

1:00
RECORD
MAY 22 2012
M
J. Schwimmer
TEXAS

12,356 (2)

Approved By
Commissioner's Court
4-0
5-22-12

LEASE AGREEMENT

This Agreement of Lease ("Lease") is effective as of June 15, 2012, although not necessarily executed on such date, by and between Phase 11 Investments, LP 6101 Long Prairie Road, Suite 744-173, Flower Mound, TX 75028 ("Landlord") and The County of Hunt Pct 2, 2500 Lee Street Greenville, TX 75403 ("Tenant").

Leased Premises: Approximately 2 acres out of 96 acres in Caddo Mills, TX (Hunt County) located ¼ mile west of the intersection of FM 36 on the South Service Road of I-30.

Term: The term of this Lease is for one year, commencing on June 15, 2012. The Tenant shall have the option to renew this lease for a one (1) year period upon the mutual agreement of both the Landlord and the Tenant.

Rent: Tenant will pay Landlord annual rent of \$1,800 payable on the date of execution of this agreement.

Use: Tenant shall use the Leased Premises exclusively for Stock Pile Land. Tenant shall not make any other use of the property, or install any improvements, without the Landlord's written consent. Tenant shall not dump any garbage, waste, or debris on the premises and will keep it in clean condition. Tenant cannot sublet the property without the Landlord's consent.

Termination: Upon termination of this Lease, Tenant shall deliver to Landlord the Leased Premises in as good a condition as of the effective date of this Lease.

Addresses: All notices and rent shall be mailed to landlord at the following address:

Name: Phase 11 Investments
Address: 6101 Long Prairie Road
Suite 744-173
Flower Mound, TX 75028
Phone: RKS Group Real Estate: 940-455-2691
Fax: 214-853-5621

All notices shall be mailed to tenant at the following address:

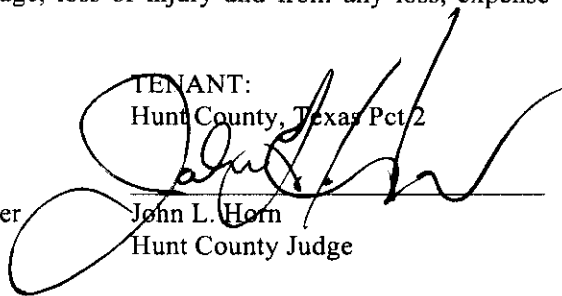
Name: Hunt County, Texas Pct 2
Address: PO Box 1097
Greenville, TX 75403
Phone: 903-408-4195
Fax: 903-408-4298

Landlord is not responsible for any damage, loss or injury that results from the Tenant, Tenants agents, employees or contractors while using the property. Tenant agrees to indemnify and hold harmless Landlord from claims arising from any damage, loss or injury and from any loss, expense or liability, including attorney's fees.

LANDLORD:
Phase 11 Investments, LP

Kim Schwimmer, President and Chief Manager
Tex Minn LLC, it's General Partner

TENANT:
Hunt County, Texas Pct 2



John L. Horn
Hunt County Judge

FILED FOR RECORD
at 10:30 o'clock
MAY 25 2012
JENNIFER L. BENTZWEIG
County Clerk
HUNT COUNTY, TEXAS

#12,356(2)

Approved By
Commissioner's Court
4-0
5-22-12

LEASE AGREEMENT

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Term: The term of this Lease is for one year, commencing on June 15, 2012. The Tenant shall have the option to renew this lease for a one (1) year period upon the mutual agreement of both the Landlord and the Tenant.

Rent: Tenant will pay Landlord annual rent of \$1,800 payable on the date of execution of this agreement.

Use: Tenant shall use the Leased Premises exclusively for Stock File Land. Tenant shall not make any other use of the property, or install any improvements, without the Landlord's written consent. Tenant shall not dump any garbage, waste, or debris on the premises and will keep it in clean condition. Tenant cannot sublet the property without the Landlord's consent.

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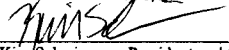
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Fax: 214-853-5621

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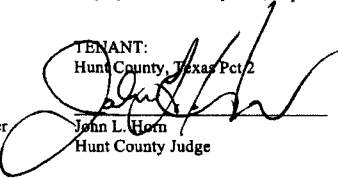
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Phone: 903-408-4195
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Landlord is not responsible for any damage, loss or injury that results from the Tenant, Tenants agents, employees or contractors while using the property. Tenant agrees to indemnify and hold harmless Landlord from claims arising from any damage, loss or injury and from any loss, expense or liability, including attorney's fees.

LANDLORD:
Phase 11 Investments, LP


Kim Schwimmer, President and Chief Manager
TexMinn LLC, it's General Partner

TENANT:
Hunt County, Texas Pct 2


John L. Horn
Hunt County Judge



Barney Holland Oil Company / Fuelman of DFW
 P.O. Box 1260
 Fort Worth, TX 76101-1260
 Phone: (817) 838-0123 • Fax: (817) 222-3456
 creditservices@fuelmandfw.com

12,356(3)

FILED FOR RECORD
 at 1:00 o'clock
 MAY 22 2012
 By Clerk of Court

ACCOUNT AGREEMENT – Hunt County

Terms and Agreement

This Account Agreement ("Agreement") is subject to all appropriate laws, rules, and regulations of both the U.S. and the State of Texas, and is subject to the following special terms and conditions. Fuelman of DFW (FM) reserves the right to change the terms and conditions at anytime with prior notice being given to Customer, and Customer having the right to terminate this agreement without penalty within 30 days of such notice.

1. All payments are due in accordance with the Texas Prompt Pay Act.
2. Monthly billing for all purchases made during the Fuelman month – due 14 days after invoice.

Fuel pricing will be calculated on a "cost plus" formula. "Cost Plus" is defined as the OPIS rack and brand information assigned to the network location, plus all state¹ taxes, plus freight, plus Fuelman standard administration charges that are currently \$13 per gallon for regular unleaded gasoline and \$13 for diesel. This administration charge provides weekly settlement to merchants, all transaction costs, standard data retrieval and report generation delivered electronically and supplies necessary for account maintenance. Fuelman reserves the right to increase or decrease such administrative charges from time to time depending on market factors, interest rates, inflation, etc.*

Customer understands that FM is a service company providing customers with electronic purchase and credit authorization, transaction processing, and management reporting services. Customer will be entitled to all the privileges of a FM customer and may purchase fuel and any other goods or services, as authorized by FM, at participating FM locations throughout the United States.

Customer agrees that if Customer defaults in the timely payment of any invoiced amounts, past due amounts will bear interest in accordance with the Texas Prompt Pay Act. Nothing herein will allow for the collection of interest in violation of any state or federal laws and any amount charged or collected in excess of the allowable limits will be credited to the balance of this account or, if the account has been paid in full, refunded to Customer. Any disputed charges must be identified by Customer within 60-days of original invoice date. After 60-days, all charges are considered valid.

If Customer asks for a copy of any historic information pertaining to its account, Customer agrees to pay Fuelman's then-current retrieval/research fee that is computed on a per-hour basis with a two hour minimum for any report/data retrieval services.

To ensure effective communication among your Fleet Manager, your Accounts Payable Representative, and FM, provide the requested contact information. Up-to-date information about your account will be communicated through these channels. If your account becomes past due or exceeds the assigned credit limit, the listed individual may be notified electronically to avoid a disruption in service. Upon approval of your FM account, a test notice will be sent to each of the contacts. Please contact FM customer service if any of this information changes, such as a new Accounts Payable or Fleet Manager contacts.

Customer agrees to the terms and provisions of this Agreement as set forth herein. Customer further agrees that, upon receipt of FM access cards and personal identification numbers (PINs), Customer will verify that the Customer's census of persons designated to acquire fuel on the Customer's account is correct and complete. Moreover, Customer agrees to designate one or more persons that are authorized to make changes and will notify FM in writing of the name(s) of such authorized person(s) and of any and all authorized changes in vehicles or personnel approved to acquire fuel for use by Customer's fleet. Customer also agrees to keep current its information on the designated and authorized personnel who may interact with FM regarding Customer's account.

Effective date May 22, 2012, through May 22, 2013.

Agreed to and accepted this 22nd day of May, 2012

Hunt County, Texas

Signature: [Signature] Printed Name: John L. Horn

Title: County Judge Date: 5-22-12

¹ Applicable state fees/taxes (Federal Tax Exempt)

12,357

Delores Shelton, CIO, CCT
Hunt County Treasurer

FY 11: Monthly Report, April 2012

FILED FOR RECORD
at 11:05 o'clock 11 M
MAY 22 2012
By JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.

The Treasurers' Monthly Report includes money received and disbursed as well as funds invested and debt due by Hunt County. The Treasurer's Books and the Auditor's General Ledger agree. The Bank Statements have been reconciled and approved by the County Auditor.

This affidavit must state the amount of cash and other assets that are in the custody of the county treasurer at the time of the examination. (LGC 114.026) **Month End Balance: \$17,624,611.83**

Therefore, Delores Shelton, County Treasurer of Hunt County, Texas, who being fully sworn, upon oath says that the within and foregoing report is true and correct to the best of her knowledge.

This report will be filed with accompanying reports this 22 day of May, 2012.

Delores Shelton
Delores Shelton, Hunt County Treasurer

Commissioners' Court having compared and examined the Treasurer's Report as presented and subject to independent auditor's review, certify the report to be correct and therefore request it be filed with the official minutes of this meeting. LGC 114.026(e)

John N. Horn
John N. Horn, Hunt County Judge

Kenneth Thornton
Kenneth Thornton, Commissioner, Pct #1

Jay Atkins
Jay Atkins, Commissioner, Pct 2

Larry Middlebrooks
Larry Middlebrooks, Commissioner, Pct #3

Jim Latham
Jim Latham, Pct 4

**Hunt County Treasurer
Monthly Report
April 2012**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
10-GENERAL	1,635,253.51	843,812.65	-2,132,692.77	0.00	346,373.39
10-Chase Investment	7,769,426.35	987.49	0.00	0.00	7,770,413.84
10-TeXPool Investment	2,144,885.52	195.74	0.00	0.00	2,145,081.26
10-TeXStar Investment	615,994.05	55.58	0.00	0.00	616,049.63
10-InWood Nat'l Bank CD	540,867.12	458.12	0.00	0.00	541,325.24
10-TeXPool Investment, Jail	580,422.11	52.98	0.00	0.00	580,475.09
10-General Fund Totals:	13,286,848.66	845,562.56	-2,132,692.77	0.00	11,999,718.45
20-Law Library	27,277.22	4,305.00	-5,625.26		25,956.96
21-R&B #1	48,028.62	42,861.06	-67,320.94	0.00	23,568.74
21-R&B #1, TexPool Invest.	677,149.86	61.82	0.00	0.00	677,211.68
21-R&B #1 Fund Totals:	725,178.48	42,922.88	-67,320.94	0.00	700,780.42
22-R&B #2 (note \$40 correction)	14,084.53	36,743.18	-94,992.70	40,000.00	-4,164.99
22-R&B #2, TexPool Invest.	920,155.60	83.11	0.00	-40,000.00	880,238.71
22-R&B #2 Fund Totals:	934,240.13	36,826.29	-94,992.70	0.00	876,073.72
23-R&B #3	9,435.10	41,495.73	-174,430.76	120,000.00	-3,499.93
23-R&B #3, TexPool Invest	947,356.39	83.12	0.00	-120,000.00	827,439.51
23-R&B #3 Fund Totals:	956,791.49	41,578.85	-174,430.76	0.00	823,939.58
24-R&B #4	9,700.60	38,743.55	-98,181.43	50,000.00	262.72
24-R&B #4, TexPool Invest	605,789.45	53.50	0.00	-50,000.00	555,842.95
24-R&B #4 Fund Totals:	615,490.05	38,797.05	-98,181.43	0.00	556,105.67
25-Health Private	37,883.19	2,897.28	-1,217.11		39,563.36
26-State Health Services	-68,212.72	32,012.94	-45,476.11		-81,675.89
27-Hunt County Grants	-4,636.22	0.00	-7,949.45		-12,585.67
68-JP, DDC Fee Fund	123,322.65	613.80	-123.89		123,812.56
71-DC Record Management	19,243.74	357.50	-581.03		19,020.21
70-Voter Admin 19	0.00	0.00	0.00		0.00
74-Elections Special	33,001.40	482.90	-7,250.00		26,234.30
75-CA-DWI	2,695.49	103.31	0.00		2,798.80
81-CC Rec Mgt Preservation	47,486.52	9,290.20	-1,759.00	0.00	55,017.72
81-CC Rec Mgt Pr. TexPool	55,266.92	5.04		0.00	55,271.96
81-CC RMP Fund Totals:	102,753.44	9,295.24	-1,759.00	0.00	110,289.68
82-Courthouse Security	48,784.33	2,290.30	-1,899.34		49,175.29
83-Justice Court Sec.	410,267.73	1,525.53	-977.12		410,816.14

**Hunt County Treasurer
Monthly Report
April 2012**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
84-District Clerk Archive	17,044.00	483.00	0.00		17,527.00
85-Co & District Court Techni	4,266.88	105.09	0.00		4,371.97
86-County Record Preserval	33,254.30	1,230.00	0.00		34,484.30
87-Justice Court Technolog	186,657.38	1,536.89	-458.34		187,735.93
88-County Clerk Archive	14,800.56	6,570.00	0.00		21,370.56
89-County Record Mgt Pres	44,940.26	1,557.14	-2,179.08		44,318.32
91-LEOSE	22,484.97	0.00	-25.00		22,459.97
95-Juv Prob. Center Fund	863,987.88	94,689.54	-115,017.62		843,659.80
96-Juv Prob "A-Z" Grant	104,741.38	66,010.87	-61,806.90		108,945.35
97-Juv Prob Title IV E Fund	3,558.76	64.42	-231.15		3,392.03
97-Juv Prob Title IV Texpool	17,755.88	1.66	0.00		17,757.54
97-Juv Prob Fund Totals:	21,314.64	66.08	-231.15		21,149.57
50-Debt Service (I&S)	286,285.60	16,439.79	-32.00	0.00	302,693.39
50-Debt Service TexPool Inv	281,957.15	25.77	0.00	0.00	281,982.92
50-Debt Service Fund Totals	568,242.75	16,465.56	-32.00		584,676.31
61-Right of Way	246.79	0.00	0.00		246.79
61-Right of Way, TexPool In	63,636.54	5.84	0.00	0.00	63,642.38
61-Right of Way Fund Totals	63,883.33	5.84	0.00		63,889.17
Total of Funds:	19,196,547.39	1,248,291.44	-2,820,227.00	0.00	17,624,611.83

HUNT COUNTY DEBT: Ending Balance, March 2012

	Mo. Beginning	Payment	Balance Due	Pay Off Date
2005 Refunding Bond	6,805,000.00	0.00	6,805,000.00	09/30/2019
Reserve Compter Upgrade '08	45,609.64	-2,472.51	43,137.13	09/15/2013
Liability Comp Absence	317,191.83	0.00	317,191.83	
Phase II-Johnson Controls	208,430.16	0.00	208,430.16	05/14/2014
Totals:	7,376,231.63	-2,472.51	7,373,759.12	

Debt balance does not reflect interest due for balance of debt.

Monthly Interest Rates:

			TexPool	Tex Star	Chase	InWood-CD
2012						
January			0.0875%	0.0902%	0.1500%	1.0000%
February			0.0903%	0.0986%	0.1500%	1.0000%
March			0.1150%	0.1148%	0.1500%	1.0000%
April			0.1110%	0.1098%	0.1500%	1.0000%
May						
June						
July						
August						
September						
October						
November						
December						
Average Rate:			0.1010%	0.1034%	0.1500%	1.0000%

Monthly Interest Rates:

			TexPool	Tex Star	Chase	InWood-CD
2011						
January			0.1587%	0.1637%	0.2200%	1.6500%
February			0.1470%	0.1476%	0.2100%	1.6500%
March			0.1461%	0.1408%	0.2000%	1.6500%
April			0.1122%	0.1108%	0.2000%	1.6500%
May			0.0838%	0.0863%	0.2000%	1.6500%
June			0.0793%	0.0889%	0.2000%	1.6500%
July			0.0665%	0.0746%	0.2000%	1.6500%
August			0.0851%	0.0940%	0.2000%	1.6500%
September			0.0929%	0.0906%	0.1700%	1.6500%
October			0.0839%	0.0807%	0.1700%	1.6500%
November			0.1080%	0.0973%	0.1700%	1.0000%
December			0.8100%	0.0182%	0.1700%	1.0000%
Average Rate:			0.1645%	0.0995%	0.1925%	1.5417%



12,358

F.O. Box 121591
Nashville, TN 37213
(615) 352-9788 - Phone
(615) 352-9737- Fax
www.prisonertransport.net

FILED FOR RECORD M
at 11:05 a'clock
MAY 22 2012
By Jennifer Lindenzweig
County Clerk, Hunt County, Tex.

PTS of America, LLC

HOUSING AGREEMENT

THIS AGREEMENT, made and entered into this _____ day
of _____, 2012, by and between the Hunt County Sheriff's Office, Greenville,
Texas, herein referred to as "Sheriff", and PTS of America, LLC., herein referred to
as "PTS".

WITNESSETH

WHEREAS, the jail of Hunt County, is under control of the Sheriff; and

WHEREAS, PTS is the agent of various Criminal Justice Agencies of various
states for the transportation of prisoners pursuant to extradition proceedings, etc.,
including the Sheriff of Hunt County; and

WHEREAS, PTS periodically houses prisoners in the jail of Hunt County,
Texas.

NOW, THEREFORE in consideration of the mutual understandings and
agreements set forth herein, the Sheriff and PTS agree as follows:

TERM

This contract shall begin upon the date of execution and shall run continuously
unless terminated by either party in the manner provided.

PURPOSE

The purpose of this agreement is to make available to PTS a facility to

No. 8398 P. 2

May. 9. 2012 1:14PM PTS of America

temporarily house prisoners in its care and to insure payment to the Hunt County Sheriff's Office.

DEFINITION

For the purpose of this agreement, the term "prisoner" means any person who is lawfully in the custody of PTS.

EARLY TERMINATION

This agreement may be terminated by either party at any time, with or without cause, upon not less than fourteen (14) days written notice delivered by certified mail or in person to the other party. Notice to PTS shall be delivered to P.O. Box 121591, Nashville, TN, 37212.

SERVICES

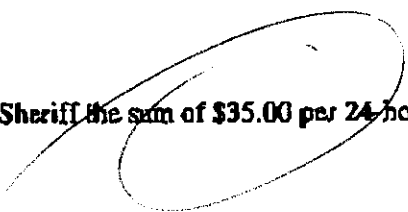
The Sheriff hereby agrees to furnish, during the term of this agreement, temporary housing and meals for prisoners in the custody of PTS, with the same degree of care and supervision as regular inmates.

MEDICAL

PTS's relationship with its clients state that they are responsible for all medical emergencies that may arise during transport. PTS does request that the Hunt County Sheriff's Office, transport any medical emergency that arises while in the Hunt County Jail.

PAYMENT

PTS hereby agrees to pay the Sheriff the sum of \$35.00 per 24 hour period for housing in the Hunt County Jail.



No. 8398 P. 3

May. 9. 2012 1:14PM PIS of America

SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase is held to be contrary to law, or contrary to any rules or regulations, such decision shall not affect the remaining portions of the Agreement.

TOTALITY OF AGREEMENT, AMENDMENTS AND ASSIGNS

1. This document sets forth the entire Agreement between the parties and is in compliance with all known Federal and State Laws.
2. This document may be amended only by written agreement of both parties.
3. This agreement shall inure to the benefit of, and be binding upon, the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the dates written below:

Date: 5-22-2012

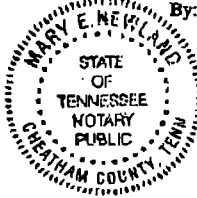
Hunt County

By: [Signature]

TITLE: Hunt County Judge

By: [Signature]

Thor Catalogne, PTS of America, LLC



*Mary E. Newland
expires 6/1/2012*

No. 8398 P. 4

PIS of America

May. 9. 2012 1:14PM

11 12, 361

TAX ABATEMENT AGREEMENT

REC'D BY CLERK OF COUNTY OF HUNT TEXAS MAY 22 2012

THE STATE OF TEXAS)
)
COUNTY OF HUNT)

MAY 22 2012

[Handwritten signature]

This Tax Abatement Agreement (hereinafter referred to as the ("Agreement")) is made and entered into by and between Hunt County, Texas ("Governmental Unit") and Cytec Engineered Materials, Inc. ("Owner") the owner of taxable real property in the City of Greenville and Hunt County, Texas ("Property").

WHEREAS, the City of Greenville, Texas has designated certain property as a Reinvestment Zone within its city limits and located at _____; and

WHEREAS, Owner is the owner of certain real property located at 4300 Jackson Street in Greenville, Texas; and

WHEREAS, Owner intends to expand their facility on such property; and

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained:

I. AUTHORIZATION

This agreement is authorized by the Texas Property Redevelopment and Tax Abatement Act, Texas Tax Code, Chapter 312, as amended ("Act"), and is subject to the laws of the State of Texas and the charter, ordinances, and orders of the Governmental Unit.

II. DEFINITIONS

As used in this agreement, the following terms shall have the meanings set forth below:

1. "Abatement" means the full or partial exemption from ad valorem taxes of the Improvements on certain property in a zone designated for economic development purposes pursuant to the Act.
2. "Added Value" means the increase in the assessed value of the Eligible Property as a result of "expansion" or "modernization" of an existing facility or construction of a "new facility". It does not mean or include "deferred maintenance".
3. "Base Year Value" means the assessed value of the eligible property as

certified by the Hunt County Appraisal District on January 1, 2012, preceding the execution of the Agreement plus the agreed upon value of Improvements made after January 1, 2012, but before the execution of this Agreement.

4. "Eligible Property" means the abatement may be extended to the value of buildings, structures, fixed machinery and equipment, and site improvements, installed, constructed, or added between January 1, 2012 and January 1, 2014, plus that office space and related fixed improvements necessary to the operation and administration of the facility.
5. "Facility" means a Basic Manufacturing Facility, Petrochemical Facility, Regional Distribution Facility, or other Authorized Facility approved by the Governmental Unit(s) as set forth in the Guidelines and Criteria for Granting Tax Abatement adopted by the Governmental Unit(s).
6. "Improvements" means the buildings or portions thereof and other improvements used for commercial or industrial purposes on the Property.
7. "Ineligible Property" means the following types of property shall be fully taxable and ineligible for abatement: Land; inventories; supplies; tools; furnishings and other forms of movable personal property; vehicles; vessels; aircraft; housing; hotel accommodations; retail facilities deferred maintenance; investments; property to be rented or leased, except as provided; property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas.
8. "Community Entities" means the Greenville Economic Development Corporation, the Board of Development of the City of Greenville, Texas, and any other similar organization within the City of Greenville, Texas which extends to Owner one or more incentives pursuant to this or other agreements.
9. "Completion Agreement" means the Agreement by and between Greenville Economic Development Corporation, the Board of Development of the City of Greenville, Texas, and Cytec Engineered Materials, Inc., containing agreements with respect to the Property and the Facility.

The Guidelines and Criteria for Granting Tax Abatement adopted by the Governmental Unit are incorporated as a part of this Agreement. Except as the same may be modified herein, all definitions set forth therein are applicable to this Agreement.

III. PROPERTY

The property is an area within Greenville, Hunt County, Texas located in whole or part within the jurisdiction of the Governmental Unit as more fully described in Exhibit "A" attached hereto and made a part hereof. Said property is located within an authorized zone for tax abatement.

The Hunt County Appraisal District has established the following values for the Property, including improvements thereon, as of the January 1, 2011, valuation date prior to the date of execution of this Agreement and which is the last valuation record known by the parties.

Land and Improvements	\$9,670,420
Eligible Machinery and Equipment	14,609,430
Test Equipment	776,710
Construction Work in Progress	8,817,730
Pollution Control Equipment	<u>1,961,870</u>
Base Year Value Before Exemption	\$35,836,160

The Parties incorporate such value into this Agreement but agree to adjust such value as may be necessary upon adoption of the tax rolls for January 1, 2012. This is the Base Year Value.

IV. TERM OF ABATEMENT AND AGREEMENT

The Governmental Unit agrees to abate the ad valorem taxes on the Eligible Property in accordance with the terms and conditions of this agreement. The Abatement term shall begin on January first of the year following the commencement of commercial production and shall continue for a five-year period ending on December 31st of the fifth year. This Agreement shall not become effective until and unless Owner has met or exceeded the conditions described in VII, below.

The Abatement for real property improvements shall continue for five (5) years, expiring as of December 31 of the 5th year after the commencement of the abatement. The years of Abatement provided herein shall in each instance coincide with the tax year commencing on January 1 and expiring on December 31, and in no event shall the Abatement extend beyond December 31 of the fifth (5th) tax year unless extended by agreement in compliance with local and state law.

The Abatement for eligible business and personal property shall continue for three (3) years, expiring as of December 31 of the 3rd year after the commencement of the abatement. The years of Abatement provided herein shall in each instance coincide with the tax year commencing on January 1 and expiring on December 31, and in no event shall the Abatement extend beyond December 31 of the third (3rd) tax year unless extended by agreement in compliance with local and state law.

The terms and conditions of this Agreement shall continue for the period of Abatement. All covenants and representations of the Owner herein shall continue throughout the term of this Agreement, and any defaults shall be subject to the recapture provisions provided in Part VII herein.

V. TAXABILITY

During the period that the Abatement is effective, taxes shall be payable as follows:

- (1) The value of the land comprising the Property shall be fully taxable;
- (2) The value of Ineligible Property shall be fully taxable;
- (3) The Base Year Value of existing Improvements comprising the Property shall be fully taxable;
- (4) The value of the personal property comprising the Property shall be fully taxable; and
- (5) The Added Value of the Eligible Property made a part of the Property shall be abated as set forth in Part VI herein.

VI. AMOUNT OF ABATEMENT

The Abatement provided by this Agreement shall be based upon the added Value of Eligible Property made a part of the Property as a result of the project. Tax abatement schedule for five (5) years is based upon a projected \$ 600,000 appraised value of Real Property Investment. Taxes shall be abated annually as follows:

	<u>Abatement</u>	<u>Estimated Value</u>
Year One	100%	\$3,045.00
Year Two	85%	\$2,588.00
Year Three	70%	\$2,132.00
Year Four	55%	\$1,675.00
Year Five	40%	\$1,218.00

Tax abatement schedule for three (3) years based on a projected \$8 million appraised value of Business and Personal Property investment and taxes shall be abated annually as follows:

	<u>Abatement</u>	<u>Estimated Value</u>
Year One	100%	\$40,603.00
Year Two	75%	\$30,452.00
Year Three	50%	\$20,301.00

At the time of execution of the Agreement, the Owner reasonably estimates that the Added Value of Eligible Property upon completion of the Construction Phase will be at least \$8,600,000.00 ("Estimated Added Value"), such figure being an estimate only and will be finally determined and Abatement will be based on the actual added value as determined in Article VIII for the completed project.

VII. IMPROVEMENTS

Owner represents that it will construct a facility at the cost, for the purpose, and in the manner as set forth in the Project Description attached as Exhibit "B". During the Construction Phase, the Owner may make such change orders as to the project as are reasonably necessary, provided that no such change order may be made which will change the qualification of the project as a "Facility" under the Guidelines for Granting Tax Abatement approved by the Governmental Unit. All improvements shall be completed in accordance with all applicable laws, ordinances, rules or regulations. During the term of this Agreement, use of the Property shall be limited to operation of the Facility described in the Project Description consistent with the general purpose of encouraging development or redevelopment of the zone during the period of this Agreement.

Owner represents and warrants that this project will: (1) increase value of real property by at least \$600,000.00 ("Estimated Added Value"); (2) increase the value of Eligible Property by at least \$8,000,000.00 ("Estimated Added Value"); and (3) be necessary to create capacity which cannot be provided efficiently utilizing existing improved property.

Upon completion of the Project, the Reinvestment Advisory Committee shall review the Added Value, as determined by the Hunt County Appraisal District and report its findings to each Governmental Unit that participates in this Agreement. If the Added Value is less than Estimated Added Value, this Agreement will not become effective.

VIII. EVENTS OF DEFAULT AND RECAPTURES

- A. 1) Discontinued or Reduced Operation During Term of Agreement. In the event that the facility is completed and begins operation but subsequently discontinues operation for any reason except fire, explosion or other casualty or accident or natural disaster for a period of one year during the term of the Agreement, the Agreement may be terminated by the Governmental Unit and all taxes previously abated by virtue of the Agreement will be recaptured and paid within 60 days of the termination. Penalty and interest shall not begin to accrue upon such sum until the first day of the month following such sixty day notice, at which time penalty and interest shall accrue in accord with the laws of the State of Texas.
- 2) Removal of Eligible Property. In the event that fixed machinery or equipment is installed and becomes eligible property, but is subsequently removed from the facility or becomes ineligible property during the abatement period, and is not replaced with fixed machinery or equipment of like value within a reasonable time, then all taxes previously abated by virtue of the agreement for said machinery or equipment will be recaptured and paid within sixty (60) days from the date the machinery or equipment is removed from the facility or becomes ineligible property.
- 3) Delinquent Taxes. In the event that the that the company or individual (1) allows its ad valorem taxes owed the Governmental Unit or any affected jurisdiction to become

delinquent and fails to timely and properly file the legal procedures for their protest and/or contest, or (2) violates any of the terms and conditions of the abatement agreement and fails to cure during the cure Period, the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within sixty (60) days of the termination.

- B. Notice of Default. Should the Governmental Unit, determine that the Owner is in default according to the terms and conditions of this Agreement, it shall notify the Owner that if such default is not cured within sixty (60) days from the date of such notice ("Cure Period"), then this Agreement may be terminated. In the event the Owner fails to cure said default during the Cure Period, the Agreement may be terminated and the taxes abated by virtue of the Agreement will be recaptured and paid as provided herein. Notwithstanding the foregoing, in no event shall the Owner be liable for damages under this Agreement in excess of the benefits provided to the Owner under Section VI.
- C. Actual Added Value. Annually, the Chief of the Hunt County Appraisal District or his/her designee shall assess the real and personal property comprising the reinvestment zone. Should the Hunt County Appraisal District determine that the total level of Added Value during any year of the term of this Agreement after completion of the Construction Phase is lower than the Estimated Added Value less the normal depreciation for the asset such that a lower percentage of Abatement is applicable, for each year during which an Abatement has been granted the difference between the tax abated and the tax which should have been abated based upon, the actual Added Value shall be determined and each Governmental Unit owner shall be notified. The taxes shall be paid within sixty (60) days of notification to the Owner of such determination. Penalty and interest shall not begin to accrue upon such sum until the first day of the month following such sixty (60) days notice, at which time penalty and interest shall accrue in accord with the laws of the State of Texas.
- D. Continuation of Tax Lien. The amount of tax abated each year under the terms of this agreement shall be secured by a first and prior tax lien which shall continue in existence from year to year until such time as this Agreement between the Governmental Unit and Owner is fully performed by Owner, or until all taxes, whether assessed or recaptured, are paid in full.

If the Governmental Unit terminated this Agreement pursuant to this paragraph VIII, it shall provide Owner written notice of such termination. If Owner believes that such termination was improper, Owner may file suit in the Hunt County district courts appealing such termination within sixty (60) days after the written notice of the termination by the Governmental Unit. If an appeal suit is filed, Owner shall remit to the Governmental Unit(s), within sixty (60) days after the notice of termination, and additional and/or recaptured taxes as may be payable during the pendency of the litigation pursuant to the payment provision of Section 42.08, Texas Tax Code. If the final determination of the appeal increases Owner's tax liability above the amount of tax paid, Owner shall remit the additional tax to the Governmental unit(s) pursuant to Section 42.42, Texas Tax Code. If the final determination

of the appeal decreases Owner's tax liability, the Governmental Unit(s) shall refund the Owner the difference between the amount of tax paid and the amount of tax paid and the amount of tax for which owner is liable pursuant to Section 42.43, Texas Tax Code.

IX. ADMINISTRATION

The Owner shall allow employees and/or representative(s) of the Governmental Unit to have access to the Property during the term of this Agreement to inspect the facility to determine compliance with the terms and conditions of this Agreement. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the Facility. All inspections will be made with one or more representatives of the Owner and in accordance with Owner's safety standards.

Upon completion of construction, the affected jurisdiction shall annually evaluate each facility and report possible violations of the contract and agreement to the governing body and its attorney.

The Chief Appraiser of the Hunt County Appraisal District shall annually determine (i) the taxable value of the real and personal property comprising the Property taking in to consideration the Abatement provided by this Agreement, and (ii) the full taxable value without Abatement of the real and personal property comprising the Property. The Chief Appraiser shall record both the abated taxable value and the full taxable value in the appraisal records. The full taxable value figure listed in the appraisal records shall be used to compute the amount of abated taxes that are required to be recaptured and paid in the event this Agreement is terminated in a manner that results in recapture. Each year the Owner shall furnish the chief Appraiser with such information outlined in Chapter 22, Texas Tax Code, as amended, as may be necessary for the administration of the Agreement specified herein.

X. ASSIGNMENT

The Owner may assign this Agreement to a new owner or lessee of the Facility with the prior written consent of the Governmental Unit, which consent shall not be unreasonably withheld. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in this Agreement. Any assignment of this Agreement shall be to an entity that will provide substantially the same improvements to the Property, except to the extent such improvements have been completed. No assignment shall be approved if the Owner or any assignee is indebted to the Governmental Unit for ad valorem taxes or other obligations.

XI. NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing

and shall be duly served when it shall have been deposited, with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, with the United States Postal Service, addressed to the Governmental Unit or Owner at the following addresses. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the Owner: Cytec Engineered Materials, Inc.
2085 E. Technology Circle; Suite 300
Tempe, AZ 85284
Attention: Division Counsel

To the Governmental Unit(s) Hunt County, Texas
2507 Lee Street
Greenville, Texas 75401
Attention: County Judge

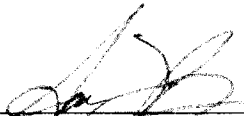
Either party may designate a different address by giving the other party ten (10) days written notice.

This agreement has been executed by the parties in multiple originals or counterparts, each having full force and effect.

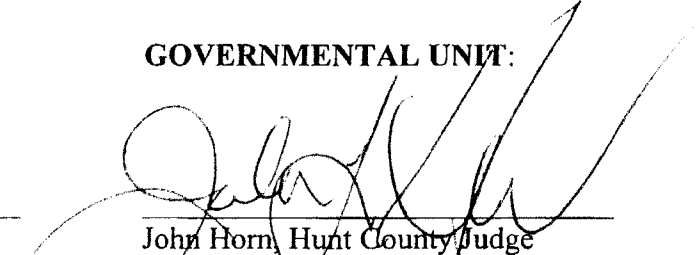
Executed this the 22 day of May, 2012.

WITNESS:

GOVERNMENTAL UNIT:

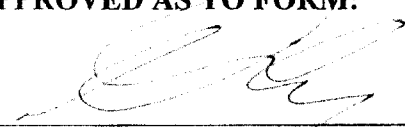


(Insert Name)
Greenville, Texas



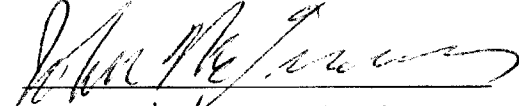
John Horn, Hunt County Judge
Greenville, Texas

APPROVED AS TO FORM:



(Insert Name) County Attorney
Greenville, Texas

WITNESS:


Name: John McLaughlin
Title: Operations Technology Dir.

OWNER:

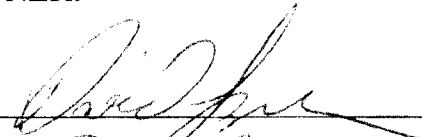
By: 
Name: DAVID SNYDER
Title: VP OPERATIONS

Exhibit A

That Cytec Engineered Materials, Inc., being all that certain lot, tract or parcel of land situated in the City of Greenville, Hunt County, Texas, being part of the Jacob Dunn Survey, Abstract No. 249, being the called 29.483 acres described in the Special Warranty Deed from Beatrice Foods Co., to Fiberite Corporation recorded in the Deed Records of Hunt County in Volume 908 at Page 59.

Exhibit B: Project Description

Cytec Engineered Materials is expanding its operations in Greenville, TX to accommodate growing demand for its products in the Aerospace market. The project will include a building expansion to house a new impregnation line and associated infrastructure requirements. Construction will begin in 2012 with commercial production anticipated in 2015.

TAX ABATEMENT AGREEMENT

THE STATE OF TEXAS)
)
COUNTY OF HUNT)

This Tax Abatement Agreement (hereinafter referred to as the (“Agreement”)) is made and entered into by and between the City of Greenville, Texas (“Governmental Unit”) and Cytec Engineered Materials, Inc. (“Owner”) the owner of taxable real property in the City of Greenville and Hunt County, Texas (“Property”).

WHEREAS, the City of Greenville, Texas has designated certain property as a Reinvestment Zone within its city limits and located at _____; and

WHEREAS, Owner is the owner of certain real property located at 4300 Jackson Street in Greenville, Texas; and

WHEREAS, Owner intends to expand their facility on such property; and

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained:

I. AUTHORIZATION

This agreement is authorized by the Texas Property Redevelopment and Tax Abatement Act, Texas Tax Code, Chapter 312, as amended (“Act”), and is subject to the laws of the State of Texas and the charter, ordinances, and orders of the Governmental Unit.

II. DEFINITIONS

As used in this agreement, the following terms shall have the meanings set forth below:

1. “Abatement” means the full or partial exemption from ad valorem taxes of the Improvements on certain property in a zone designated for economic development purposes pursuant to the Act.
2. “Added Value” means the increase in the assessed value of the Eligible Property as a result of “expansion” or “modernization” of an existing facility or construction of a “new facility”. It does not mean or include “deferred maintenance”.
3. “Base Year Value” means the assessed value of the eligible property as

certified by the Hunt County Appraisal District on January 1, 2012, preceding the execution of the Agreement plus the agreed upon value of Improvements made after January 1, 2012, but before the execution of this Agreement.

4. "Eligible Property" means the abatement may be extended to the value of buildings, structures, fixed machinery and equipment, and site improvements, installed, constructed, or added between January 1, 2012 and January 1, 2014, plus that office space and related fixed improvements necessary to the operation and administration of the facility.
5. "Facility" means a Basic Manufacturing Facility, Petrochemical Facility, Regional Distribution Facility, or other Authorized Facility approved by the Governmental Unit(s) as set forth in the Guidelines and Criteria for Granting Tax Abatement adopted by the Governmental Unit(s).
6. "Improvements" means the buildings or portions thereof and other improvements used for commercial or industrial purposes on the Property.
7. "Ineligible Property" means the following types of property shall be fully taxable and ineligible for abatement: Land; inventories; supplies; tools; furnishings and other forms of movable personal property; vehicles; vessels; aircraft; housing; hotel accommodations; retail facilities deferred maintenance; investments; property to be rented or leased, except as provided; property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas.
8. "Community Entities" means the Greenville Economic Development Corporation, the Board of Development of the City of Greenville, Texas, and any other similar organization within the City of Greenville, Texas which extends to Owner one or more incentives pursuant to this or other agreements.
9. "Completion Agreement" means the Agreement by and between Greenville Economic Development Corporation, the Board of Development of the City of Greenville, Texas, and Cytec Engineered Materials, Inc., containing agreements with respect to the Property and the Facility.

The Guidelines and Criteria for Granting Tax Abatement adopted by the Governmental Unit are incorporated as a part of this Agreement. Except as the same may be modified herein, all definitions set forth therein are applicable to this Agreement.

III. PROPERTY

The property is an area within Greenville, Hunt County, Texas located in whole or part within the jurisdiction of the Governmental Unit as more fully described in Exhibit "A" attached hereto and made a part hereof. Said property is located within an authorized zone for tax abatement.

The Hunt County Appraisal District has established the following values for the Property, including improvements thereon, as of the January 1, 2011, valuation date prior to the date of execution of this Agreement and which is the last valuation record known by the parties.

Land and Improvements	\$9,670,420
Eligible Machinery and Equipment	14,609,430
Test Equipment	776,710
Construction Work in Progress	8,817,730
Pollution Control Equipment	<u>1,961,870</u>
Base Year Value Before Exemption	\$35,836,160

The Parties incorporate such value into this Agreement but agree to adjust such value as may be necessary upon adoption of the tax rolls for January 1, 2012. This is the Base Year Value.

IV. TERM OF ABATEMENT AND AGREEMENT

The Governmental Unit agrees to abate the ad valorem taxes on the Eligible Property in accordance with the terms and conditions of this agreement. The Abatement term shall begin on January first of the year following the commencement of commercial production and shall continue for a five-year period ending on December 31st of the fifth year. This Agreement shall not become effective until and unless Owner has met or exceeded the conditions described in VII, below.

The Abatement for real property improvements shall continue for five (5) years, expiring as of December 31 of the 5th year after the commencement of the abatement. The years of Abatement provided herein shall in each instance coincide with the tax year commencing on January 1 and expiring on December 31, and in no event shall the Abatement extend beyond December 31 of the fifth (5th) tax year unless extended by agreement in compliance with local and state law.

The Abatement for eligible business and personal property shall continue for three (3) years, expiring as of December 31 of the 3rd year after the commencement of the abatement. The years of Abatement provided herein shall in each instance coincide with the tax year commencing on January 1 and expiring on December 31, and in no event shall the Abatement extend beyond December 31 of the third (3rd) tax year unless extended by agreement in compliance with local and state law.

The terms and conditions of this Agreement shall continue for the period of Abatement. All covenants and representations of the Owner herein shall continue throughout the term of this Agreement, and any defaults shall be subject to the recapture provisions provided in Part VII herein.

V. TAXABILITY

During the period that the Abatement is effective, taxes shall be payable as follows:

- (1) The value of the land comprising the Property shall be fully taxable;
- (2) The value of Ineligible Property shall be fully taxable;
- (3) The Base Year Value of existing Improvements comprising the Property shall be fully taxable;
- (4) The value of the personal property comprising the Property shall be fully taxable; and
- (5) The Added Value of the Eligible Property made a part of the Property shall be abated as set forth in Part VI herein.

VI. AMOUNT OF ABATEMENT

The Abatement provided by this Agreement shall be based upon the added Value of Eligible Property made a part of the Property as a result of the project. Tax abatement schedule for five (5) years is based upon a projected \$ \$600,000 appraised value of Real Property Investment. Taxes shall be abated annually as follows:

	<u>Abatement</u>	<u>Estimated Value</u>
Year One	100%	\$4,194.00
Year Two	85%	\$3,565.00
Year Three	70%	\$2,936.00
Year Four	55%	\$2,307.00
Year Five	40%	\$1,678.00

Tax abatement schedule for three (3) years based on a projected \$8 million appraised value of Business and Personal Property investment and taxes shall be abated annually as follows:

	<u>Abatement</u>	<u>Estimated Value</u>
Year One	100%	\$55,920.00
Year Two	75%	\$41,940.00
Year Three	50%	\$27,960.00

At the time of execution of the Agreement, the Owner reasonably estimates that the Added Value of Eligible Property upon completion of the Construction Phase will be at least \$8,600,000.00 ("Estimated Added Value"), such figure being an estimate only and will be finally determined and Abatement will be based on the actual added value as determined in Article VIII for the completed project.

VII. IMPROVEMENTS

Owner represents that it will construct a facility at the cost, for the purpose, and in the manner as set forth in the Project Description attached as Exhibit "B". During the Construction Phase, the Owner may make such change orders as to the project as are reasonably necessary, provided that no such change order may be made which will change the qualification of the project as a "Facility" under the Guidelines for Granting Tax Abatement approved by the Governmental Unit. All improvements shall be completed in accordance with all applicable laws, ordinances, rules or regulations. During the term of this Agreement, use of the Property shall be limited to operation of the Facility described in the Project Description consistent with the general purpose of encouraging development or redevelopment of the zone during the period of this Agreement.

Owner represents and warrants that this project will: (1) increase value of real property by at least \$600,000.00 ("Estimated Added Value"); (2) increase the value of Eligible Property by at least \$8,000,000.00 ("Estimated Added Value"); and (3) be necessary to create capacity which cannot be provided efficiently utilizing existing improved property.

Upon completion of the Project, the Reinvestment Advisory Committee shall review the Added Value, as determined by the Hunt County Appraisal District and report its findings to each Governmental Unit that participates in this Agreement. If the Added Value is less than Estimated Added Value, this Agreement will not become effective.

VIII. EVENTS OF DEFAULT AND RECAPTURES

- A. 1) Discontinued or Reduced Operation During Term of Agreement. In the event that the facility is completed and begins operation but subsequently discontinues operation for any reason except fire, explosion or other casualty or accident or natural disaster for a period of one year during the term of the Agreement, the Agreement may be terminated by the Governmental Unit and all taxes previously abated by virtue of the Agreement will be recaptured and paid within 60 days of the termination. Penalty and interest shall not begin to accrue upon such sum until the first day of the month following such sixty day notice, at which time penalty and interest shall accrue in accord with the laws of the State of Texas.
- 2) Removal of Eligible Property. In the event that fixed machinery or equipment is installed and becomes eligible property, but is subsequently removed from the facility or becomes ineligible property during the abatement period, and is not replaced with fixed machinery or equipment of like value within a reasonable time, then all taxes previously abated by virtue of the agreement for said machinery or equipment will be recaptured and paid within sixty (60) days from the date the machinery or equipment is removed from the facility or becomes ineligible property.
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delinquent and fails to timely and properly file the legal procedures for their protest and/or contest, or (2) violates any of the terms and conditions of the abatement agreement and fails to cure during the cure Period, the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within sixty (60) days of the termination.

- B. Notice of Default. Should the Governmental Unit, determine that the Owner is in default according to the terms and conditions of this Agreement, it shall notify the Owner that if such default is not cured within sixty (60) days from the date of such notice ("Cure Period"), then this Agreement may be terminated. In the event the Owner fails to cure said default during the Cure Period, the Agreement may be terminated and the taxes abated by virtue of the Agreement will be recaptured and paid as provided herein. Notwithstanding the foregoing, in no event shall the Owner be liable for damages under this Agreement in excess of the benefits provided to the Owner under Section VI.
- C. Actual Added Value. Annually, the Chief of the Hunt County Appraisal District or his/her designee shall assess the real and personal property comprising the reinvestment zone. Should the Hunt County Appraisal District determine that the total level of Added Value during any year of the term of this Agreement after completion of the Construction Phase is lower than the Estimated Added Value less the normal depreciation for the asset such that a lower percentage of Abatement is applicable, for each year during which an Abatement has been granted the difference between the tax abated and the tax which should have been abated based upon, the actual Added Value shall be determined and each Governmental Unit owner shall be notified. The taxes shall be paid within sixty (60) days of notification to the Owner of such determination. Penalty and interest shall not begin to accrue upon such sum until the first day of the month following such sixty (60) days notice, at which time penalty and interest shall accrue in accord with the laws of the State of Texas.
- D. Continuation of Tax Lien. The amount of tax abated each year under the terms of this agreement shall be secured by a first and prior tax lien which shall continue in existence from year to year until such time as this Agreement between the Governmental Unit and Owner is fully performed by Owner, or until all taxes, whether assessed or recaptured, are paid in full.

If the Governmental Unit terminated this Agreement pursuant to this paragraph VIII, it shall provide Owner written notice of such termination. If Owner believes that such termination was improper, Owner may file suit in the Hunt County district courts appealing such termination within sixty (60) days after the written notice of the termination by the Governmental Unit. If an appeal suit is filed, Owner shall remit to the Governmental Unit(s), within sixty (60) days after the notice of termination, and additional and/or recaptured taxes as may be payable during the pendency of the litigation pursuant to the payment provision of Section 42.08, Texas Tax Code. If the final determination of the appeal increases Owner's tax liability above the amount of tax paid, Owner shall remit the additional tax to the Governmental unit(s) pursuant to Section 42.42, Texas Tax Code. If the final determination

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The Owner may assign this Agreement to a new owner or lessee of the Facility with the prior written consent of the Governmental Unit, which consent shall not be unreasonably withheld. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in this Agreement. Any assignment of this Agreement shall be to an entity that will provide substantially the same improvements to the Property, except to the extent such improvements have been completed. No assignment shall be approved if the Owner or any assignee is indebted to the Governmental Unit for ad valorem taxes or other obligations.

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To the Owner: Cytec Engineered Materials, Inc.
2085 E. Technology Circle; Suite 300
Tempe, AZ 85284
Attention: Division Counsel

To the Governmental Unit(s) City of Greenville
P.O. Box 1049
Greenville, Texas 75403-1049
Attention: City Manager


Either party may designate a different address by giving the other party ten (10) days written notice.


This agreement has been executed by the parties in multiple originals or counterparts, each having full force and effect.

Executed this the 8 day of May, 2012.


WITNESS:

GOVERNMENTAL UNIT:

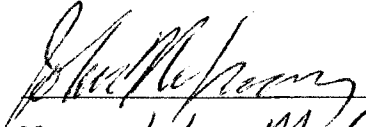

Debra Newell, City Secretary
Greenville, Texas


Steven J. Alexander, City Manager
Greenville, Texas

APPROVED AS TO FORM:


Brent A. Money, City Attorney
Greenville, Texas

WITNESS:


Name: John McLary
Title: operations Technology Div.

OWNER:

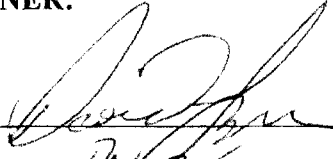
By: 
Name: DAVID SUTHERLAND
Title: VP OPERATIONS

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That Cytec Engineered Materials, Inc., being all that certain lot, tract or parcel of land situated in the City of Greenville, Hunt County, Texas, being part of the Jacob Dunn Survey, Abstract No. 249, being the called 29.483 acres described in the Special Warranty Deed from Beatrice Foods Co., to Fiberite Corporation recorded in the Deed Records of Hunt County in Volume 908 at Page 59.

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Cytec Engineered Materials is expanding its operations in Greenville, TX to accommodate growing demand for its products in the Aerospace market. The project will include a building expansion to house a new impregnation line and associated infrastructure requirements. Construction will begin in 2012 with commercial production anticipated in 2015.

County of Hunt

STATE OF TEXAS

PURCHASING DEPARTMENT
2507 Lee Street, Room 200
Greenville, Texas 75401



12, 362

PHONE: (903) 408-4148
FAX: (903) 408-4291
cblue@huntcounty.net

FILED FOR RECORD
at 11:05 o'clock A M

MAY 22 2012

JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex
By: *Jennifer Lindenzweig*

Invitation To Bid

Formal Bid # 085-12, UNIFORMS, SHERIFF'S OFFICE (24) 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 200, Greenville, Texas, 75401 until **2:00 P.M. Central Time April 24, 2012**.

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 200, Greenville, TX 75401 or by calling 903-408-4292.

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: _____

Address: _____

Contact Name: _____

City, State, Zip: _____

Telephone Number: _____

FAX Number: _____

By: _____

By: *Jennifer Lindenzweig*

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. **Specifications**
This section contains the detailed description of the product/service sought by the County.

- 5. **Pricing/Delivery Information**
This form is used to solicit exact pricing of goods/services and delivery costs.

- 6. **General Requirements**
You should be familiar with all of the General Requirements.

- 7. **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 # 085-12; UNIFORM CONTRACT (24) 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), 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. All invoices require a valid Hunt County Purchase Order Number clearly shown on the invoice.

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 six (6) months of this contract. Increases of more than 15% 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 200, Greenville, TX 75401. Price lists shall show the bid number and title.

3. **ESTIMATES OF USE (12 months not 24)**

The stated estimates 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.

4. **FUEL SURCHARGES**

Hunt County will not accept any fuel surcharge cost added to invoices.

5. **PRICE AND DELIVERY FORMS**

Prices offered must be on the submitted forms attached. Submittal of vendor price sheets or other formats will be considered non-responsive and rejected.

6. **SHIPPING**

All items must be quoted FOB Hunt County Texas, freight prepaid and allowed. Hunt County will not accept COD shipments or freight collect shipments. The county will pay for expedited freight only when approved by the Purchasing Department.

SPECIFICATIONS

FORMAL BID # 085-12; UNIFORM CONTRACT (24) MONTHS

SCOPE

It is the intent of this Invitation to Bid to solicit bids for Uniforms and accessories for the Hunt County Sheriff's Office for a twenty-four (24) month period beginning June 1, 2012 through May 31, 2014. 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 department.

For information regarding the bid process, please contact Cheryl Blue, Office of the Purchasing Agent at 903-408-4292 prior to April 17, 2012.

DESCRIPTION

All garments shall be in new unused condition. Factory seconds and defective garments will not be accepted. All items must be quoted FOB Hunt County, TX 75401, shipping prepaid and allowed. Collect and COD shipments will be refused. All items shall be available for shipment within thirty (30) working days of receipt of purchase order.

PURCHASE ORDERS

A purchase order issued by the Hunt County Purchasing Department will be required on all purchases. The purchase order number must be shown on all packing lists and invoices to insure payment. Hunt County will not be responsible for payment of material shipped without a purchase order number.

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
2. Cost
3. Vendor past performance history with Hunt County

AWARD

The County reserves the right to award on a **LUMP SUM** or **UNIT** basis as best meets the requirements of the County.

PRICE AND DELIVERY FORM

FORMAL BID # 085-12; UNIFORM CONTRACT (24) MONTHS

PRODUCT REQUIRED				
PANTS, 5.11 TACTICAL, STYLE # 74251 MEN'S BLACK 100% Cotton		Quantity	Bid Price	Garment Bid
1	SIZE 30 X 32 5.11 BLACK	4		
2	SIZE 30 X 36 5.11 BLACK	4		
3	SIZE 32 X 36 5.11 BLACK	16		
4	SIZE 34 X 36 5.11 BLACK	12		
5	SIZE 36 X 36 5.11 BLACK	14		
6	SIZE 38 X 36 5.11 BLACK	5		
7	SIZE 40 X 36 5.11 BLACK	2		
8	SIZE 42 X 36 5.11 BLACK	6		
9	SIZE 44 X 36 5.11 BLACK	2		
10	SIZE 46 X 36 5.11 BLACK	1		
11	SIZE 50 X 36 5.11 BLACK	1		
12	SIZE 54 X 36 5.11 BLACK	1		
13	SIZE 56 X 36 5.11 BLACK	1		
PANTS, 5.11 TACTICAL, STYLE # 64358 WOMEN'S BLACK 100% Cotton		Quantity	Bid Price	Garment Bid
14	SIZE 4 5.11 BLACK	1		
15	SIZE 6 5.11 BLACK	2		
16	SIZE 8 5.11 BLACK	5		
17	SIZE 14 5.11 BLACK	6		
18	SIZE 16 5.11 BLACK	3		

PRICE AND DELIVERY FORM

FORMAL BID # 085-12: UNIFORM CONTRACT (24) MONTHS

	SHIRTS, L/S, TACTICAL 5.11, ITEM # 72157, SAGE embroidered with 6 point star, lettered HUNT COUNTY SHERIFF on the rear flap in 2 lines, BLACK Reflective Arial Text	Quantity	Bid Price	Garment Bid
19	SIZE SMALL	2		
20	SIZE MEDIUM	12		
21	SIZE LARGE	20		
22	SIZE XL	20		
23	SIZE XXL	10		
24	SIZE XXXL	4		
25	SIZE XXXXL "Custom Size" Alter 3XL to 4XL	2		
26	COST ADDER FOR EXTRA LONG SLEEVES			
	SHIRTS, S/S, TACTICAL 5.11, ITEM # 71152, SAGE embroidered with 6 point star, lettered HUNT COUNTY SHERIFF on the rear flap in 2 lines, BLACK Reflective Arial Text	Quantity	Bid Price	Garment Bid
27	SIZE X-SMALL	3		
28	SIZE SMALL	4		
29	SIZE MEDIUM	16		
30	SIZE LARGE	22		
31	SIZE XL	30		
32	SIZE XXL	15		
33	SIZE XXXL	18		
34	SIZE XXXXL "Custom Size" Alter 3XL to 4XL	6		

PRICE AND DELIVERY FORM

FORMAL BID # 085-12; UNIFORM CONTRACT (24) MONTHS

PRODUCT REQUIRED				
	PANTS, 5.11 TACTICAL, TacLite Pro MEN'S # 74273 All available colors	Quantity	Bid Price	Garment Bid
35	SIZE 30X32	2		
36	SIZE 32X32	6		
37	SIZE 32X34	4		
38	SIZE 34X36	12		
39	SIZE 36X32	4		
40	SIZE 36X34	8		
41	SIZE 38X32	4		
42	SIZE 38X34	10		
43	SIZE 40X30	2		
44	SIZE 40X32	1		
45	SIZE 40X34	2		
46	SIZE 44X32	4		
47	SIZE 46X30	2		
48	SIZE 46 Unhemmed	2		
49	SIZE 48X32	2		
50	SIZE 48 Unhemmed	2		
51	SIZE 50X36	1		
PRODUCT REQUIRED				
	PANTS, 5.11 TACTICAL, TacLite Pro WOMEN'S # 64360 All available colors	Quantity	Bid Price	Garment Bid
52	SIZE 14 Style # 64360	2		
53	SIZE 16 Style # 64360	4		
54	SIZE 18 Style # 64360	4		
55	SIZE 20 Style # 64360	2		

PRICE AND DELIVERY FORM

FORMAL BID # 085-12; UNIFORM CONTRACT (24) MONTHS

PRODUCT REQUIRED				
	SHIRTS, S/S, TACTICAL 5.11, Poly Cotton Ripstop embroidered with 6 point star, lettered HUNT COUNTY SHERIFF on the rear flap in 2 lines, BLACK Reflective Arial Text - All available colors	Quantity	Bid Price	Garment Bid
56	SIZE SMALL	2		
57	SIZE MEDIUM	12		
58	SIZE LARGE	20		
59	SIZE XL	16		
60	SIZE XXL	16		
61	SIZE XXXL	12		
62	SIZE XXXXL	4		
PRODUCT REQUIRED				
	SHIRTS, L/S, TACTICAL 5.11, Poly Cotton Ripstop embroidered with 6 point star, lettered HUNT COUNTY SHERIFF on the rear flap in 2 lines, Reflective Arial Text - All available colors	Quantity	Bid Price	Garment Bid
63	SIZE SMALL	2		
64	SIZE MEDIUM	12		
65	SIZE LARGE	20		
66	SIZE XL	16		
67	SIZE XXL	20		
68	SIZE XXXL	12		
69	SIZE XXXXL	4		

PRICE AND DELIVERY FORM

FORMAL BID # 085-12; UNIFORM CONTRACT (24) MONTHS

PRODUCT REQUIRED				
	BLACK Tactical Squad Jacket, 100% Nylon with water resistant collar, torso lined with Microfleece, front zipper slash pockets, knit cuff and waste band. embroidered with 6 point star, lettered HUNT COUNTY SHERIFF on the rear in 2 lines, WHITE Reflective A	Quantity	Bid Price	Garment Bid
70	SMALL	6		
71	MEDIUM	10		
72	LARGE	12		
73	X LARGE	18		
74	XX LARGE	6		
75	XXX LARGE	4		
76	XXXX LARGE	1		
	5.11 BLACK Windbreaker, 100% Nylon with, front zipper, slash pockets, 6 point star on front, lettered HUNT COUNTY SHERIFF on the rear in 2 lines, WHITE Arial Text	Quantity	Bid Price	Garment Bid
77	SMALL	12		
78	MEDIUM	20		
79	LARGE	22		
80	X LARGE	24		
81	XX LARGE	12		
82	XXX LARGE	12		
83	XXXX LARGE	2		

PRICE AND DELIVERY FORM

FORMAL BID # 085-12; UNIFORM CONTRACT (24) MONTHS

PRODUCT REQUIRED				
	NEESE 48" HI VIS LIME Rain Coat lettered SHERIFF (2" BLACK) on the rear & (5/8") on sleeves	Quantity	Bid Price	Garment Bid
84	SMALL	5		
85	MEDIUM	20		
86	LARGE	20		
87	X LARGE	20		
88	XX LARGE	12		
	FRANKLIN UNIFORM Classic Glove, #2ND-SKINZ BLACK	Quantity	Bid Price	Garment Bid
89	MEDIUM	24 pair		
90	LARGE	36 pair		
91	X LARGE	24 pair		
	SAFARILAND 94P Buckle- less Sam Brown Belt Plain, Black	Quantity	Bid Price	Garment Bid
92	SMALL	12		
93	MEDIUM	12		
94	LARGE	24		
95	X LARGE	18		
PRODUCT REQUIRED				
	UNDERSHIRTS, Regular, TACTICAL 5.11 Style # 40016, Black (3-pack)	Quantity	Bid Price	Garment Bid
96	SIZE SMALL	6 pkg		
97	SIZE MEDIUM	6 pkg		
98	SIZE LARGE	18 pkg		
99	SIZE XL	14 pkg		
100	SIZE XXL	12 pkg		
101	SIZE XXXL Elbeco #8950 or =	3 pkg		
102	SIZE XXXXL Elbeco #8950 or =	3 pkg		

PRICE AND DELIVERY FORM

FORMAL BID # 085-12; UNIFORM CONTRACT (24) MONTHS

	PRODUCT REQUIRED	Quantity	Bid Price	Item Bid
103	CHAPLAIN CROSSES (black)	2		
104	SERGEANT CHEVRONS (black)	6		
105	COLLAR BRASS S/O (black)	28		
106	COLLAR BRASS LT BAR (black)	4		
107	COLLAR BRASS F.T.O. (black)	4		
108	COLLAR BRASS SINGLE STAR (black)	4		
109	COLLAR BRASS DOUBLE STAR (black)	4		
110	COLLAR BRASS CHIEF (black)	8		
111	NECK BADGE w/ ID CARRIER BOSTON BOS-5845NPB-1	12		
112	SAFARILAND 75-83-2 DBL MG POUCH for Glock Model 22, 40 CAL Plain Black	20		
113	SAFARILAND 90H-2HS HANDCUFF CASE Hidden Snap Plain Black	20		
114	SAFARILAND 38-4-2HS MACE HOLDER Plain Black	20		
115	SAFARILAND 763-22 RADIO CARRIER Plain Black	10		
116	SAFARILAND 65-4-2 SINGLE BELT KEEPER Plain Black w/ Chrome Snap PKG of 4	10 pkg		
117	SAFARILAND 654-2 DOUBLE BELT KEEPER Plain Black w/ Chrome Snap	10		
118	SAFARILAND LAMINATE BKLES INNER BELT Plain Black 34 to 36 MEDIUM	8		
119	SAFARILAND LAMINATE BKLES INNER BELT Plain Black 38 to 42 LARGE	8		
120	SAFARILAND LAMINATE BKLES INNER BELT Plain Black 44 to 46 X-LARGE	8		
121	TACTICAL 5.11 PATROL READY BAG 511-59012-019 Black	12		

NOTE: REFLECTIVE PRINT FOR BACK OF SHIRTS MAY BE BLACK, WHITE OR SILVER DEPENDING ON COLOR OF SHIRT ORDERED.

PRICE AND DELIVERY FORM

FORMAL BID # 085-12; UNIFORM CONTRACT (24) MONTHS

RETURN EXCHANGE POLICY

Please state your return or exchange policy and indicate any restocking fees:

Are you an authorized 5.11 dealer? Yes _____ No _____

COMMENTS or EXCEPTIONS (Please note if brands or styles other than those shown on the Price & Delivery forms are being offered)

SAMPLES

Will samples (if requested) be available on a no charge basis for evaluation prior to final award of the bid.

___ Yes ___ No

PAYMENT TERMS: _____

PRICE AND DELIVERY FORM

FORMAL BID # 085-12; UNIFORM CONTRACT (24) MONTHS

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.

Company Name

Authorized Signature

Address

Name (Printed or Typed)

City, State, Zip

Title

Phone

Date

Fax

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 Commissioners 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. 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 200, Greenville, TX, 75401, **before 2:00 P.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 Commissioners Court must award the contract and the County Judge or other person authorized by the Hunt County Commissioners 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 Commissioners 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.

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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 venturer 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 \$250.00 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.**

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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.

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.

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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. 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 1/12