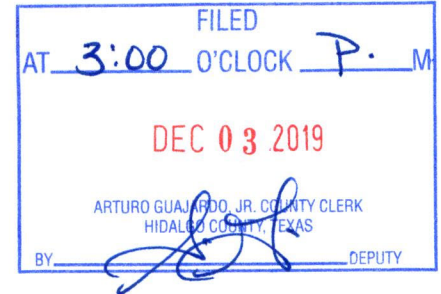


THE STATE OF TEXAS §  
§  
COUNTY OF HIDALGO §

**CONTRACT FOR SERVICE  
C-19-271-11-19**



THIS CONTRACT is made and entered into this 19<sup>th</sup> day of **November 2019**, by and between the **County of Hidalgo, Texas** ("County"), and **Lhoist North America of Texas, LTD** ("Company").

**WHEREAS**, Company responded to notices for Request for Bid (RFB) for: "**Lime Road Material & Services**" for **Hidalgo County** (the "Services"); and

**WHEREAS**, Company submitted a bid, a copy of such bid is attached hereto as Exhibit "B" to provide services in accordance with Exhibit "A" Request for Bid (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

**WHEREAS**, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the RFB Procurement Packet, the Commissioners Court of County awarded the bid to Company.

**NOW, THEREFORE**, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications contained in Exhibit "A" RFB Procurement Packet within **Hidalgo County** following a request for Services by the **County** or its designated agent. Company agrees in

performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further, Hidalgo County reserves the right to request these services from sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year**, commencing on **November 21, 2019** and expiring on **November 20, 2020**, and may be extended at the sole discretion of the County for an additional **one (1) year** term under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services. If such license or permit is suspended or revoked, this Agreement shall automatically be terminated and Company shall immediately notify the County.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

7. Consistent with its status as an independent contractor and at its sole expense, Company agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified in the Procurement Packet/Specifications and/or which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Bidder's activities and all persons, vehicles, equipment and property connected with providing Services. The amount of insurance required shall be in accordance with amounts specified by the County or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the Texas Tort Claims Act. These requirements do not establish limits of Company's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County. Company shall cause all subcontractors utilized by Company to also comply with these specifications. Company shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect. (See Exhibit "C" attached hereto and incorporated herein for all purposes). For each applicable policy, Company shall name the County as an additional insured. Company shall notify County a minimum of thirty (30) days in advance

of cancellation of all or part of a policy. Company shall make any other insurance documentation available to County upon request.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. **Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.**

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:           The County of Hidalgo  
                                  Attn: County Judge  
                                  100 E. Cano  
                                  Edinburg, Texas 78539

If to Company:       Lhoist North America of Texas, LTD  
                                  Attn: Jim Scholl, Area Manager  
                                  350 APG Lane  
                                  New Braunfels, TX 78132

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County. **Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903:** In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the

Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

18. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. **Immunities:** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

20. **Nondiscrimination:** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made a part of this agreement for all purposes.

21. **Additional Documents:** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.

22. **Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.326, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

EXECUTED and effective as of the day and year first written above.

COUNTY OF HIDALGO



ATTEST  
Arturo Guajardo Jr.  
Arturo Guajardo Jr., County Clerk

Richard F. Cortez  
Richard F. Cortez, County Judge

APPROVED BY  
COMMISSIONERS COURT  
ON: 11/19/19

Company: LHOIST  
By: Jim Scholl  
Printed Name: Jim Scholl  
Title: Sales MGR

Approved By Commissioners Court On: 11/19/19

APPROVED AS TO FORM:  
Office of the Criminal District Attorney, Ricardo Rodriguez, Jr

By: Robert Viña, III  
Robert Viña, III, Assistant District Attorney  
Civil Litigation Division



2802 S. Bus. Hwy 281  
Edinburg, Texas 78539  
Phone: (956) 318-2626  
Fax: (956) 318-2629  
[www.co.hidalgo.tx.us/purchasing](http://www.co.hidalgo.tx.us/purchasing)

September 9, 2019

Whoist North America of Texas

Bidder's name

350 Apg Lane

Address

New Braunfels

City

Texas 78132

State, Zip Code

Re: **HIDALGO COUNTY - (including all funding sources)**  
Request for Bids - **"Lime Road Material and Services for Hidalgo County"**  
RFB No: 2019-271-10-02-HGO

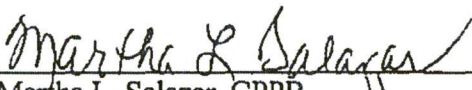
Dear Gentleman/Ladies:

Enclosed, please find the Request for Bid (RFB) packet for review and possible participation. **Modifications and new requirements** have been added and implemented so careful review all documents is required.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626 x 4877.

Sincerely,

  
\_\_\_\_\_  
Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/hgo  
Enclosures

REQUEST FOR BID LEGAL NOTICE

For

HIDALGO COUNTY

(including all funding sources, programs and entities)

“Lime Road Material and Services for Hidalgo County”

RFB No.: 2019-271-10-02-HGO

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

Bidder acknowledges that it has examined this Request for Bid and specifications and is familiar with the conditions to be met. In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder acknowledges that by signature below, it is providing the required certifications, attestations, verifications and/or acknowledgments as referenced within this Request for Bid. Bidder acknowledges that any and all specifications, provisions, and attachments of this Request for Bid are incorporated into and made a part of any resulting agreement.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications. An individual authorized to bind the company must sign the following section. Failure to execute this section may result in bid rejection.

Respectfully submitted,

Firm: LHOIST NORTH AMERICA of TX, LTD
Address: 350 APB LANE NEW BRAUNFELS TX 78132
By: [Signature]
Printed Name: Jim Scholl
Title: SALES MANAGER



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Marsh USA, Inc.		NAMED INSURED Lhoist North America, Inc. PO Box 985004 Ft. Worth, TX 76185	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Lhoist North America Inc., and its subsidiaries:

- KDM Holding Inc.
- Lime Holding Inc.
- Lhoist North America, Inc. (formerly Chemical Lime Company)
- Chemical Management Co., Inc.
- Chemical Lime-Southwest, LLC
- CLSW, LLC
- Lhoist North America of Texas Ltd. (Formerly Chemical Lime, Ltd.)
- Lhoist North America of Alabama LLC (Formerly Chemical Lime Company of Alabama, LLC)
- Lhoist North America of Missouri Inc. (Formerly Chemical Lime Company of Missouri, Inc.)
- Lhoist North America of Arizona Inc. (Formerly Chemical Lime Company of Arizona)
- Faxe Chalk, Inc.
- Faxe Lime, Inc.
- Arizona Quarry & Stone Company
- Chemstar Lime Company of Nevada
- Lhoist North America of Canada Inc. (Formerly Chemical Lime Company of Canada, Inc.)
- Chemical Lime Company of Latin America
- DMLD Holding Inc.
- Lhoist North America of Virginia Inc. (Formerly Chemical Lime Company of Virginia, Inc.)
- Palmetto Lime, LLC
- Porta Batch Division (Inactive)
- Chemical Holding (Inactive)
- Lhoist North America of Tennessee Inc. (Formerly Franklin Industries Inc. a.k.a. Franklin Industrial Minerals)
- Franklin Industrial Minerals
- Franklin Limestone Co.
- Franklin Builders Supply
- H.C. Spinks Clay Company, Inc.
- Acid Gas Solutions LLC
- CT, Inc.
- Old Harbour Minerals Inc.
- Pacific Lime Products Ltd.
- Randolph County Land, LLC
- Eagle County Land, LLC

**PROJECT REQUIREMENTS  
ACKNOWLEDGMENT**

This is to certify that I, Jim Schell / LHOIST, possess all of the APPLICABLE:

- 1. Licenses: N/A
- 2. Bond (if applicable) \_\_\_\_\_
- 3. Certificates: \_\_\_\_\_
- 4. Permits: \_\_\_\_\_
- 5. Other: \_\_\_\_\_

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

\* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

Jim Schell  
Authorized Signature

9-27-18  
Date

LHOIST NORTH AMERICA  
Company

350 APG LANE  
Address

NB TX 78132  
City, State, Zip

**THIS FORM MUST ACCOMPANY BID PACKET**

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 22, 84th Leg., Regular Session.

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

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

A vendor commits an offense if the vendor knowingly violates Section 176.008, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

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

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

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

\_\_\_\_\_  
Name of Officer

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

NONE

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

Yes  No

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

Yes  No

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

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

7 \_\_\_\_\_  
Signature of vendor doing business with the governmental entity


9.30.19  
Date

Exhibit "F"

**Certification  
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:   
Print Name: JIM SCHELL  
Title: SALES MANAGER  
Telephone Number: 830-221-2581  
Date: 9-27-19

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

# Exhibit "J"

## PROPOSER'S AFFIDAVIT

<b>PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING</b>
--

STATE OF TEXAS  
COUNTY OF HIDALGO

Affiant, Jim Scholl, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or another proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or another reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended nor suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of Hidalgo County except as noted herein below:

Signature/Title: Jim Scholl 4-20-19

Subscribed and sworn to before me this 30<sup>th</sup> day of Sept, 2019.

Notary Public

My commission expires



, 20

**HIDALGO COUNTY**  
(Including all funding sources, programs, and entities)  
**REQUEST FOR BID**  
"Lime Road Material & Services"

RFB No.: 2019-271-10-02-HGO

**RFB SUBMITTAL CHECK LIST**

All forms listed below must be included in the RFB response.  
Indicate with a check mark (✓) the Forms completed and included in this response:

- Page 12 of Legal Notice
  - Exhibit "B" – Bid Page
  - Exhibit "C" - Acknowledgement forms (pages 5 & 6)
  - Exhibit "D" CIQ Form -Copy of County Clerk File Recording fee receipt. (if applicable)
  - Exhibit "E" Vendor Bidder Applications, W-9, & HUB/DBE
  - Exhibit "F" Certification Regarding Debarment
  - Exhibit "H" Required Contract Clauses for Contracts Under Federal award 2 – CFR 200, Appendix II & FEMA (if applicable)
  - Exhibit "J" Proposer's Affidavit
  - SAMS.gov Registration Acknowledgement
- One (1) Original (pages one-sided, clearly marked ORIGINAL), One (1) Copy of bid, and One (1) CD/USB in PDF Format (see number 2 of Legal Notice).

UNABLE TO PRINT - PLEASE  
SEE WEBSITE



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

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**ALERT:** SAM.gov will be down for scheduled maintenance Saturday, 10/12/2019, from 8:00 AM to 1:00 PM

### Search Results

Current Search Terms: LHOIST NORTH AMERICA OF TEXAS, LTD.\*

Total records: 1

[Save PDF](#) [Export Results](#) [Print](#)

Result Page: 1

Sort by **Relevance** Order by **Descending**

Your search for LHOIST NORTH AMERICA OF TEXAS, LTD.\* returned the following results...

Entity	LHOIST NORTH AMERICA OF TEXAS, LTD.	Status: Active
DUNS: 078342991	CAGE Code: 7PR67	<a href="#">View Details</a>
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 07/16/2020	Debt Subject to Offset?: No	
Purpose of Registration: All Awards		

Result Page: 1

[Save PDF](#) [Export Results](#) [Print](#)



FBM-NP-20190814-1104  
WTTW

- [Search Records](#)
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- [GSA.gov](#)
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**ALERT:** SAM.gov will be down for scheduled maintenance Saturday, 12/14/2019, from 8:00 AM to 3:00 PM

## Entity Dashboard

LHOIST NORTH AMERICA OF TEXAS, LTD.  
 DUNS: 078342991 CAGE Code: 7PR67  
 Status: Active  
 Expiration Date: 07/16/2020  
 Purpose of Registration: All Awards

350 APG LN  
 NEW BRAUNFELS, TX, 78132-5035,  
 UNITED STATES

- ▶ [Entity Overview](#)
- ▶ [Entity Registration](#)
  - ▶ [Core Data](#)
  - ▶ [Assertions](#)
  - ▶ [Reps & Certs](#)
  - ▶ [POCs](#)
- ▶ [Exclusions](#)
  - ▶ [Active Exclusions](#)
  - ▶ [Inactive Exclusions](#)
  - ▶ [Excluded Family Members](#)

[RETURN TO SEARCH](#)

### Entity Overview

#### Entity Registration Summary

**Name:** LHOIST NORTH AMERICA OF TEXAS, LTD.  
**Doing Business As:** New Braunfels Plant (US62)  
**Business Type:** Business or Organization  
**Last Updated By:** Jim Scholl  
**Registration Status:** Active  
**Activation Date:** 07/17/2019  
**Expiration Date:** 07/16/2020

#### Exclusion Summary

**Active Exclusion Records?** No



IBM-P-20191107-1527  
 WWW3

- [Search Records](#)
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- [Data Access](#)
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