS**

If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's check is not acceptable.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this contract. Contractor also certifies that contractor will notify Hunt County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Hunt County for any payments made to the contractor while ineligible.

**CHANGE OF OWNERSHIP**

If ownership of your firm should change during the term of this contract, Hunt County must be notified in writing within ten (10) days and a new declaration of relationships submitted immediately to Hunt County Purchasing Agent. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.

**CONFLICT OF INTEREST IN CONTRACTS**

The Commissioners shall not approve the expenditure of any funds in favor of a business entity in which a county official or employee either directly or indirectly owns a substantial interest unless prior to any vote or decision on any matter involving the business entity, the commissioners are made aware of the interest of the official or employee and provided further that the official or employee take no part in the negotiating, making, accepting, or approving any payment, agreement or contract affecting the business entity and performs no duty for Hunt County in connection with the business entity.

**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
**FOR BIDS**

**CONTRACT OBLIGATION**

Hunt County Commissioner's Court must award the contract and the County Judge or other person authorized by the Hunt County Commissioner's Court must sign the contract before it becomes binding on Hunt County or the offerors. Department heads are NOT authorized to sign agreements for Hunt County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

**CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between Hunt County and the offeror. Any price escalations are limited to those stated by the offeror in the original bid.

**DIGITAL FORMAT**

If offeror obtained the bid specifications in digital format in order to prepare a response, *the bid must be submitted in hard copy* according to the instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County's published bid specifications, the County's bid specification *as published* shall control. Furthermore, if an alteration of any kind to the County's bid specification is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation without recourse.

**DISQUALIFICATION OF OFFEROR**

Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Hunt County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by an offeror and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

**DRUG FREE WORK PLACE**

All vendors shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, to its employees and all sub-contractors to insure that Hunt County maintains a drug-free workplace. The County reserves the right to review drug-testing records of any personnel involved in this bid project. The County may require, at vendor's expense, drug testing of vendor's personnel if no drug testing records exists or if such test results are older than six (6) months.

**E-MAIL ADDRESS CONSENT**

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Hunt County or any agency of Hunt County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §522.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

**ERRORS or OMISSIONS**

Due care and diligence have been used in preparation of this RFB, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all the information presented here in shall rest solely with the bidder. Hunt County and its representatives shall not be responsible for errors or omissions in these specifications, nor for failure on the part of the bidder to determine the full extent of the exposure.

**EVALUATION**

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Hunt County Purchasing Department and recommendation to Hunt County Commissioner's Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. **Pricing is NOT the only criteria for making a recommendation.** The Hunt County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

**FISCAL FUNDING**

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Hunt County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
**FOR BIDS**

**GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Hunt County's interpretation shall govern.

**GOVERNING LAW**

This invitation to bid is governed by the competitive requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Bidders shall comply with all applicable federal, state and local laws and regulations. Bidder is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Hunt County may request and rely upon advice, decisions and opinions of the Attorney General of Texas, the County Attorney, and the County Civil Attorney concerning any portion of these requirements. Any contract resulting from the award of this bid shall be governed by and construed in accordance with the laws of the State of Texas and the County of Hunt, Texas. The venue for all matters of arbitration and litigation shall be the County of Hunt, Texas.

**GRANT FUNDING**

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

**HIPAA COMPLIANCE**

Offeror agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

**HOLD HARMLESS AGREEMENT**

Contractor, the successful offeror, shall indemnify and hold Hunt County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

**INSPECTIONS & TESTING**

Hunt County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

**INTER-LOCAL PARTICIPATION**

It is hereby made a precondition of any bid/offer for a Contract for supplies or services and a part of these specifications, that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having an inter-local agreement with Hunt County. It is further understood, that any other governmental entity that elects to use a Hunt County Semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.

**INTER-NET DISCLAIMER**

Hunt County will not be Responsible or Liable for errors and omissions within bid documents and bid addendum obtained from inter-net sources that are not authorized by Hunt County. Vendors obtaining bid information from the inter-net are encouraged to contact the Hunt County Purchasing Department to request all documentation relevant to this bid.

**INVOICES AND PAYMENTS**

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice that cannot be verified by the contract price and/or is otherwise incorrect will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Hunt County Auditor's office. Failure to provide this information may result in a delay in payment and/or back up withholding as required by the Internal Revenue Service.



**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
**FOR BIDS**

**MAINTENANCE**

Maintenance required for equipment bid should be available in Hunt County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Hunt 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.

**MATERIAL SAFETY DATA SHEETS**

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets, which are applicable to hazardous substances, defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any bid applying thereto.

**MULTIPLE BID AWARD**

At the discretion of the Commissioners' Court, Bids may or may not be awarded to a separate vendor. Hunt County reserves the right to concurrently award this bid to the Second Lowest Bidder. The Second Lowest Bidder may provide services requested by Hunt County in the event that the Low Bidder experiences circumstances, which prevent the Low Bidder from providing the service requirements within the time frame, set forth by the County.

**NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of Hunt County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hunt County shall act as sole judge in determining equality and acceptability of products offered.

**NEW MILLENIUM COMPLAINE**

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

**POTENTIAL CONFLICTS OF INTEREST**

An outside consultant or contractor is prohibited from submitting a bid or proposal for services on a Hunt County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid or proposal, that bid or proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hunt County. Potential bidders are advised that they may have to disclose requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$100.00, given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Hunt County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

**PRICING**

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

**PROCUREMENT CARDS**

Procurement Cards (MasterCard / VISA) may be utilized for purchase of items awarded on this bid. **Hunt County will not accept or pay any Interchange Fees or Credit Card Processing Fees** associated with Procurement Card Transactions. All Procurement Card transactions are exempt from local and state sales tax.

**PURCHASE ORDER AND DELIVERY**

The successful offeror shall not deliver products or provide services without a Hunt County Purchase Order, signed by an authorized agent of the Hunt County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Hunt County without prejudice to other remedies provided by law. **Where delivery times are critical, Hunt County reserves the right to award accordingly.**

**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
**FOR BIDS**

**RECYCLED MATERIALS**

Hunt County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hunt County will be the sole judge in determining product preference application.

**SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

**SUPPLEMENTAL MATERIALS**

Offerors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Bid.

**TAXES**

Hunt County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Hunt County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hunt County Auditor.

**TERM CONTRACTS**

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

**TERMINATION**

Hunt County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Hunt County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hunt County's satisfaction and/or to meet all other obligations and requirements. Hunt County may terminate the contract without cause upon thirty (30) days written notice.

**TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to Hunt County until Hunt County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" address.

**VENUE**

The parties agree that regarding any dispute or litigation that may arise in the execution and performance of this contract, that venue for all proceedings, judicial or otherwise, shall be proper in Hunt County.

**WAIVER OF SUBROGATION**

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

**WARRANTIES**

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Hunt County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Hunt County may correct at the offeror's expense.

HUNT COUNTY  
GENERAL REQUIREMENTS  
FOR BIDS

**VENDORS OWING TAXES**

Pursuant to TX Local Government Code §262.0276, Hunt County Commissioner's Court has adopted a policy which requires that vendors' taxes be current as of the date bids/proposals are due. Bidders with delinquent taxes on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Vendors who believe a delinquency is reflected in error must contact the Hunt County Tax Office to correct any errors or discrepancies prior to submitting their bid in order to ensure that their bid will be considered. Tax records are available online at the Hunt County Tax Office website —[www.hctax.info](http://www.hctax.info). Prior to submitting a bid, vendors are encouraged to visit the Hunt County website, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent, Hunt County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids, proposals, quotations and contracts due on or after January 1, 2008.

Revised 5/11

**CERTIFICATE OF INSURANCE REQUIREMENTS**

**FORMAL BID # 146-16; ASPHALT HOT & COLD CONTRACT TWELVE (12) MONTHS**

Without limiting any of the other obligations or liabilities, the vendor shall provide minimum insurance coverage's as listed below, prior to the execution of the contract and maintain coverage's, without interruption provided by an insurer licensed in the State of Texas, rated A- or better by A.M. Best Rating, until the work is completed and accepted by the owner. A certificate of insurance will be placed in the appropriate bid file of Hunt County prior to the execution of the contract/purchase order.

**TYPE OF COVERAGE**

**MINIMUM LIMITS**

**WORKERS COMPENSATION  
COVERAGE A (See attachment "F")**

**STATUTORY**

**EMPLOYERS LIABILITY  
COVERAGE B**

Bodily Injury by Accident – Each Accident	\$100,000
Bodily Injury by Disease – Policy Limit	\$500,000
Bodily Injury by Disease – Each Employee	\$100,000

**COMMERCIAL GENERAL LIABILITY**

COVERAGE A – Each Occurrence	\$1,000,000
COVERAGE B – Personal & Advertising Injury	\$250,000
General Aggregate other than Products	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000

**NOTE:**

- 1) Coverage for explosion, collapse & underground property hazards cannot be excluded.
- 2) Contractual liability coverage cannot be excluded.
- 3) Contractor will assume all liability for independent subcontractors.
- 4) Coverage must include Hunt County as an Additional Insured for all work performed for, or on behalf of, the County.

**AUTOMOBILE LIABILITY**

Bodily Injury Liability – Each Person	\$250,000
Bodily Injury Liability – Each Occurrence	\$500,000
Property Damage Liability – Each Occurrence	\$100,000

**NOTE:**

- 1) Coverage must include all owned, hired, and non-owned vehicles.

In the event of any material change, non-renewal or cancellation of any policy, vendor's insurance company will give 45 days actual prior written notice to Hunt County for such changes or cancellations.

**WCC RULE 110.110 WORKERS' COMPENSATION INSURANCE COVERAGE**

If this bid/proposal package is for a building or construction contract, all of the provisions of this rule as shown below apply. Since this is a mandatory requirement, cost increases should not be experienced because of the need to comply with the Texas Workers' Compensation Law. For additional information contact the Texas Workers' Compensation Commission, Southfield Building, 400 S. IH-35, Austin, Texas 78704-7491, (512) 440-3618.

A. Definitions:

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, TWCC-81, TWCC-82, TWCC-83, or TWCC-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.

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.

Persons providing services on the project ("subcontractor" in §406.096) - Includes all persons or entities performing all or part of the services 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, subcontractors, 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" include, 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.

- B. The Contractor shall provide coverage, based on proper 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 employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. 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.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - (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
  - (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 of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. 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.
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, 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.

- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (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.
  - (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.
  - (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.
  - (4) Obtain from each other person with whom it contracts, and provide to the Contractor:
    - (a) A certificate of coverage, prior to the other person beginning work on the project, and
    - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - (5) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - (6) Notify the government entity in writing by certified mail or personal delivery, within ten (10) days after the person new or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7) with the Certificates of coverage to be provided to the person for whom they are providing services.
- J. 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 on 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.

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

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

at 10:52 o'clock a

SEP 06 2016

By JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX

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

RK Hall, LLC

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

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

None  
Name of Officer

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

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

Yes  No

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

Yes  No

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

None

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

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

9-16-16  
Date

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

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.



**CERTIFICATE OF INTERESTED PARTIES**

at 10:30 o'clock AM FILED FOR RECORD

**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.

SEP 06 2016  
By JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2016-100350

Date Filed:  
08/16/2016

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
RK Hall, LLC  
Paris, TX United States

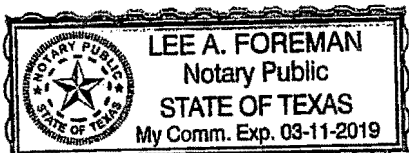
**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Hunt County

**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.**  
146-16  
Hot Mix Asphalt / Cold Mix Asphalt

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 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

[Signature]  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Brandon Gibson, this the 15th day of Aug., 2016, to certify which, witness my hand and seal of office.

[Signature]      Lee Ann Foreman      Notary  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

# 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.**  
 RK Hall, LLC  
 Paris, TX United States

**Certificate Number:**  
 2016-100350

**Date Filed:**  
 08/16/2016

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

**Date Acknowledged:**  
 08/31/2016

**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.**  
 146-16  
 Hot Mix Asphalt / Cold Mix Asphalt

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 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

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

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath



#14,281

Customer:  
Hunt County  
Date: 30-AUG-16  
Proposal #: 517332  
Term: 01-SEP-16 to 31-AUG-19

Billing Customer:  
Hunt County  
P O BOX 1097  
GREENVILLE, TX 75403

FILED FOR RECORD  
at 12:40 o'clock P M

SEP 13 2016  
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *Jennifer Lindenzweig*

Service Location:  
Hunt County  
2500 STONEWALL  
GREENVILLE, TX 75401

SimplexGrinnell  
Sales Representative:  
TERRANCE H WATTS  
1125 E Collins Blvd  
RICHARDSON, TX 75081  
TWatts@simplexgrinnell.com

**INVESTMENT SUMMARY**

(Excludes applicable Sales Tax • Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
<b>Recurring Annual Investment</b>			
ALARM & DETECTION- MONITORING			
SIMPLEX 4100U SYSTEM			
Fire Alarm Monitoring Basic Service (Up to 100 Devices)	1		
Elevator Phone Monitoring	2		
<b>ALARM &amp; DETECTION- MONITORING Total:</b>			\$875.00
<b>Total Recurring Annual Investment:</b>			<b>\$875.00</b>

**SUMMARY OF SERVICES****Fire Alarm Monitoring Basic Service (Up to 100 Devices)**

Alarm signal initiated by a fire alarm control panel. Central Station will endeavor to notify the fire department and Customer when an alarm or trouble signal is received. This service includes 1- 800 toll-free signal transmission, 24-hour auto dialer test, and notification of Customer-provided Emergency Call List.

**Elevator Phone Monitoring**

Emergency phone initiates a call to central station. Central station will endeavor to notify the appropriate party in accordance with Customer instructions. (For ADA compliance the Customer must provide elevator telephone hardware with ANI (Automatic Number Identification) capability and one POTS (Plain Old Telephone Service) telephone line per elevator.) This service includes toll free signal transmission. This service excludes the telephone equipment, elevator signage and telephone line.

## TERMS AND CONDITIONS

**1. Term.** The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term, each and together a "Term" of this Agreement, unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term.

**2. Payment.** Payments shall be invoiced and due in accordance with the terms and conditions set forth in this Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement.

**3. Pricing.** The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to the Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. The Customer's failure to make payment when due is a material breach of this Agreement.

**4. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**5. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on site at Customer's premises shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

**6. Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§

441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**7. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

**8. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m.), Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests, e.g. working around equipment shutdowns, after hours work.

Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

**9. Customer Responsibilities.** Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- Provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- Provide a safe work environment;
- In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement.

**10. Repair Services.** Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such services apply only to the components or equipment of the

Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

**11. System Equipment.** The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**12. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**13. Availability and Cost of Steel, Plastics & Other Commodities.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. (i) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. (ii) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

**14. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**15. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "Permit confined space," as defined by OSHA,
- Risk of infectious disease,
- Need for air monitoring, respiratory protection, or other medical risk,
- Asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

**16. Remote Service.** If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the internet, Remote Service does not constitute monitoring of the system and Customer understands that Remote Service does not provide for Company to

contact the fire department or other authorities in the event of a fire alarm. The Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

**17. Monitoring Services.** If Customer has selected Monitoring services, the following shall apply to such services:

**A. Alarm Monitoring Service.** Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**B Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences there from that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences there from, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer.

**IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

**C. Indemnity, Insurance.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**D. No modification.** Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

**E. Customer's Duties.** In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate date data. If any defect in operation of the System develops; or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation", or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

**F. Communication Facilities.**

i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third party service, equipment or facility be required to perform the Monitoring services set forth in this

Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

**G. Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification (Runner Service) before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

**H. Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for



which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

**18. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.**

**19. Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

**20. Outside Charges.** Customer understands and accepts that Company specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

**21. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**22. Waiver of Subrogation.** Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

**23. Force Majeure, Exclusions.** Company shall not be responsible for delays, interruption or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

**24. Delays.** Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

**25. Termination.** Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion

upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

**26. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

**27. Default.** An Event of Default shall include 1) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, 2) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 3) abuse of the System or the Equipment, 4) failure by Customer to observe, keep or perform any term of this Agreement; 5) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 ½% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**28. One-Year Limitation on Actions; Choice of Law.** It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, Agreement, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

**29. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

**30. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**31. Headings.** The headings in this Agreement are for convenience only.

**32. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**33. Electronic Media.** Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

**34. Legal Fees.** Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**35. License Information (Security System Customers):** AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at [www.simplexgrinnell.com](http://www.simplexgrinnell.com) or contact your local SimplexGrinnell office.



# Service Solution

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by SimplexGrinnell LP ("Company") to Hunt County and is effective 01-SEP-16 to 31-AUG-19 (the "Initial Term").

**PAYMENT TERM:** Annual In Advance

**PAYMENT AMOUNT:**

\$375,000

• Proposal #: 517332

**CUSTOMER ACCEPTANCE:** In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of Agreement shall be paid for by the Customer and such changes shall be authorized in writing.

**ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Hunt County  
 Signature: [Signature]  
 Print Name: John L. Horn  
 Title: County Judge  
 Phone #: 903-408-4146  
 Fax #: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 PO#: \_\_\_\_\_  
 Date: September 13, 2016

SimplexGrinnell  
 TERRANCE H WATTS  
 Phone #: (214) 632-7303  
 Fax #: \_\_\_\_\_  
 License #: \_\_\_\_\_  
 (If Applicable)  
 Authorized Signature: T. Tucker  
 Print Name: Thomas Tucker  
 Title: Total Service Manager  
 Date: 09/13/2016

FILED FOR RECORD  
at 3:49 o'clock P M

SEP 14 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By: [Signature]

ORDER SETTING DAY OF WEEK AND LOCATION OF REGULAR TERM  
SCHEDULE OF HUNT COUNTY COMMISSIONERS' COURT  
MEETINGS

FILED FOR RECORD  
at 12:42 o'clock P.M.  
SEP 13 2016  
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *Jennifer Lindenzweig*

WHEREAS, pursuant to Section 81.005 (Terms of Court, Meetings), Local Government Code, Vernon's Texas Codes Annotated, the Commissioners' Court by order shall designate a day of the week on which the Court shall convene in a regular term each month during the fiscal year; and

NOW, THEREFORE, BE IT RESOLVED, by the Hunt County Commissioner's Court of Hunt County, Texas, that the Hunt County Commissioner's Court meetings shall be held at the county seat at the Hunt County Juvenile Detention Center, 2700 Johnson Street Greenville, Texas 75402 in the Auxiliary Courtroom. Regular sessions shall be held on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month at 10:00 a.m. with exception of those months in which the Commissioners' Court has designated an official County Holiday;

BE IT FURTHER RESOLVED, that this resolution shall take full force and effect this the 13<sup>th</sup> day of September 2016, and shall remain in full force and effect until either rescinded by the Court or nullified by resolution of the Court.

ADOPTED this 13<sup>th</sup> day of September, 2016.

*[Signature of Judge John L. Horn]*  
\_\_\_\_\_  
Judge John L. Horn

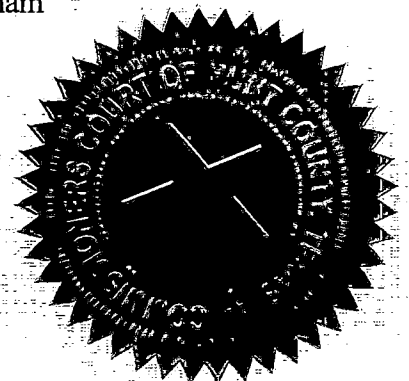
*[Signature of Commissioner Eric Evans]*  
\_\_\_\_\_  
Commissioner Eric Evans

*[Signature of Commissioner Phillip Martin]*  
\_\_\_\_\_  
Commissioner Phillip Martin

*[Signature of Commissioner Tod McMahan]*  
\_\_\_\_\_  
Commissioner Tod McMahan

*[Signature of Commissioner Jim Latham]*  
\_\_\_\_\_  
Commissioner Jim Latham

Attest: *[Signature of Jennifer Lindenzweig]*, County Clerk





#14,285

FILED FOR RECORD  
at 12:42 o'clock P M

SEP 13 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *Jennifer Lindenzweig*

August 16, 2016

Office of Hunt County Commissioners  
P O Box 1097  
Greenville, TX 75401

**Farmers Electric Cooperative Member: Colleen S Davis**  
**Service Order Number: 1602001360**

Dear Sir:

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities **across CR 2592**, which is located approximately **380' south of CR 2526**, in **Hunt County**, Texas. Site location map and construction sketches are enclosed. The construction sketch details the proposed work. All road crossing will have a minimum vertical clearance of 22 feet.

If you have any questions, please contact Field Engineering, Joshua Eden at 903.453.0734.

Sincerely,

*Joshua Eden*

Joshua Eden  
Engineering Assistant  
jeden@farmerselectric.coop

**Enclosures**

Submitted by:  
Tamara L. Williams  
Field Engineering Coordinator  
903-453-0549  
twilliams@farmerselectric.coop



#14,286

August 19th, 2016

Office of Hunt County Commissioners  
P O Box 1097  
Greenville, TX 75401

FILED FOR RECORD  
at 12:40 o'clock P M

SEP 13 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *Jennifer Lindenzweig*

**Farmers Electric Cooperative Member: Jerry Davis Jr**  
**Service Order Number: 1608002064**

Dear Sir:

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities across **CR 2560**, which is located approximately **1800' south of CR 2526**, in **Hunt County**, Texas. Site location map and construction sketches are enclosed. The construction sketch details the proposed work. All road crossing will have a minimum vertical clearance of 22 feet.

If you have any questions, please contact Field Engineering, Patrick Covington at 903.453.0565

Sincerely,

*Patrick Covington*

Patrick Covington  
Engineering Assistant  
pcovington@farmersselectric.coop

**Enclosures**

Submitted by:  
Tamara L. Williams  
Field Engineering Coordinator  
903-453-0549  
twilliams@farmersselectric.coop



# 14,287

FILED FOR RECORD  
at 12:40 o'clock P M

SEP 13 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *Jennifer Lindenzweig*

August 19, 2016

Office of Hunt County Commissioners  
P O Box 1097  
Greenville, TX 75401

**Farmers Electric Cooperative Member: Texas Diamond Custom Homes  
Service Order Number: 1608001833**

Dear Sir:

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities **across CR 2526**, which is located approximately **250' east of CR 2560**, in **Hunt County**, Texas. Site location map and construction sketches are enclosed. The construction sketch details the proposed work. All road crossing will have a minimum vertical clearance of 22 feet.

If you have any questions, please contact Field Engineering, Patrick Covington at 903.453.05.

Sincerely,

*Patrick Covington*

Patrick Covington  
Engineering Assistant  
pcovington@farmerselectric.coop

**Enclosures**

Submitted by:  
Tamara L. Williams  
Field Engineering Coordinator  
903-453-0565  
twilliams@farmerselectric.coop



#14,288

FILED FOR RECORD  
at 12:40 o'clock P M

SEP 13 2016

JENNIFER LINDENZWEIG  
County Clerk of Hunt County, TX  
By *[Signature]*

August 15, 2016

Office of Hunt County Commissioners Court  
Hunt County Courthouse  
2507 Lee St. Room 107  
Greenville, Texas 75401

**Farmers Electric Cooperative Member: Brandi L. Head**  
**Service Order Number: 1607003876**

Dear Judge Horn,

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities across Hunt County Road 3205 which is located approximately 700' east of CR 3202 in Hunt County, Texas.

Site location map and construction sketches are enclosed. The construction sketch details the proposed work. All road crossing will have a minimum vertical clearance of 22 feet.

If you have any questions, please contact Joshua Eden office, 903-453-0734 or cell, 903-453-0774.

Sincerely,

*Joshua Eden*

Joshua Eden  
Engineering Asst.  
jeden@farmerselectric.coop

Submitted by Ra'chel Tidwell  
Field Engineering Coordinator

Enclosures



#14,289

FILED FOR RECORD  
at 12:40 o'clock P M

SEP 13 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *J. Lindenzweig*

August 18, 2016

Office of Hunt County Judge  
The Honorable John Horn  
Hunt County Courthouse  
2507 Lee St. Room 107  
Greenville, Texas 75401

**Farmers Electric Cooperative Member: Leonardo Escobedo**  
**Service Order Number: 1608001396**

Dear Judge Horn,

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities across Hunt County Road 4220 which is located, 1.5 miles north of Hwy: 11 in Hunt County, Texas.

Site location map and construction sketches are enclosed. The construction sketch details the proposed work. All road crossing will have a minimum vertical clearance of 22 feet.

If you have any questions, please contact Griffin Trommer office, 903-453-0556 or cell, 903-513-9152.

Sincerely,

*Griffin Trommer*

Griffin Trommer  
Engineering Aid  
gtrommer@farmerselectric.coop

Submitted by Ra'chel Tidwell  
Field Engineering Coordinator

Enclosures



#14,295

Fax to: 903-408-4291 Att: Sandy  
From: Classification  
JAIL COUNT  
August 30, 2016 - September 12, 2016

SEP 13 2016

<u>DATE</u>	<u>MALE</u>	<u>FEMALE</u>	<u>HOLDING</u>	<u>Hopkins County</u>	<u>PTS</u>	<u>Federal</u>	<u>TOTAL</u>
30-Aug	174	46	8	0	0	90	318
31-Aug	170	45	8	0	0	84	307
1-Sep	165	45	13	0	0	87	310
2-Sep	162	44	23	0	0	81	310
3-Sep	168	44	10	0	0	82	304
4-Sep	172	43	9	0	0	82	306
5-Sep	171	46	9	0	0	82	308
6-Sep	172	45	11	0	0	82	310
7-Sep	175	46	21	0	0	82	324
8-Sep	182	41	7	0	0	82	312
9-Sep	175	40	12	0	0	82	309
10-Sep	176	41	12	0	0	82	311
11-Sep	176	45	5	0	0	82	308
12-Sep	174	46	4	0	0	82	306

FILED FOR RECORD  
at 12:40 o'clock P M

SEP 13 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *J. Lindenzweig*