

SPECIAL, 3/3/2014 1:30:00 PM

BE IT REMEMBERED that on March 03, 2014, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

Commissioner Everette D. Alfred, Commissioner Pct. No. 4

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
March 03, 2014

Jeff R. Branick, County Judge
Eddie Arnold, Commissioner, Precinct One
Brent A. Weaver, Commissioner, Precinct Two
Michael S. Sinegal, Commissioner, Precinct Three
Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
March 03, 2014**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **03rd** day of **March 2014** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

WORKSHOP: 11:00 a.m. - Conduct a workshop to receive information from Mr. Duane Gordy regarding the establishment of the Jefferson County CERTZ. Pursuant to Section 551.086 of the Government Code.

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

PLEDGE OF ALLEGIANCE: Everette "Bo" Alfred, Commissioner, Precinct Four

PURCHASING:

1. Consider and approve specifications for (RFP 14-003/JW), Lease of Properties Acquired as a Result of “Buy Out” (Remaining Available Properties).

SEE ATTACHMENTS ON PAGES 7 - 36

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

2. Consider and approve specifications for (IFB 14-006/JW), Term Contract for Marine Motor Fuel for Jefferson County.

SEE ATTACHMENTS ON PAGES 37 - 70

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

3. Receive and file bids for (IFB 14-001/JW), Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 71 - 128

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

4. Consider and approve, execute, receive and file a Professional Services Agreement (PROF 14-008/JW) with LJA Engineering, Inc. for professional engineering services as technical liaison for the McFaddin Beach Erosion Project and for BP Spill Recovery Funding, for an estimated cost of \$44,000.00.

SEE ATTACHMENTS ON PAGES 129 - 134

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

Notice of Meeting and Agenda and Minutes
March 03, 2014

5. Consider and approve disposition of salvage property as authorized by Local Government Code §263.152 (a) (4), by donating it to a charitable organization, Goodwill Industries.

SEE ATTACHMENTS ON PAGES 135 - 144

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

ADDENDUMS

6. Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

SEE ATTACHMENTS ON PAGES 145 - 146

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

7. Consider and possibly approve disposal of scrap metal property. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

SEE ATTACHMENTS ON PAGES 147 - 148

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

COUNTY AUDITOR:

8. Regular County Bills - check #390749 through check #391029.

SEE ATTACHMENTS ON PAGES 149 - 158

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

COUNTY COMMISSIONERS:

9. Consider authorizing the County Judge to enter/terminate a Burn Ban Order.

Action: TABLED

10. Consider, possibly approve and receive and file Amended Road Reports of each Jefferson County Commissioner with the County Clerk with a copy in the Grand Jury Room as required by Sec. 251.005, Texas Transportation Code.

SEE ATTACHMENTS ON PAGES 159 - 163

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

11. Consider, possibly nominate and approve the advisory board for the Jefferson County CERTZ pursuant to Texas Transportation Code Sec 222.1071. The following advisory board members are hereby appointed and they shall serve for a term of two years. (Said board members are to serve without compensation.) Members of the Advisory Board are: Darrell Hall, Tommy Jeffcoat, Robert Dubois, Robyn Deshotel, and James Bowser.

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

12. Consider and possibly approve an Order to renew and expand the Golden Pass Reinvestment Zone pursuant to Sec. 312.203, Texas Tax Code.

SEE ATTACHMENTS ON PAGES 164 - 170

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

13. Consider and possibly approve a Resolution for Fair Housing Month.

SEE ATTACHMENTS ON PAGES 171 - 171

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

ENGINEERING:

14. Execute, receive and file Utility Permit 02-U-14 to Fiberlight, LLC for the installation of telecom network service on Hamshire Road from US-10 South. This project is located in Precinct No. 3.

SEE ATTACHMENTS ON PAGES 172 - 198

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

DISTRICT ATTORNEY:

15. Consider and approve reallocation of three attorney budgeted positions in the Criminal District Attorney's Office effective March 3, 2014.

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

Jeff R. Branick
County Judge



JEFFERSON COUNTY PURCHASING

Douglas Anderson III, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE

Advertisement for Request for Proposal

March 3, 2014

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 14-003/JW, Lease of Properties Acquired as a Result of "Buy Out" (Remaining Available Properties). Specifications for this project may be obtained from the website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.

Proposals are to be addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope. Offerors shall forward an original and five (5) copies of their proposal to the address shown below. Jefferson County does not accept proposals submitted electronically. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Offerors are invited to attend the sealed proposal opening.

PROPOSAL NAME:	Lease of Properties Acquired as a Result of "Buy Out" (Remaining Available Properties)
PROPOSAL NO:	RFP 14-003/JW
DUE DATE/TIME:	11:00 AM, April 15, 2014
MAIL OR DELIVER TO:	Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, Contract Specialist at 409-835-8593.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – March 5th and March 12th, 2014
The Examiner – March 13th, 2014

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1. Proposal Submittal Checklist

The Offeror's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Offeror shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

- ☒ Cover sheet identifying the contract/project being proposed; the name and address of the Offeror; the date of the proposal; telephone number, cell phone number (if applicable), email address (if applicable); and facsimile number (if applicable) of Offeror.
- ☒ Copy of "Proposed Price Schedule" Form, with Proposed Lease Amount(s) clearly indicated in printed handwriting or typed font. (Pages 10-22)
- ☒ Completed & Signed "Affidavit" Form (Page 26)
- ☒ Completed & Signed "Exhibit A: Release of Liability" Form (Page 30)
- ☒ One (1) original and five (5) copies of the proposal should be mailed or delivered no later than **11:00 AM, April 15, 2014**, to the Jefferson County Purchasing Department, 1149 Pearl Street, First Floor, Beaumont, TX 77701.

Company

Telephone Number

Address

Fax Number

Authorized Representative (Please print)

Title

Authorized Signature

Date

PROPOSER MUST COMPLETE & RETURN THIS FORM WITH OFFER.

2. General Information

Vendor Instructions

Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of the proposal.

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the **Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein.** Be sure your proposal package is complete.

Governing Law

Proposer is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

Ambiguity, Conflict, or other errors in the RFP

If the proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, proposer shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the proposer fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to proposer, or an error or ambiguity that reasonably should have been known to proposer, then proposer shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with number one (1).

Proposal Preparation Cost

The cost for developing proposals is entirely the responsibility of proposers and shall not be charged to Jefferson County.

Signature of Proposal

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the proposer contractually. If the proposer is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the proposer is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the proposer is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

Economy of Presentation

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

Proposal Obligation

The contents of the proposal and any clarification thereof submitted by the selected proposer shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

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, Jefferson County's interpretation shall govern.

Implied Requirements

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the proposer, shall be included in the proposal.

Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP may result in disqualification.

Evaluation

Evaluation shall be used as a determinant as to which proposed 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 proposals are subject to negotiation by the Purchasing Department and other appropriate departments, with recommendation to Commissioners' Court. Compliance with all requirements, delivery, and needs of the using department are considerations in evaluating proposals. Commissions are not the only criteria for making a recommendation. A preliminary evaluation by Jefferson County will be held and the appropriate proposals will be subject to negotiation. Upon completion of negotiations, Jefferson County will make an award. **All proposals that have been submitted shall be available and open for public inspection seven (7) days after the contract is awarded, except for trade secrets or confidential information contained in the proposals.** Any material that is to be considered as confidential in nature must be clearly marked as such and will be treated as confidential by Jefferson County to the extent allowable in the Open Records Act.

Withdrawal of Proposal

The proposer may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in the Signature of Proposal paragraph on Page 4), to the Purchasing Department any time prior to the submission deadline. The proposer may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

Award

Jefferson County reserves the right to award this contract on the basis of the Highest and Best Offer in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one proposer, and/or to reject any or all proposals. In the event the highest dollar proposer meeting specifications is not awarded a contract, the proposer may appear before Commissioners' Court and present evidence concerning his responsibility.

Ownership of Proposal

All proposals become the property of Jefferson County and will not be returned to proposers.

Disqualification of Proposer

Upon signing this proposal document, a contractor proposes to sell supplies, materials, services, or equipment to Jefferson County certifies that the proposer has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the proposers.

Contractual Development

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the proposer must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

Assignment

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

Contract Obligation

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the proposer. **Department Heads are not authorized to sign agreements for Jefferson County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

Termination

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

Inspections

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

Testing

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. **Demonstration units must be available for review. Samples of food goods will be required upon final evaluation.** Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

Loss, Damage, or Claim

The proposer shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the proposer shall totally indemnify Jefferson County against all claims of loss or damage to the proposer's and Jefferson County's property, equipment, and/or supplies.

Waiver of Subrogation

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

Conflict of Interest

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure.

Delivery of Proposals

All proposals are to be delivered by 11:00 am, central time, Tuesday, April 15, 2014 to:

Jefferson County Purchasing Department
Deborah L. Clark Purchasing Agent
1149 Pearl Street, First Floor
Beaumont, Texas 77701

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

County Holidays – 2014:

January 1	Wednesday	New Year's Day
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 18	Friday	Good Friday
May 26	Monday	Memorial Day
July 4	Friday	Independence Day
September 1	Monday	Labor Day
November 11	Tuesday	Veterans Day
November 27-28	Thursday-Friday	Thanksgiving
December 25-26	Thursday-Friday	Christmas

Jefferson County will not accept any proposals received after the stated time and date, and shall return such proposals unopened to the proposer.

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

Proposals are to be addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope.

Offerors shall forward an original and five exact duplicate copies of their proposal, for a total of (6) copies.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of proposers will be read aloud.

Questions

Any questions may be faxed to Jamey West, Contract Specialist at 409-835-8456 or e-mailed to: jwest@co.jefferson.tx.us

3. **Scope**

The Jefferson County Commissioners Court has approved a plan to now lease the remaining previously not leased properties that were acquired as a result of the “buy-out” of properties which qualified under the FEMA Mitigation Plan. The county will offer the properties to individuals or organizations who are interested in submitting a proposal for lease on a particular lot or lots and the proposals will be submitted to the Jefferson County Purchasing Department.

There is no minimum amount or reserve set, and the lease will be for a period of 5 years. **Payment for all 5 years will be due at Lease Signing.** Anyone who does lease a property will be required to mow it, maintain it and use it in a safe and lawful manner. The majority of the properties are in residential areas that have deed restrictions and the county does require that any lessee abide by any such deed restrictions.

There are several restrictions on use which are listed in the sample lease (Pages 27-29), and which are required by FEMA. **We strongly encourage each proposer to read these specifications in their entirety prior to submitting a proposal.** It should be understood that the property may not be leased to live on and no permanent structures may be constructed. We are hopeful that the persons who are interested will be using the properties as additional space for their adjacent homes, or recreational and civic activities of a peaceful manner that do not interfere with the existing neighbors and neighborhood. The leased properties are not to be harvested for timber or dirt and are not to be altered so as to interfere with drainage.

Each individual property will be listed on the attached Proposal Price Schedule with an ID #, the property address, a legal description, and coordinates for latitude and longitude.

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and “AS IS.” THE COUNTY WILL NOT MAINTAIN OR PROVIDE ANY REPAIRS FOR PRIVATE ROADS UPON WHICH ANY OF THE LEASED PROPERTIES ARE SITUATED.

4. Proposal Price Schedule

Proposal Item Number	Property ID Number	Address	Address	City, State	Zip code	Legal Description	Latitude	Longitude	Proposed Monthly Lease Amount in Dollars
1	123	227	Lene Ln	Beaumont, TX	77705	East half of Lot 7 Tract 4 Block 4 and Lot 8 Tract 7 Block 4 Orange Farms Abst 048855	29.55265	-94.0644	LEASED
2	122	241	Lene Ln	Beaumont, TX	77705	West half of Lot 7 Tract 4 Block 4 and Lot 8 Tract 7 Block 4 Orange Farms Abst 048855	29.55271	-94.0641	LEASED
3	144	390	Lene Ln	Beaumont, TX	77705	Lot 1 Block 2 Tract 12 .872 Acres, Lot 2 Block 2 Tract 13 .970 Acres and Lot 3 Blk 2 Tr 11 .485. Orange Farms 2.327 Ac	29.92155	-94.1087	LEASED
4	83	438	Hillebrandt Acres	Beaumont, TX	77705	Lot 15, Block 5, Hillebrandt Acres Abstract 029250	29.93404	-94.1082	\$
5	19	445	Bass Rd	Beaumont, TX	77705	Lot 27 Hillebrandt Heights Unrec .68 Abst 029300	29.92107	-94.0947	\$
6	150	453	Hillebrandt Acres	Beaumont, TX	77705	Hillebrandt Acres L16 B6 .480Ac Abstract 029250	29.93375	-94.108	LEASED

Proposal Item Number	Property ID Number	Address	Address	City, State	Zip code	Legal Description	Latitude	Longitude	Proposed Monthly Lease Amount in Dollars
7	16	469	Bass Rd	Beaumont, TX	77705	Hillebrandt 26 Heights Unrec .68 Abstract 029300	29.92058	-94.0944	\$
8	40	476	Bass Rd	Beaumont, TX	77705	Tr 3 Hillebrandt 28 Heights Unrec .414 Abstract 029300	29.92012	-94.0944	LEASED
9	128	477	Hillebrandt Acres	Beaumont, TX	77705	Hillebrandt Acres E15 Lot 14 Block 6 Lot 15 B6 .508 Acres Abstract 029250	29.93119	-94.1127	LEASED
10	49	492	Bass Rd	Beaumont, TX	77705	28 Tr 2 & Hillebrandt 29 Heights Unrec .414 Abstract 029300	29.92014	-94.0939	LEASED
11	82	492	Lene Ln	Beaumont, TX	77705	Lot 1 Block 2 Tract 5 and Lot 2 Block 2 Tract 8 Orange Farms 1.89 Abstract 048855	29.92142	-94.1106	\$
12	17	520	Bass Rd	Beaumont, TX	77705	Tr 1 Hillebrandt 29 Heights Unrec .414 Abstract 029300	29.92015	-94.0935	LEASED
13	118	611	Hillebrandt Acres	Beaumont, TX	77705	Hillebrandt Acres Lot 11 Block 6 Abst 26 M Grange Tract 74 .649, Abstract 029250	29.93409	-94.1109	\$

Proposal Item Number	Property ID Number	Address	Address	City, State	Zip code	Legal Description	Latitude	Longitude	Proposed Monthly Lease Amount in Dollars
14	89	993	Hillebrandt Acres	Beaumont, TX	77705	Hillebrandt Acres Lot 51, Block 1, Lot 52 Tract 2 Block 1 Abstract 029250	29.93225	-94.1151	LEASED
15	79	1068	Hillebrandt Acres	Beaumont, TX	77705	Hillebrandt Acres, Lot 3, Block 2, Abstract 029250	29.93232	-94.1161	LEASED
16	147	1291	Hillebrandt	Beaumont, TX	77705	Lot 38, Block 1, Hillebrandt Acres Abstract 26 Tract 119 M Grange Abstract 029250	29.93041	-94.118	LEASED
17	104	1420	Hillebrandt Acres	Beaumont, TX	77705	Hillebrandt Acres Lot 15 Block 2 Tract 20, .2661 Ac, Abstract 029250	29.93029	-94.118	\$
18	102	1551	Hillebrandt Acres	Beaumont, TX	77705	Lot 21 Block 1 Abstract 029250 Hillebrandt Acres	29.93076	-94.1189	LEASED
19	73	1989	Hillebrandt Acres	Beaumont, TX	77705	Hillebrandt Acres Lots 4, 5, and 6, Block 1, Abstract 029250	29.93358	-94.1172	LEASED
20	94	2040	Hillebrandt Acres	Beaumont, TX	77705	Part Tract 24509 L Hamshire 1.000 Section 198 B Abstract 300509 & Part Tract 24 509 L Hamshire 10.110 Sec 198 B abstract 300509	29.93394	-94.1151	LEASED

Proposal Item Number	Property ID Number	Address	Address	City, State	Zip code	Legal Description	Latitude	Longitude	Proposed Monthly Lease Amount in Dollars
21	74	2065	Hillebrandt Acres	Beaumont, TX	77705	Lots 1 & 2, Block 1, Hillebrandt Acres Abstract 029250	29.93394	-94.1157	LEASED
22	101	3452	Ballard Rd	Beaumont, TX	77705	Abstract 49 Wm Smith Tracts 33, 39, 78, 155 & 156 Abstract 102 Wm Carr Tracts 45 & 233 2.017 Acres	29.8794	-94.1601	LEASED
23	126	3481	Ballard Rd	Beaumont, TX	77705	Tracts 44, 58, 34 and 43 49 WM Smith 0.58 Loc off of Labelle Rd. Abstract 300049	29.87914	-94.1607	\$
24	148	3534	Ballard Rd	Beaumont, TX	77705	Tr 42 49 Wm Smith .22 Abstract 300049 Lot 42	29.87948	-94.1615	\$
25	80	3577	Doucet	Beaumont, TX	77705	Tracts 74 & 75, 49 Wm Smith .59 Abstract 300049 Lot 74, 75	29.87802	-94.1603	LEASED
26	140	3590	Doucet	Beaumont, TX	77705	Tract 6449 Wm Smith .25 Abstract 300049 Lot 64	29.93611	-94.0919	\$
27	76	7046	Bayou Trace	Beaumont, TX	77705	191 Wm Reeves Tr 59 14.530747 J W Denny Tr 41 .240 Abstract 300191	29.84687	-94.2221	LEASED

Proposal Item Number	Property ID Number	Address	Address	City, State	Zip code	Legal Description	Latitude	Longitude	Proposed Monthly Lease Amount in Dollars
28	97	7303	Backridge Rd	Beaumont, TX	77705	Tract 4 Tract 18-168 Jno McGaffey 4.760 Abstract 300168	29.72208	-93.9405	LEASED
29	87	7522	Hillebrandt	Beaumont, TX	77705	Oak Park Acres Lot 25-A Block 2-50 Acres M Grange Abstract 26 Tract 55 Abstract 047750	29.93531	-94.1081	LEASED
30	132	7806	Hwy 365	Beaumont, TX	77705	Tract 4 Block 15-Orange Farms Abstract 048855	29.54785	-94.0271	LEASED
31	129	7818	Fm 365	Beaumont, TX	77705	Tract 3-.803 Acres 15 Orange Farms Abstract 048855	29.54699	-94.0261	LEASED
32	131	8599	Hillebrandt Rd	Beaumont, TX	77705	Lot 3 Block 2 Tract 1-.906 and Lot 4 Block 2 Tract 5-.908 Orange Farms Abstract 048855	29.56286	-94.0462	LEASED
33	85	8629	Hillebrandt Rd	Beaumont, TX	77705	Lot 3 Block 2 Tract 8-.9142 and Tract 4-.09 Orange Farms, abstract 048855	29.92352	-94.1123	LEASED
34	95	10140	Baltimore	Beaumont, TX	77705	Hillebrandt Acres Lot 8 Block 4 Abstract 029250	29.93415	-94.1126	LEASED

Proposal Item Number	Property ID Number	Address	Address	City, State	Zip code	Legal Description	Latitude	Longitude	Proposed Monthly Lease Amount in Dollars
35	113	10155	Baltimore	Beaumont, TX	77705	Hillebrandt Acres North 1/2 Lot 1, Block 5 Abstract 029250	29.93415	-94.1121	LEASED
36	109	10191	Baltimore	Beaumont, TX	77705	Lot 2 Block 5 Abstract 029250 Hillebrandt Acres	29.93386	-94.1119	LEASED
37	78	10234	Baltimore	Beaumont, TX	77705	Hillebrandt Acres Lots 11-13, Block 4 Abstract 029250	29.93348	-94.1138	LEASED
38	72	10249	Barton Rd	Beaumont, TX	77705	Hillebrandt Acres Lot 4, Block 4 Abstract 029250	29.93352	-94.1149	\$
39	11	11025	Oak Ln	Beaumont, TX	77705	Und 1/2 Int 9 3 Country Road Est Sect 3 Abstract 014861 Und Int In .500000	29.92057	-94.0949	\$
40	18	11030	Country Lane Rd	Beaumont, TX	77705	Lots 10, 11, 12 & 13, Block 3, Country Road Estates Section 3	29.92057	-94.094	\$
41	3	11034	Kenner Rd	Beaumont, TX	77705	20 Hillebrandt 21 Heights Unrec 1.061 Abstract 029300	29.92097	-94.0923	LEASED
42	13	11037	Hickory Ln	Beaumont, TX	77705	9 2 Country Road Est Sect 2 Abstract 014853	29.92063	-94.0961	\$

Proposal Item Number	Property ID Number	Address	Address	City, State	Zip code	Legal Description	Latitude	Longitude	Proposed Monthly Lease Amount in Dollars
43	4	11049	Kenner Rd	Beaumont, TX	77705	Hillebrandt 8 Heights Unrec 2.809 Abstract 029300 And Lot 7 Hillebrandt Heights Unrec 2.791 Abst 029300	29.92079	-94.0912	LEASED
44	12	11087	Hickory Ln	Beaumont, TX	77705	6& 2 7 2 All & Tr 1 S1/2 Of 8 2 Country Road Est Sec 2* Abstract 014853	29.91987	-94.0961	\$
45	9	11090	Country Lane Rd	Beaumont, TX	77705	14 3 Country Road Est Sect 3 Abstract 014861	29.91994	-94.094	\$
46	10	11091	Country Lane Rd	Beaumont, TX	77705	21 4 Country Road Est Sect 3 Abstract 014861	29.91977	-94.0936	\$
47	48	11111	Oak Ln	Beaumont, TX	77705	6 7 3 Country Road Est Sect 3 Abstract 014861	29.91962	-94.0948	\$
48	33	11124	Oak Ln	Beaumont, TX	77705	16 2 Country Road Est Sect 2 Abstract 014853	29.91927	-94.0952	\$
49	62	11126	Hickory Ln	Beaumont, TX	77705	Lot 12, Block 4 Country Road Estates Section 1 Abstract 014852	29.91915	-94.0964	\$
50	57	11134	Kenner Rd	Beaumont, TX	77705	Hillebrandt 14 Heights Unrec 3 Abstract 029300	29.91965	-94.0924	\$
51	28	11158	Hickory Ln	Beaumont, TX	77705	Lt 20 Blk 1 Country Road Est Sec2 Abstract 014853	29.91888	-94.0964	\$

Proposal Item Number	Property ID Number	Address	Address	City, State	Zip code	Legal Description	Latitude	Longitude	Proposed Monthly Lease Amount in Dollars
52	27	11174	Hickory Ln	Beaumont, TX	77705	19 1 Country Road Est Sect 2	29.91852	-94.0963	\$
53	35	11180	Country Lane Rd	Beaumont, TX	77705	18 3 Country Road Est Sect 3 * Abstract 014861	29.91845	-94.0941	\$
54	34	11189	Oak Ln	Beaumont, TX	77705	3 3 Country Road Est Sect 3 Abstract 014861	29.91853	-94.0948	\$
55	44	11189	Country Lane Rd	Beaumont, TX	77705	17 4 Country Road Est Sect 3 Abstract 014861	29.9184	-94.0935	\$
56	29	11200	Oak Ln	Beaumont, TX	77705	2 2 All 18 2 Tr 2 & All Of 19 2 Country Road Est Sect 2 Abstract 014853	29.91824	-94.0951	\$
57	59	11210	Country Lane Rd	Beaumont, TX	77705	Lot 19, Block 3, Country Road Est Sect 3 Abstract 014861	29.91829	-94.0939	\$
58	31	11217	Kenner Rd	Beaumont, TX	77705	Hillebrandt 1 Heights Unrec 2.80 Abstract 029300	29.91825	-94.0917	LEASED
59	42	11223	Oak Ln	Beaumont, TX	77705	1 3 Country Road Est Sect 1 Abstract 014852	29.91788	-94.0948	\$
60	22	11224	Oak Ln	Beaumont, TX	77705	20 2 Country Road Est Sect 2 Abstract 014853	29.91789	-94.0953	\$
61	53	11232	Country Lane Rd	Beaumont, TX	77705	20 3 Country Road Est Sect 1 Abstract 014852	29.91761	-94.0941	\$

Proposal Item Number	Property ID Number	Address	Address	City, State	Zip code	Legal Description	Latitude	Longitude	Proposed Monthly Lease Amount in Dollars
62	26	11242	Hickory Ln	Beaumont, TX	77705	15 16 17 1 Country Road Est Sect 2 Abstract 014853	29.91735	-94.0962	\$
63	23	11248	Kenner Rd	Beaumont, TX	77705	Lot 18 Hillebrandt Heights Unrec. Sec 3 Abst 029300	29.91804	-94.0924	LEASED
64	25	11258	Sweetgum Ln	Beaumont, TX	77705	14 1 Country Road Est Sect 2 Abstract 014853	29.91743	-94.0959	\$
65	43	11265	Sweetgum Ln	Beaumont, TX	77705	1 2 Country Road Est Sect 2 Abstract 014853	29.91804	-94.0948	\$
66	24	11276	Sweetgum Ln	Beaumont, TX	77705	13 1 Country Road Est Sect 2 Abstract 014853	29.91741	-94.0956	\$
67	21	11300	Sweetgum Ln	Beaumont, TX	77705	10 & 11 1 Country Road Est Sect 1 12 1 Country Road Est Sect 2 Abstract 014852	29.91734	-94.0943	\$
68	37	11309	Country Lane Rd	Beaumont, TX	77705	7 5 Country Road Est Sect 1 Abstract 014852	29.91692	-94.094	\$
69	63	11309	Kenner Rd	Beaumont, TX	77705	Tracts 4 & 6, Lot 1, Block 14, Orange Farms 1.38 Abst 048855	29.91698	-94.0918	LEASED
70	8	11329	Country Lane Rd	Beaumont, TX	77705	Tr 2 1 14 Orange Farms Abstract 048855	29.91671	-94.0918	LEASED
71	55	11345	Country Lane Rd	Beaumont, TX	77705	6 5 Country Road Est Sect 1 Abstract 014852	29.91659	-94.0939	\$

Proposal Item Number	Property ID Number	Address	Address	City, State	Zip code	Legal Description	Latitude	Longitude	Proposed Monthly Lease Amount in Dollars
72	38	11346	Country Lane Rd	Beaumont, TX	77705	8 1 Country Road Est Sect 1 Abstract 014852	29.91651	-94.0944	\$
73	110	11369	Country Lane Rd	Beaumont, TX	77705	Lot 5, Block 5 Country Road Estates Section 1 Abstract 014852	29.91669	-94.0958	\$
74	14	11394	Country Lane Rd	Beaumont, TX	77705	Lts 5-1 Tr 2 Lts 6-1 & S 1/2 Lt 7-1 Tr 1 Country Road Est Sect 1 Abstract 014852	29.91628	-94.0961	LEASED
75	58	11422	Country Lane Rd	Beaumont, TX	77705	Lot 4, Block 1 Lot 5, Block 1 Tract 1 Country Road Estates Section 1 Abstract 014852	29.91573	-94.0962	LEASED
76	84	11456	Davidson Rd	Beaumont, TX	77705	Lot 3, Block 14, Tract 1 0.726 Acres Orange Farms Abst 048855	29.91518	-94.0882	\$
77	39	11465	Sweetgum Ln	Beaumont, TX	77705	14 4 Country Road Est Sect 1 Abstract 014852	29.91719	-94.0934	\$
78	2	11471	Country Lane Rd	Beaumont, TX	77705	1-4 Country Road Est Sect 1 Abstract 014852	29.91512	-94.0958	LEASED
79	52	11477	Davidson Rd	Beaumont, TX	77705	Tr 4 2 14 Orange Farms .666 Abstract 048855	29.9154	-94.0885	\$

Proposal Item Number	Property ID Number	Address	Address	City, State	Zip code	Legal Description	Latitude	Longitude	Proposed Monthly Lease Amount in Dollars
80	20	11501	Sweetgum Ln	Beaumont, TX	77705	13 4 Country Road Est Sect 1 Abstract 014852	29.91716	-94.0948	\$
81	50	11506	Sweetgum Ln	Beaumont, TX	77705	8 5 Country Road Est Sect 1 Abstract 014852	29.91672	-94.0949	\$
82	64	11519	Sweetgum Ln	Beaumont, TX	77705	Lot 12, Block 4 Country Road Estates Section 1 Abstract 014852	29.91692	-94.0945	\$
83	138	11524	Davidson Rd	Beaumont, TX	77705	Lot 3, Block 14, Tract 10 0.666 Acres Orange Farms Abst 048855	29.91606	-94.0881	\$
84	51	11541	Sweetgum Ln	Beaumont, TX	77705	11 4 Country Road Est Sect 1 Abstract 014852	29.91642	-94.0926	LEASED
85	146	11600	Sweetgum Ln	Beaumont, TX	77705	Lots 11 & 12, Block 5 Country Road Est Section 1 Abstract 014852	29.91537	-94.0931	LEASED
86	41	11604	Davidson Rd	Beaumont, TX	77705	7 14 Tr 1 & 8 14 Tr 1 & Tr 11 Orange Farms 1.536 Loc Off Of Kenner Rd	29.91781	-94.0896	LEASED
87	5	11611	Sweetgum Ln	Beaumont, TX	77705	7 4 Country Road Est Sect 1 Abstract 014852	29.91533	-94.0926	LEASED

Proposal Item Number	Property ID Number	Address	Address	City, State	Zip code	Legal Description	Latitude	Longitude	Proposed Monthly Lease Amount in Dollars
88	149	12125	Burr Lane	Nederland, TX	77701	44 Tr 3 (Part) And (Part) Of 45 C O Ellstrom 1.000 Abstract 019250	29.9333	-94.1132	\$
89	93	15106	Labelle	Beaumont, TX	77705	Lot 32, 102 Wm Carr .950 Abstract 300102	29.87782	-94.1594	LEASED
90	136	17363	Boondocks	Beaumont, TX Beaumont, TX	77705	Tract 34 4.808 Acres 747 J W Denny (Out To Boondocks Rd)	29.86798	-94.2227	\$
91	151	17859	Azalea Dr.		77705	Lots 27 and 28, Block 6, Green Thumb Estates Section 1	29.82694	-94.2239	\$
92	141	17886	Azalea Dr	Beaumont, TX	77705	Lot 59, Block 8 Green Thumb Estates 1 Abstract 024900	29.8263	-94.2245	\$
93	81	18084	Azalea Dr	Beaumont, TX	77705	Lots 45 & 46, Block 4 Green Thumb Estates Section 1 Abstract 024900	29.82363	-94.2246	\$
94	105	18233	Big Hill Rd	Winnie, TX	77655	Pt Tract 26509 L Hamshire .48 Acres Abstract 300509, Pt Tract 26509 L Hamshire 10.00 Acres Abstract 300509	29.82147	-94.235	

Proposal Item Number	Property ID Number	Address	Address	City, State	Zip code	Legal Description	Latitude	Longitude	Proposed Monthly Lease Amount in Dollars
95	106	18235	Hwy 73	Beaumont, TX	77705	Part Tract 24509 L Hamshire 1.000 Section 198 B Abstract 300509 & Part Tract 24 509 L Hamshire 10.110Sec 198 B Abstract 300509	29.82415	-94.2336	LEASED
96	142	19268	Big Hill Rd	Beaumont, TX	77705	Tract 8480 T&No 1 Abstract 300480 Lot 8	29.80707	-94.2351	LEASED
97	134	20615	Highway 73	Hamshire, TX	77622	Tract 49 53 B A Vacocu 2.000 Abstract 300053 Lot 49	29.82511	-94.2345	\$
98	75	21443	Englin Rd	Beaumont, TX	77705	Lot 31 Tract 1 and Lot 32 Tract 1 162 Benson Abstract 004300	29.78344	-94.328	LEASED
99	69	1179 A	Hillebrandt Acres	Beaumont, TX	77705	Lot 44 Block 1 Abstract 029250 Hillebrandt Acres	29.93091	-94.1168	LEASED
100	85b	8629 B	Hillebrandt Rd	Beaumont, TX	77705	3.68 Acres out of Tract 1, Orange Farms Abstract 048855,	29.92352	-94.1123	\$
101	120	1513	Hillebrandt Acres	Beaumont, TX	77705	L26 B1, Hillebrandt Acres	29 55 48.45 N	94 07 15.60 W	\$

5. Selection Process

Evaluation Criteria and Factors

Prior to the receipt of proposals, Jefferson County will establish an Evaluation Committee. The Jefferson County Purchasing Department and the Evaluation Committee will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. **Therefore, Proposers should exercise particular care in reviewing the proposal format requirements.**

<u>Criteria</u>	<u>Percentage</u>
Intended use of Property: The proposal shall describe the intended use.	25%
Proximity to Property: The proposal shall indicate the proximity of Lessee's home to the leased property.	35%
Lease Amount: The proposal shall state the amount of proposed lease payment.	40%

Procedure Selection required for this RFP

The evaluation committee shall then independently score all remaining proposals based upon the evaluation criteria detailed herein. Upon completion of the scoring, the committee may recommend short-listing the proposals that are rated the highest.

Jefferson County reserves the right to request clarifications or corrections to proposals, or to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

The Jefferson County Purchasing Agent reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of Jefferson County. Any such waiver shall not modify any remaining RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.

6. RFP Estimated-Schedule

Request for proposal issued	March 3, 2014
Proposal due date	April 15, 2014
Evaluation of proposals	April 22-25, 2014
Award Contract (Lease)	May 6, 2014
Lease Signing and Payment	May 20, 2014

7. Rejection of Proposals

The Jefferson County Purchasing Agent reserves the right to accept or reject in whole or in part any or all proposal submitted. The Jefferson County Purchasing Agent shall reject the proposal of any Proposer that is determined to be non-responsive.

The unreasonable failure of a Proposer to supply information in connection with responsibility may be grounds for a determination of non-responsibility.

8. Acceptance of Proposals

The Jefferson County Purchasing Agent will accept all proposals that are submitted properly. However, the Jefferson County Purchasing Agent reserves the right to request clarifications or corrections to proposals.

9. Request for Clarification of Proposals

Requests by the Jefferson County Purchasing Agent for clarification of proposals shall be in writing. Said requests shall not alter the Proposer's pricing information contained in its cost proposal.

10. Validity of Proposals

All proposals shall be valid for a period of ninety (90) days from the active closing date of the RFP.

11. **Proposal Submittal**

Information to be Included in Proposal

The Proposal is due no later than 11:00 AM, April 15, 2014 and shall include the following:

Cover sheet identifying the contract/project being proposed; the name and address of the Offeror; the date of the proposal; telephone number, cell phone number (if applicable), email address (if applicable) and facsimile number (if applicable) of Offeror.

Copy of "Proposed Price Schedule" Form, with Proposed Lease Amount(s) clearly indicated in printed handwriting or typed font. (Pages 10-22)

Completed & Signed "Affidavit" Form (Page 26)

Completed & Signed "Exhibit A: Release of Liability" Form (Page 30)

Completed Proposal Submittal Checklist (Page 3)

Please be aware of the business hours and County Holidays when submitting a proposal. One (1) original and five (5) exact duplicate copies of the proposal should be mailed or delivered to:

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

<p>FAILURE BY A PROPOSER TO INCLUDE ALL LISTED ITEMS MAY RESULT IN THE REJECTION OF THE PROPOSAL.</p>
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12. Affidavit

State of: TEXAS

County of: JEFFERSON

Contingent Fees Statement: In accordance with Jefferson County's policy, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Jefferson County contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Proposer) and that the Proposer has not retained anyone in violation of the foregoing.

Non-Discrimination Affidavit: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Proposer) and that by its employment policy, standards, and practices the Proposer does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that the Proposer is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

It is the policy of Jefferson County not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

And Further Affiant sayeth not:

By: _____

Title: _____

Address: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____, 2014.

Notary Public

My commission expires:

PROPOSER MUST COMPLETE & RETURN THIS FORM WITH OFFER.

LEASE AGREEMENT

THE STATE OF TEXAS §
 §
 COUNTY OF JEFFERSON §

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and _____, hereinafter referred to as "Lessee."

RIGHTS GRANTED

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the property at _____, Texas, being described as Lot ____, Block ____, _____ Section ____, a subdivision in the _____ Survey, Abstract No. ____, Jefferson County, Texas, hereinafter called the "Property." Lessee shall have the right to use the Property **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County;

THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.

Lessee's use of the Property for the purposes herein stated is non-exclusive.

CONSIDERATION FOR USE

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass on the with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

COUNTY'S RIGHTS PARAMOUNT

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

COMPLIANCE AND STANDARDS

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

TERM

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

RESPONSIBILITY FOR EXPENSES AND PROPERTY TAXES

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property. Lessee shall be responsible for paying any property taxes levied upon the premises and failure to pay same will be considered a breach of this agreement.

DISCLAIMER OF WARRANTY

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.

NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows:_____.

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4th Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701**

SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

MODIFICATIONS AND INTERPRETATION

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on _____.

JEFF R. BRANICK, COUNTY JUDGE

LESSEE

Attest:

Carolyn Guidry, County Clerk

EXHIBIT "A"**RELEASE OF LIABILITY**

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT _____.

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH IS LOCATED AT _____, UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND _____.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

Signature

Date

Printed Name

Address

City

State

Zip

(_____)_____

Telephone Number

PROPOSER MUST COMPLETE & RETURN THIS FORM WITH OFFER.



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE Advertisement for Invitation for Bids

March 3, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Division for IFB 14-006/JW, Term Contract for Marine Motor Fuel for Jefferson County. **Specifications for this project may be obtained from the website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson does accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	Term Contract for Marine Motor Fuel for Jefferson County
BID NO:	IFB 14-006/JW
DUE DATE/TIME:	11:00 AM, March 25, 2014
MAIL OR DELIVER TO:	Jefferson County Purchasing Department
	1149 Pearl Street, 1st Floor
	Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, Contract Specialist, at 409-835-8593.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – March 5th and March 12th, 2014

IFB 14-006/JW
Term Contract for Marine Motor Fuel for Jefferson County
Bids due: 11:00 AM, March 25, 2014

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BIDDER IS RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES (MARKED WITH AN "X" ABOVE) WITH THE BID. ADDITIONALLY, BIDDER MUST MONITOR THE PURCHASING WEB SITE ([HTTP://WWW.CO.JEFFERSON.TX.US/PURCHASING/MAIN.HTM](http://www.co.jefferson.tx.us/purchasing/main.htm)) TO SEE IF ADDENDA OR ADDITIONAL INSTRUCTIONS HAVE BEEN POSTED. FAILURE TO RETURN ALL REQUIRED FORMS COULD RESULT IN A BID BEING DECLARED AS NON-RESPONSIVE.

Instructions to Bidders

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Division
1149 Pearl Street, First Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

All bids shall be tightly sealed in an opaque envelope and **plainly marked with the Invitation for Bid number, due date, and the bidder's name and address.**

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

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

2. Courthouse Security

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

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

4. Signatures

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

5. County Holidays – 2014:

January 1	Wednesday	New Year's Day
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 18	Friday	Good Friday
May 26	Monday	Memorial Day
July 4	Friday	Independence Day
September 1	Monday	Labor Day
November 11	Tuesday	Veterans Day
November 27-28	Thursday-Friday	Thanksgiving
December 25-26	Thursday-Friday	Christmas

6. **Rejection or Withdrawal**

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

7. **Award**

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

8. **Contract**

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

9. **Waiver of Subrogation**

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

10. **Fiscal Funding**

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

11. **Bid Results**

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (<http://co.jefferson.tx.us/purchasing/main.htm>) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Division.

12. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

15. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

16. Currency

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

17. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

18. Notice to Proceed/Purchase Order

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

19. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

20. Definitions

“County” – Jefferson County, Texas.

“Contractor” – The bidder whose proposal is accepted by Jefferson County.

21. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Terms and Conditions Of Bidding and Terms Of Contract

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

1. Bidding

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

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

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

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net,

exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified

to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

4.3 Change Order. No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.4 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.6 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.7 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

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

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

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall insure that all parts of the bid are **completed and returned**. The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid. Vendor shall use an opaque envelope, clearly indicating on the outside the **Bid Number, Bid Description, and marked "SEALED BID"**. Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court. **Bidders shall submit one (1) original and two (2) copies of the bid.**

2. Multiple Vendor Award

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

3. Delivery

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

4. Payment

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

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

5. Usage Reports

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

6. Insurance

The contractor (including any and all subcontractors as defined in Section 7.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements

Public Liability	\$1,000,000.00
Excess Liability	\$1,000,000.00
Property Insurance	Improvements & Betterments
Workers' Compensation	Statutory Coverage (see attached)

7. Workers' Compensation Insurance

7.1 Definitions:

- 7.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 7.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 7.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 7.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.
- 7.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 7.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 7.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 7.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 7.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

- 7.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 7.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 7.1. – 7.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 7.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 7.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Contract Specialist (e-mail: jwest@co.jefferson.tx.us phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 14-006/JW.

Scope

Vendor shall provide Marine Motor Fuel for Jefferson County for daily business, and in times of Emergency or Natural Disaster subject to the terms and conditions stated herein for a period of one year beginning on or about Date of Award.

Bidder shall include brand names or trade names of products offered on the Bid Form.

Taxes/Fees

Invoice the taxes and fees as separate items. **Do not include tax/fee in your bid.** Successful bidder shall negotiate a 6416 agreement whereby the bidder will not charge the County for federal excise tax and the County will allow the bidder to collect a refund from the Internal Revenue Service. **Therefore, do not bid federal excise tax.**

Approximate Annual Usage

Orders will be placed on an **as-needed basis**, delivered to the Jefferson County locations as described within these specifications, for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **Minimum Orders Are Not Acceptable.**

Contract

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

General Specification

It is the intent of the following minimum specifications to describe Marine Motor Fuel for Jefferson County and to establish an annual fixed price contract for the purchase of these items on an "as-needed basis."

The items bid shall be Ethanol-Free Fuels. These fuels will be utilized by Jefferson County to fuel marine (boat) motors.

1. It is understood and agreed that independent laboratory tests and analysis may be required under the following conditions:
 - a. Independent laboratory test may be made from samples taken at destination. The County shall select the testing laboratory.
 - b. If the results of such test and analysis reveal the samples submitted meet the technical specifications below, Jefferson County will bear the cost of such test and analysis.

- c. If the results of such test and analysis reveal the samples submitted do not meet the technical specifications below, the cost of such tests and analysis shall be for the successful bidder's account, and the successful bidder shall make satisfactory adjustment for all product delivered which does not comply with the County's technical specifications.
 - d. The results of the foregoing tests and analysis shall be furnished to the successful bidder and to Jefferson County.
2. The Contractor shall make adjustment and allowance in gallonage of gasoline to compensate for change in temperature of gasoline, i.e., Contractor must show temperature of gasoline at loading point at the time the gasoline was unloaded onto the transport and must show the correction and adjustment made in gallonage delivered to the County using 60 degrees F as normal temperature reading. **Such corrections and adjustment will be shown on 5,000 gallons or more on invoice billing to the County.**
 3. The successful bidder shall exercise extreme care at all time during delivery to ensure all safety precautions are met.
 4. Due to the fluctuation of fuel prices, Jefferson County is requesting that bidders structure their bid to include the laid in cost plus profit margin. In this manner, prices for this term contract may be tied to a "cost / plus basis" accountable to the published costs. All price re-determinations shall be supported by a copy of the effective publication reflecting the cost increase.

If during the life of the contract, the successful bidder's net prices to other customers for fuel awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Jefferson County.
 5. **Deliveries will not be made unless a purchase order has been issued by the Jefferson County Purchasing Department.**
 6. Price bid shall be for transport and tank wagon loads delivered to the following Jefferson County sites. Jefferson County reserves the right to add or delete delivery locations.

Tank Wagon Delivery Location Site 1:

Jefferson County Sheriff's Marine Operations Center
5950 South 1st Avenue
Sabine Pass, TX 77655
Above-Ground Tank. Size: 8,000 gallon tank.

Tank Wagon Delivery Location Site 2:

Port of Beaumont
1225 Main Street
Beaumont, TX 77701
Above-Ground Tank. Size: 1,000 gallon tank.

8. **Successful bidder shall make deliveries within 24 hours of order.** Transport delivery vehicles shall be equipped with meters capable of printing registrations on the invoice before and after delivery. The amount delivered shall be so recorded on each delivery ticket.

9. **Estimated consumption of tank wagon delivery product is as follows:**

Ethanol-Free Gasoline: 40,000 gallons per year

This figure is an estimate only. No promise is made or implied that this quantity will be purchased.

Technical Specification

Gasoline: Gasoline shall be Ethanol-Free fuels satisfactory for use Yamaha marine gasoline-powered internal combustion engines.

Grades of gasoline shall conform to the following formulas:

- Ethanol-Free Gasoline, 91 or Higher Octane Fuel
- Ethanol-Free Gasoline, 89 Octane Fuel
- Ethanol-Free Gasoline, 87 Octane Fuel

These fuels will be utilized by Jefferson County to fuel marine (boat) motors. Although not to be considered an all-inclusive list, below is a list of the type of marine (boat) motors currently being utilized by Jefferson County and for which the fuels as specified in this bid will be utilized:

- (2) Yamaha F300UCA (right hand rotation 30")
- (2) Yamaha LF300UCA (left hand rotation 30")
- (2) Yamaha Saltwater Series II (15x21) Right Hand Props
- (2) Yamaha Saltwater Series II (15x21) Left Hand Props

All Yamaha motors have a minimum fuel octane recommendation. The use of fuel with an octane lower than recommended can affect performance and could possibly cause internal motor damage.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

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

Printed Name				

Title				

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Marine Motor Fuel for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. 14-006/JW, Term Contract for Marine Motor Fuel for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

IFB 14-006/JW

Term Contract for Marine Motor Fuel for Jefferson County

Bid Form

Item	Description	Brand	+/- Factor
1	Ethanol-Free, 91 or Higher Octane Fuel To Be Delivered via Tank Wagon.	_____ Number of Octane Bid for Item 1: _____ (Bid Options for this line item are 91 or Higher Octane)	Bid Price is Based on Daily Rack Price Plus or Minus _____cents per gallon.
2	Ethanol-Free, 89 Octane Fuel To Be Delivered via Tank Wagon.	_____	Bid Price is Based on Daily Rack Price Plus or Minus _____cents per gallon
3	Ethanol-Free, 87 Octane Fuel To Be Delivered via Tank Wagon	_____	Bid Price is Based on Daily Rack Price Plus or Minus _____cents per gallon

Orders will be placed on an **as-needed basis**, delivered to locations within Jefferson County as described within these specifications, for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **Minimum Orders Are Not Acceptable.**

Successful bidder shall make deliveries within 24 hours of order.

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Bidder (Entity Name)	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Street & Mailing Address	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Print Name
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> City, State & Zip	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Date Signed
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Telephone Number	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Fax Number
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes

☐ No

- B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

☐ Yes

☐ No

- C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☐ No

- D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

Signature of person doing business with the governmental entity

Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). ☐ Yes ☐ No

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

Did the Prime Contractor/Consultant . . .

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

**If “No” was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.**

Printed Name of Authorized Representative

Signature

Title

Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). ☐ Yes ☐ No

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

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____

Street	City	State	Zip
--------	------	-------	-----

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

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

Description of Subcontract Work to be Performed:

Printed Name of Contractor Representative	Signature of Representative	Date
---	-----------------------------	------

Printed Name of HUB	Signature of Representative	Date
---------------------	-----------------------------	------

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). ☐ Yes ☐ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

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

Construction HUB Goals: 12.8% MBE: _____ % 12.6% WBE: _____ %

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

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

PART III: DISCLOSURE OF OTHER “NON-HUB” SUBCONTRACTS

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

Subcontractor Name:

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

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

Description of Subcontract Work to be Performed:

Subcontractor Name:

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

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

Description of Subcontract Work to be Performed:

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____

Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

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

Description of Subcontract Work to be Performed:

Subcontractor Name: _____

Address: _____

Street	City	State	Zip
--------	------	-------	-----

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address:

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address:

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

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

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

"I, _____ am a duly authorized officer of/agent
(name)
for _____ and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said _____.
(name of firm)

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

Name and address of bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

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

this the _____ day of _____, 2014.

Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ORIGINAL

ADDENDUM TO IFB

IFB Number: IFB 14-001/JW

IFB Title: Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport

IFB Due: 11:00 am CST, Tuesday, February 25, 2014

Addendum No.: 1

Issued (Date): February 19, 2014

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda**. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal**. If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Clarifications and Revisions to Brand Names and Part Numbers on Bid Form.

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness

Witness

Approved by _____ Date: _____

Stephen Shaw

Authorized Signature (Bidder)

Sales Manager

Title of Person Signing Above

Airport Lighting Company

Typed Name of Business or Individual

108 Fairgrounds Dr. Manlius, NY 13104

Address

Bid Form

Bidders: Please read carefully the Bid Instructions for Bid Form Sections I, II, & III as instructions differ per ~~each section~~ sections.

Section I.

Bid Instructions for Items 1-4:

(Items 1-3) are to be bid as ~~GE Crouse Hinds~~ GE brand light bulbs ONLY.

(Item 4) is to be bid as GE Crouse Hinds brand light bulb ONLY.

No substitutions for Items 1-4 will be accepted based on information provided in the Scope of Services section of these specifications.

Item	Description	Approximate Annual Usage Quantity	Brand	Unit Bid Price (Per Bulb)
1	Bulb: EXL 30 Watt, 6.6 Amp Quarts, GE Crouse Hinds (Part #: 11478)	300	GE Crouse Hinds	\$ 10.75
2	Bulb: 120 Watt, 6.6 Amp Quarts, GE Crouse Hinds (Part #: 10099) EVV 120 Watt	100	GE Crouse Hinds	\$ 17.00
3	Bulb: EZL 200 Watt, 6.6 Amps Quarts, GE Crouse Hinds (Part #: 15243)	50	GE Crouse Hinds	\$ 19.00
4	Bulb: 62 Watt, 6.6 Amp MR 16, (GE Crouse Hinds brand, Part #: 20590)	300	GE Crouse Hinds	\$ 53.50

Section II.

Bid Instructions for Items 5-12:

The below items (Items 5 -12) may be bid as ~~GE Crouse Hinds~~ per the brand name specified or equivalent.

Item	Description	Approximate Annual Usage Quantity	Brand	Unit Bid Price (Per Bulb)
5	Bulb: 48 Watt, 6.6 Amp Quarts, (GE Crouse Hinds brand, Part #: 64337A)	50	GE Crouse Hinds or equivalent: _____	\$ 23.17
6	Transformer 30/45 Watt, 6.6 Amp, (GE Crouse Hinds brand, Part Number: 33004) ADB (Part #: 1ST045660010)	50	GE Crouse Hinds ADB or equivalent: _____	\$ 74.16

Section II. (Continued)

Item	Description	Approximate Annual Usage Quantity	Brand	Unit Bid Price (Per Bulb)
7	Transformer 100 Watt, 6.6 Amp, (GE Crouse-Hinds brand, Part Number: 33005) ADB (Part #: 1ST100666010)	50	GE Crouse-Hinds ADB or equivalent:	\$ 116.66
8	300 Watt Transformer ADB (Part #: 1ST300666010)	25	GE Crouse-Hinds ADB or equivalent:	\$ 145.83
9	Termination Kits Integro (Part #: 11174-01)	150	GE Crouse-Hinds Integro or equivalent:	\$ 12.00
10	Light Assembly, GE Crouse-Hinds ADB (Part #: ETES/1110)	20	GE Crouse-Hinds ADB or equivalent:	\$ 150.00
11	Light Assembly Cord Set, (GE Crouse-Hinds brand) ADB (Part #: 44A1701/15 L823)	50	GE Crouse-Hinds ADB or equivalent:	\$ 16.38
12	Head Assembly 14 inch, GE Crouse-Hinds brand ADB (Part #: 44B484/1X L861)	20	GE Crouse-Hinds ADB or equivalent:	\$ 35.50

Section III.**Bid Instructions for Items 13 – 16:**

The below items are to be bid per the brand name specified or equivalent.

Item	Description	Approximate Annual Usage Quantity	Brand	Unit Bid Price (Per Bulb)
13	Field Lighting Arrestors ADB (Part #: 44A6102)	6	ADB brand or equivalent:	\$ 500.00
14	LED In-Pavement Lights (white) ADB (Part #: ADB/IREL/3220110)	6	ADB brand or equivalent:	\$ 1,218.75
15	130 Electrical Splicing Tape – 1 inch	100	ADB brand or equivalent:	\$ 32.21

Section III. (Continued)

Item	Description	Approximate Annual Usage Quantity	Brand	Unit Bid Price (Per Bulb)
16	Airfield Wire: Spool (3000 ft.) Rome XLP power cable. (8 AWG C U 5 KV non-shielded FAA L 824 Type C)	2	Rome brand or equivalent: _____	\$ 1,550.00

Minimum Orders are not acceptable. Bids must be for per unit pricing.
Bids received with minimum order amounts will be considered non-responsive.

Acknowledgment of Addenda (if any):

Addendum 1 X Date Received 2-19-14
 Addendum 2 _____ Date Received _____
 Addendum 3 _____ Date Received _____

Bidder Must Complete & Return This Form With Offer.



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE Advertisement for Invitation for Bids

January 21, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Division for IFB 14-001/JW, Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport. **Specifications for this project may be obtained from the website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport
BID NO:	IFB 14-001/JW
DUE DATE/TIME:	11:00 AM, February 25, 2014
MAIL OR DELIVER TO:	Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, Contract Specialist, at 409-835-8593.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – January 22nd and 29th, 2014

IFB 14-001/JW
Term Contract for Lighting Supplies for Runway and Taxiway
at Jack Brooks Regional Airport
Bids due: 11:00 AM, February 25, 2014

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BIDDER IS RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES (MARKED WITH AN "X" ABOVE) WITH THE BID. ADDITIONALLY, BIDDER MUST MONITOR THE PURCHASING WEB SITE ([HTTP://WWW.CO.JEFFERSON.TX.US/PURCHASING/MAIN.HTM](http://www.co.jefferson.tx.us/purchasing/main.htm)) TO SEE IF ADDENDA OR ADDITIONAL INSTRUCTIONS HAVE BEEN POSTED. FAILURE TO RETURN ALL REQUIRED FORMS COULD RESULT IN A BID BEING DECLARED AS NON-RESPONSIVE.

Instructions to Bidders

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Division
1149 Pearl Street, First Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

All bids shall be tightly sealed in an opaque envelope and **plainly marked with the Invitation for Bid number, due date, and the bidder's name and address.**

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

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

2. Courthouse Security

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

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

4. Signatures

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

5. County Holidays – 2014:

January 1	Wednesday	New Year's Day
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 18	Friday	Good Friday
May 26	Monday	Memorial Day
July 4	Friday	Independence Day
September 1	Monday	Labor Day
November 11	Tuesday	Veterans Day
November 27-28	Thursday-Friday	Thanksgiving
December 25-26	Thursday-Friday	Christmas

6. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids.

Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

7. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

8. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

9. Waiver of Subrogation

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

10. Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

11. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (<http://co.jefferson.tx.us/purchasing/main.htm>) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Division.

12. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

15. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

16. Currency

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

17. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

18. Notice to Proceed/Purchase Order

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

19. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

20. Definitions

"County" – Jefferson County, Texas.

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

21. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Terms and Conditions Of Bidding and Terms Of Contract

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

1. Bidding

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

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

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

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that

will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

4.3 Change Order. No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.4 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed

as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.6 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.7 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

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

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

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall insure that all parts of the bid are **completed and returned**. The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid. Vendor shall use an opaque envelope, clearly indicating on the outside the **Job Number, Job Description, and marked "SEALED BID"**. Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court. **Bidders shall submit one (1) original and two (2) copies of the bid.**

2. Multiple Vendor Award

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

3. Delivery

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

4. Payment

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

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

5. Usage Reports

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

6. Insurance

The contractor (including any and all subcontractors as defined in Section 7.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements

Public Liability	\$1,000,000.00
Excess Liability	\$1,000,000.00
Property Insurance	Improvements & Betterments
Workers' Compensation	Statutory Coverage (see attached)

7. Workers' Compensation Insurance

7.1 Definitions:

- 7.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 7.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 7.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person has contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 7.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.
- 7.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 7.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 7.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 7.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 7.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 7.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 7.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of

Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

- 7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
- 7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
- 7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.1. – 1.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 7.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 7.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Contract Specialist (e-mail: jwest@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number (IFB 14-001/JW), Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport.

Scope

Vendor shall supply light bulbs and lighting supplies for runway, taxiway, and signage at the Jack Brooks Regional Airport (Jefferson County) subject to the terms and conditions stated herein for a period of one (1) year beginning on the date of award. All light bulbs, lighting equipment, and lighting supplies must meet all current Federal Aviation Administration (FAA) Advisory Circulars for airfield lighting or any other (FAA) Advisory Circular that may pertain to the products as listed on the Bid Form. This includes but is not limited to (FAA) Advisory Circulars: AC 150/5345-47C, AC 150-5345-46D)

Pursuant to (FAA) Advisory Circulars, no substitutions will be considered for Items 1-4 on the Bid Form for this Invitation for Bid.

A price re-determination may be considered by Jefferson County only at the twelve (12) month and twenty-four (24) month anniversary dates of the contract. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

Approximate Annual Usage

Items listed on the Bid Form indicate our approximate annual usage. No promise is made or implied that these quantities will be purchased. Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **MINIMUM ORDERS ARE NOT ACCEPTABLE.**

Samples

When requested, samples shall be furnished free of expense to Jefferson County for approval by user department.

Brand Name or Equal

List goods or services by brand name, model, and other identifying specifics, **except** for products that are equal to the characteristics of the named brand. Usually the composition of a brand name good and services are provided through labeling, but broader tolerances and less consistency from item to item may be expected as compared with standard goods. Other manufacturers may provide a nearly identical good under their own brand name. **This method will be employed by Jefferson County Purchasing if – and only if – there is sound justification. The burden of justification will rest with the user department.**

Approximate Annual Usage

Items listed on the Bid Form (pages 17-18) indicate our approximate per order quantities. No promise is made or implied that these quantities will be purchased.

Orders will be placed on an as-needed basis and delivered to Jack Brooks Regional Airport, for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **Minimum Orders Are Not Acceptable.**

Delivery

Price quoted shall be F.O.B. delivered (within 7 working days) to The Jack Brooks Regional Airport in Jefferson County with freight prepaid. Bidder bears freight charges. Vendor shall make deliveries between the hours of 8:00 am – 12:00 noon and 1:00 pm – 3:00 pm, Monday through Friday.

Contract

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

Contract Agreement

Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. **Contract shall commence on date of award and continue with an option for up to a four (4) year period.**

General Specifications

The items listed below indicate our approximate annual usage. No promise is made or implied that these quantities will be purchased.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

We acknowledge receipt of the following amendment(s): 1, _____, _____, _____.

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

Airport Lighting Company
Company Name

For clarification of this offer, contact:

108 Fairgrounds Dr
Address

Steve Shaw
Name

Mantius NY 13104
City State Zip

315-682-6466 315-682-6469
Phone Fax

Stephen Shaw II
Signature of Person Authorized to Sign

steves@airportlightingcompany.com
E-mail

Stephen Shaw II
Printed Name

Sales Manager
Title

Bidder Must Complete & Return This Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No.14-001/JW, Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bidder Must Complete & Return This Form With Offer.

Bid Form

Bidders: Please read carefully the Bid Instructions for Bid Form Sections I, II, & III as instructions differ per each section.

Section I.

Bid Instructions for Items 1-4:

(Items 1-4) are to be bid as GE Crouse Hinds brand light bulbs ONLY.

No substitutions for Items 1-4 will be accepted based on information provided in the Scope of Services section of these specifications.

Item	Description	Approximate Annual Usage Quantity	Brand	Unit Bid Price (Per Bulb)
1	Bulb: EXL 30 Watt, 6.6 Amp Quarts, GE Crouse Hinds	300	GE Crouse Hinds	\$ 10.75
2	Bulb: 120 Watt, 6.6 Amp Quarts, GE Crouse Hinds (Part #:10099)	100	GE Crouse Hinds	\$ 17.00
3	Bulb: EZL 200 Watt, 6.6 Amps Quarts, GE Crouse Hinds	50	GE Crouse Hinds	\$ 19.00
4	Bulb: 62 Watt, 6.6 Amp MR 16, (GE Crouse Hinds brand, Part Number: 20590)	300	GE Crouse Hinds	\$ 53.50

Section II.

Bid Instructions for Items 5-12:

The below items (Items 5 -12) may be bid as GE Crouse Hinds brand or equivalent.

Item	Description	Approximate Annual Usage Quantity	Brand	Unit Bid Price (Per Bulb)
5	Bulb: 48 Watt, 6.6 Amp Quarts, (GE Crouse Hinds brand, Part Number: 64337A)	50	GE Crouse Hinds or equivalent: _____	\$ 23.17
6	Transformer 30/45 Watt, 6.6 Amp, (GE Crouse Hinds brand, Part Number: 33004)	50	GE Crouse Hinds or equivalent: _____	\$ 74.16
7	Transformer 100 Watt, 6.6 Amp, (GE Crouse Hinds brand, Part Number: 33005)	50	GE Crouse Hinds or equivalent: _____	\$ 116.66
8	300 Watt Transformer	25	GE Crouse Hinds or equivalent: _____	\$ 145.83

9	Termination Kits	150	GE Crouse Hinds or equivalent:	\$ 12.00
10	Light Assembly (GE Crouse Hinds Part Number: ETES/1110)	20	GE Crouse Hinds or equivalent:	\$ 150.00
11	Light Assembly Cord Set, (GE Crouse Hinds brand, Part Number: 44A1701/15 L823)	50	GE Crouse Hinds or equivalent:	\$ 16.38
12	Head Assembly 14 inch, (GE Crouse Hinds brand, Part Number: 44B484/1X L861)	20	GE Crouse Hinds or equivalent:	\$ 35.50

Section III.

Bid Instructions for Items 13 - 16:

The below items are to be bid per the brand name specified or equivalent.

Item	Description	Approximate Annual Usage Quantity	Brand	Unit Bid Price (Per Bulb)
13	Field Lighting Arrestors	6	ADB brand or equivalent:	\$ 500.00
14	LED In-Pavement Lights (white)	6	ADB brand or equivalent:	\$ 1,218.75
15	130 Electrical Splicing Tape – 1 inch	100	3M brand or equivalent:	\$ 32.21
16	Airfield Wire: Spool (3000 ft.) Rome XLP power cable. (8 AWG C U 5 KV non-shielded FAA L 824 Type C)	2	Rome brand or equivalent:	\$ 1,550.00

Minimum Orders are not acceptable. Bids must be for per unit pricing.

Bids received with minimum order amounts will be considered non-responsive.

Acknowledgment of Addenda (if any):

Addendum 1 X Date Received 2-19-14
 Addendum 2 _____ Date Received _____
 Addendum 3 _____ Date Received _____

Bidder Must Complete & Return This Form With Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: State of Vermont
 Address: 10 Baldwin St Montpelier, VT 05633-7501
 Contact Person and Title: Paul Trombley Maintenance Supervisor
 Phone: 802-282-7373 Fax: 802-786-0309
 Contract Period: 2011-Present Scope of Work: Lighting Supplies

REFERENCE TWO

Government/Company Name: City of Phoenix
 Address: 251 W. Washington St 8th Floor Phoenix, AZ 85003
 Contact Person and Title: Janet Lee Senior Buyer
 Phone: 602-262-4756 Fax: 602-534-1933
 Contract Period: 2011-Present Scope of Work: Runway Closure Markers

REFERENCE THREE

Government/Company Name: City of Columbia
 Address: 701 E. Broadway 5th Floor Columbia, MO 65201
 Contact Person and Title: Barb Rorman Procurement Officer
 Phone: 573-874-7374 Fax: 573-874-7762
 Contract Period: 2004-2009 & 2009-2013 Scope of Work: Lighting Supplies

Bidder Must Complete & Return This Form With Offer.

Signature Page

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

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

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

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

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

Airport Lighting Company
Bidder (Entity Name)

Stephen Shaw II
Signature

108 Fairgrounds Dr
Street & Mailing Address

Stephen Shaw II
Print Name

Manlius, NY 13104
City, State & Zip

2-24-14
Date Signed

315-682-6466
Telephone Number

315-682-6469
Fax Number

stevese@airportlightingcompany.com
E-mail Address

Bidder Must Complete & Return This Form With Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p> <p style="font-size: 1.2em; margin-left: 20px;">N/A</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 20px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p> <p style="font-size: 1.2em; margin-left: 20px;">N/A</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <p style="font-size: 1.2em; margin-left: 20px;">N/A</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <p style="font-size: 1.2em; margin-left: 20px;">N/A</p>	

Bidder Must Complete & Return This Form With Offer.

CONFLICT OF INTEREST QUESTIONNAIREFORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.) *N/A*

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes☐ No*N/A*

- B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

☐ Yes☐ No*N/A*

- C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes☐ No*N/A*

- D. Describe each affiliation or business relationship:

N/A

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

N/A

7.

*N/A*_____
Signature of person doing business with the governmental entity_____
Date**Bidder Must Complete & Return This Form With Offer.**

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). ☐ Yes ☒ No

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

Did the Prime Contractor/Consultant . . .

- | | | |
|------------------------------|-----------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
<div style="text-align: center; margin-left: 40px;"><i>N/A</i></div> |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
<div style="text-align: center; margin-left: 40px;"><i>N/A</i></div> |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
<div style="text-align: center; margin-left: 40px;"><i>N/A</i></div> |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
<div style="text-align: center; margin-left: 40px;"><i>N/A</i></div> |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
<div style="text-align: center; margin-left: 40px;"><i>N/A</i></div> |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why.
<div style="text-align: center; margin-left: 40px;"><i>N/A</i></div> |

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

Stephen Shaw II
Printed Name of Authorized Representative

Stephen Shaw II
Signature

Sales Manager
Title

2-24-14
Date

Bidder Must Complete & Return This Form With Offer.

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

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). ☐ Yes ☒ No

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

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____

Street	City	State	Zip

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

Project Title & No.:

Prime Contract Amount: \$

HUB Subcontractor Name:

HUB Status (Gender & Ethnicity):

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

Address: _____

Street	City	State	Zip
--------	------	-------	-----

Phone (with area code): _____ Fax (with area code): _____

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

Description of Subcontract Work to be Performed:

Stephen Shaw II.
Printed Name of Contractor Representative

Stephen Shaw
Signature of Representative

2-24-14
Date

Printed Name of HUB

Signature of Representative

Date _____

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

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

Bidder Must Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). ☐ Yes ☒ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street
City
State
Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

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

Construction HUB Goals: 12.8% MBE: _____ % 12.6% WBE: _____ %

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street
City
State
Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

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

Description of Subcontract Work to be Performed: _____

Bidder Must Return This Page With Offer.

HUB SUBCONTRACTOR DISCLOSURE

(Duplicate as Needed)

Description of Subcontract Work to be Performed:

Description of Subcontract Work to be Performed:

Bidder Must Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name:

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____

Street	City	State	Zip
_____	_____	_____	_____

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

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

Description of Subcontract Work to be Performed:

Bidder Must Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name:

Address: _____

Street	City	State	Zip
--------	------	-------	-----

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

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

Description of Subcontract Work to be Performed:

Subcontractor Name:

Address: _____

Street	City	State	Zip
_____	_____	_____	_____

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

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

Description of Subcontract Work to be Performed:

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

Name (print or type): Stephen Shaw II

Title: Sales Manager

Signature: Stephen Hawes

Date: 2-24-14

E-mail address: steveseairportlightingcompany.com

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

Name (print or type): Vanessa Woodcock

Title: Accounts Receivable

Date: 2-24-14

E-mail address: Vanessa@airportlightingcompany.com

Bidder Must Return This Page With Offer.

Residence Certification/Tax Form

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

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

☐ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☒ I certify that Airport Lighting Company [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Manlius New York (city and state).

Taxpayer Identification Number (T.I.N.):	16-1527358
Company Name submitting bid/proposal:	Airport Lighting Company
Mailing address:	108 Fairgrounds Dr Manlius, NY 13104
If you are an individual, list the names and addresses of any partnership of which you are a general partner: N/A	

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

Jefferson County Tax Acct. No.*	Property address or location**
N/A	N/A

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

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

Bidder Must Complete & Return This Form With Offer.

Bid Affidavit

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

STATE OF New York COUNTY OF Onondaga

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

on this day personally appeared Stephen Shaw II, who
(name)

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

"I, Stephen Shaw II am a duly authorized officer of/agent
(name)
for Airport Lighting Company and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Airport Lighting Company
(name of firm)

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

Name and address of bidder: Airport Lighting Company
108 Fairgrounds Dr. Manlius, NY 13104

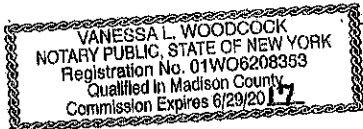
Fax: 315-682-6469 Telephone# 315-682-6466

by: Stephen Shaw II Title: Sales Manager
(print name)

Signature: Stephen Shaw II

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

this the 24th day of February, 2014.



Vanessa L. Woodcock
Notary Public in and for
the State of New York

Bidder Must Return This Page With Offer.



Next Day Air [®]	UPS Next Day Air [®]	UPS Next Day
Early AM [®]	Early AM [®]	Early AM [®]

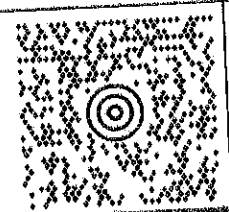
SHIPPING DEPT.
(315) 682-6460
AIRPORT LIGHTING COMPANY
108 FAIRGROUNDS DRIVE
MANLIUS NY 13104-2630

2 LBS

1 OF 1

SHIP TO:
IFB 14-001/JW
(409) 835-8593
JEFFERSON COUNTY PURCHASING DEPT
1149 PEARL STREET, 1ST FLOOR
BEAUMONT TX 77701

02-25-14P10:53 RCVD



TX 777 0-01



UPS EARLY A.M.

TRACKING #: 1Z X11 075 15 5513 7934

1+



BILLING: P/P



See NOTICE ON REVERSE regarding UPS Terms, and other customs purposes. If exported from the U.S., proper customs Regulations. Diversion contrary to law is prohibited.

EAM
INTO FEB 24 2014 1321
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JEFFERSON COUNTY, TEXAS PURCHASING DEPARTMENT

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: IFB 14-001/JW

IFB Title: Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport

IFB Due: 11:00 am CST, Tuesday, February 25, 2014

Addendum No.: 1

Issued (Date): February 19, 2014

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda**. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal**. If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Clarifications and Revisions to Brand Names and Part Numbers on Bid Form.

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness

Witness

Approved by _____ Date: _____

Authorized Signature (Bidder)

Stephen J. Petrie, Member

Title of Person Signing Above

blueglobes, llc

Typed Name of Business or Individual

819 Harmony Road, Suite 200,

Eatonton, Georgia 31024

Address

Bid Form

Bidders: Please read carefully the Bid Instructions for Bid Form Sections I, II, & III as instructions differ per ~~each section~~ sections.

Section I.

Bid Instructions for Items 1-4:

(Items 1-3) are to be bid as ~~GE Crouse Hinds~~ GE brand light bulbs **ONLY**.

(Item 4) is to be bid as GE Crouse Hinds brand light bulb **ONLY**.

No substitutions for Items 1-4 will be accepted based on information provided in the Scope of Services section of these specifications.

Item	Description	Approximate Annual Usage Quantity	Brand	Unit Bid Price (Per Bulb)
1	Bulb: EXL 30 Watt, 6.6 Amp Quarts, GE Crouse Hinds (Part #: 11478)	300	GE Crouse Hinds	\$ 9.00
2	Bulb: 120 Watt, 6.6 Amp Quarts, GE Crouse Hinds (Part #:10099) EVV 120 Watt	100	GE Crouse Hinds	\$ 14.00
3	Bulb: EZL 200 Watt, 6.6 Amps Quarts, GE Crouse Hinds (Part #: 15243)	50	GE Crouse Hinds	\$ 19.00
4	Bulb: 62 Watt, 6.6 Amp MR 16, (GE Crouse Hinds brand, Part #: 20590)	300	GE Crouse Hinds	\$ 32.00

Section II.

Bid Instructions for Items 5-12:

The below items (Items 5 -12) may be bid as ~~GE Crouse Hinds~~ per the brand name specified or equivalent.

Item	Description	Approximate Annual Usage Quantity	Brand	Unit Bid Price (Per Bulb)
5	Bulb: 48 Watt, 6.6 Amp Quarts, (GE Crouse Hinds brand, Part #: 64337A)	50	GE Crouse Hinds or equivalent: ADB 2990.40.827	\$ 13.70
6	Transformer 30/45 Watt, 6.6 Amp, (GE Crouse Hinds brand, Part Number: 33004) ADB (Part #: 1ST045660010)	50	GE Crouse Hinds ADB or equivalent: _____	\$ 65.00

Section II. (Continued)

Item	Description	Approximate Annual Usage Quantity	Brand	Unit Bid Price (Per Bulb)
7	Transformer 100 Watt, 6.6 Amp, (GE Crouse-Hinds brand, Part Number: 33005) ADB (Part #: 1ST100666010)	50	GE Crouse-Hinds ADB or equivalent: _____	\$ 79.00
8	300 Watt Transformer ADB (Part #:1ST300666010)	25	GE Crouse-Hinds ADB or equivalent: _____	\$ 120.00
9	Termination Kits Integro (Part #: 11174-01)	150	GE Crouse-Hinds Integro or equivalent: _____	\$ 11.90
10	Light Assembly, GE Crouse-Hinds ADB (Part #: ETES/1110)	20	GE Crouse-Hinds ADB or equivalent: _____	\$ 158.00
11	Light Assembly Cord Set, (GE Crouse-Hinds brand) ADB (Part #: 44A1701/15 L823)	50	GE Crouse-Hinds ADB or equivalent: _____	\$ 12.00
12	Head Assembly 14 inch, GE Crouse-Hinds brand ADB (Part #: 44B484/1X L861)	20	GE Crouse-Hinds ADB or equivalent: _____	\$ 37.00

Section III.**Bid Instructions for Items 13 – 16:**

The below items are to be bid per the brand name specified or equivalent.

Item	Description	Approximate Annual Usage Quantity	Brand	Unit Bid Price (Per Bulb)
13	Field Lighting Arrestors ADB (Part #: 44A6102)	6	ADB brand or equivalent: _____	\$ 357.00
14	LED In-Pavement Lights (white) ADB (Part #: ADB/IREL/3220110)	6	ADB brand or equivalent: _____	\$ 1,382.00
15	130 Electrical Splicing Tape – 1 inch	100	ADB brand or equivalent: _____	\$ no bid

Section III. (Continued)

Item	Description	Approximate Annual Usage Quantity	Brand	Unit Bid Price (Per Bulb)
16	Airfield Wire: Spool (3000 ft.) Rome XLP power cable. (8 AWG C U 5 KV non-shielded FAA L 824 Type C)	2	Rome brand or equivalent: _____	\$ 1,950.00

Minimum Orders are not acceptable. Bids must be for per unit pricing.

Bids received with minimum order amounts will be considered non-responsive.

Acknowledgment of Addenda (if any):

Addendum 1 1 Date Received 02/20/2014
 Addendum 2 _____ Date Received _____
 Addendum 3 _____ Date Received _____

Bidder Must Complete & Return This Form With Offer.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

We acknowledge receipt of the following amendment(s): 1, _____, _____, _____.

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

blueglobes, llc
Company Name

For clarification of this offer, contact:

819 Harmony Road, Suite 200
Address

Max Moody
Name

Eatonton, Georgia 31024
City State Zip

(706) 923-2661, (706) 923-2801
Phone Fax


Signature of Person Authorized to Sign

sales@blueglobesmail.com
E-mail

Stephen J. Petrie
Printed Name

Member
Title

Bidder Must Complete & Return This Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No.14-001/JW, Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bidder Must Complete & Return This Form With Offer.

Bid Form

Bidders: Please read carefully the Bid Instructions for Bid Form Sections I, II, & III as instructions differ per each section.

Section I.

Bid Instructions for Items 1-4:

(Items 1-4) are to be bid as GE Crouse Hinds brand light bulbs ONLY.

No substitutions for Items 1-4 will be accepted based on information provided in the Scope of Services section of these specifications.

Item	Description	Approximate Annual Usage Quantity	Brand	Unit Bid Price (Per Bulb)
1	Bulb: EXL 30 Watt, 6.6 Amp Quarts, GE Crouse Hinds	300	GE Crouse Hinds We quote the GE EXL Lamp. This is NOT the Crouse-Hinds lamp 40737 which is their equivalent Tungsten-Halogen / Bi-Pin product	\$9.00
2	Bulb: 120 Watt, 6.6 Amp Quarts, GE Crouse Hinds (Part #:10099)	100	GE Crouse Hinds We quote the GE EVV Lamp. This is NOT the Crouse-Hinds lamp 20058 which is their equivalent Tungsten-Halogen / Bi-Pin product	\$14.00
3	Bulb: EZL 200 Watt, 6.6 Amps Quarts, GE Crouse Hinds	50	GE Crouse Hinds We quote the GE EZL Lamp. This is NOT the Crouse-Hinds lamp 20172 which is their equivalent Tungsten-Halogen / Bi-Pin product	\$19.00
4	Bulb: 62 Watt, 6.6 Amp MR 16, (GE Crouse Hinds brand, Part Number: 20590)	300	GE Crouse Hinds	\$32.00

Section II.

Bid Instructions for Items 5-12:

The below items (Items 5 -12) may be bid as GE Crouse Hinds brand or equivalent.

Item	Description	Approximate Annual Usage Quantity	Brand	Unit Bid Price (Per Bulb)
5	Bulb: 48 Watt, 6.6 Amp Quarts, (GE Crouse Hinds brand, Part Number: 64337A)	50	GE Crouse Hinds or equivalent: ADB 2990.40.827	\$13.70
6	Transformer 30/45 Watt, 6.6 Amp, (GE Crouse Hinds brand, Part Number: 33004)	50	GE Crouse Hinds or equivalent: ADB 1ST045666010	\$65.00
7	Transformer 100 Watt,	50	GE Crouse Hinds or equivalent:	\$79.00

	6*6 Amp, (GE Crouse Hinds brand, Part Number: 33005)		ADB 1ST100666010	
8	300 Watt Transformer	25	GE Crouse Hinds or equivalent: ADB 1ST300666010	\$120.00

9	Termination Kits	150	GE Crouse Hinds or equivalent: Amerace 54-D4-D4 or Integro 11174-01 subject to availability <u>If a superkit product is required add \$7.70 per unit each</u>	\$11.90
10	Light Assembly (GE Crouse Hinds Part Number: ETES/1110)	20	GE Crouse Hinds or equivalent: The designation "ETES/1110" is an ADB designation. We quote ADB accordingly	\$158.00
11	Light Assembly Cord Set, (GE Crouse Hinds brand, Part Number: 44A1701/15 L823)	50	GE Crouse Hinds or equivalent: The designation "44A1701/15" is an ADB designation. We quote ADB accordingly	\$12.00
12	Head Assembly 14 inch, (GE Crouse Hinds brand, Part Number: 44B484/1X L861)	20	GE Crouse Hinds or equivalent: The designation "44B1484/1X" is an ADB class. We quote ADB 44B1484/11 (15 inch overall height) accordingly	\$37.00

Section III.

Bid Instructions for Items 13 - 16:

The below items are to be bid per the brand name specified or equivalent.

Item	Description	Approximate Annual Usage Quantity	Brand	Unit Bid Price (Per Bulb)
13	Field Lighting Arrestors	6	ADB brand or equivalent: ADB 44A6102	\$357.00

14	LED In-Pavement Lights (white)	6	ADB brand or equivalent: L-850C Semiflush Edge, LED, ADB IREL/3220110 per our previous quotation to Mr. Duke Youmans	\$1,382.00
15	130 Electrical Splicing Tape – 1 inch	100	3M brand or equivalent: _____	\$no bid
16	Airfield Wire: Spool (3000 ft.) Rome XLP power cable. (8 AWG C U 5 KV non-shielded FAA L 824 Type C)	2	Rome brand or equivalent: _____	\$1,950.00

Minimum Orders are not acceptable. Bids must be for per unit pricing.
Bids received with minimum order amounts will be considered non-responsive.

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____
Addendum 2 _____ Date Received _____
Addendum 3 _____ Date Received _____

Bidder Must Complete & Return This Form With Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: CONCORD REGIONAL AIRPORT (JQF)

Address: 9000 Aviation Boulevard, Concord, North Carolina 28027

Contact Person and Title: Bill Sherrill, Airport Maintenance

Phone: (704) 791-7103 Fax: (704) 782-1466

Contract Period: On-going, as-needed Scope of Work: AFL Supplies

REFERENCE TWO

Government/Company Name: Prescott Municipal Airport (PRC)

Address: 6546 Crystal Lane, Prescott, Arizona 86301

Contact Person and Title: David Severs, Airport Maintenance

Phone: (928) 533-6217 Fax: (928) 771-5861

Contract Period: On-going, as-needed Scope of Work: AFL Supplies

REFERENCE THREE

Government/Company Name: McMahon-Wrinkle Airport (BPG)

Address: 3200 Rickabaugh Drive, Big Spring, Texas 79720

Contact Person and Title: Kelly Seales, Airport Maintenance

Phone: (432) 264-2362 Fax: (432) 264-2367

Contract Period: On-going, as-needed Scope of Work: AFL Supplies

Bidder Must Complete & Return This Form With Offer.

Signature Page

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

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

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

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

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

blueglobes, llc

Bidder (Entity Name)

819 Harmony Road, Suite 200

Street & Mailing Address

Eatonton, Georgia 31024

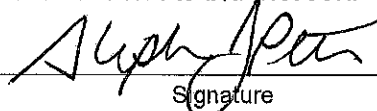
City, State & Zip

(706) 923-2661

Telephone Number

sales@blueglobesmail.com

E-mail Address



Signature

Stephen J. Petrie

Print Name

18 February 2014

Date Signed

(706) 923-2801

Fax Number

Bidder Must Complete & Return This Form With Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p> <p style="padding-left: 40px;">Stephen J. Petrie</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="padding-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <p style="padding-left: 20px;">None</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <p style="padding-left: 20px;">None</p>	

Bidder Must Complete & Return This Form With Offer.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

- B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

☐ Yes ☐ No

- C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

- D. Describe each affiliation or business relationship:


6. Describe any other affiliation or business relationship that might cause a conflict of interest.

None

7.

Stephen J. Petrie


Signature of person doing business with the governmental entity


Date

Bidder Must Complete & Return This Form With Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

No

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

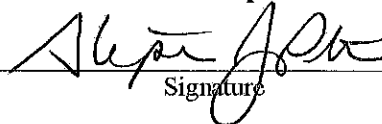
Did the Prime Contractor/Consultant . . .

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

**If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.**

Stephen J. Petrie

Printed Name of Authorized Representative



Signature

Member

Title

2/18/2014

Date

Bidder Must Complete & Return This Form With Offer.

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

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded) ☒ No

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

Contractor Name: blueglobes, llc HUB: p p No

Address: 819 Harmony Road, Suite 200 Eatonton Georgia 31024

Phone (with area code): (706) 923-2661 Fax (with area code): (706) 923-2801

Project Title & No.: Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport, IFB 14-001/JW

Prime Contract Amount: \$

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street	City	State	Zip
--------	------	-------	-----

Phone (with area code): _____ Fax (with area code): _____

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

Description of Subcontract Work to be Performed:

Stephen J. Petrie
Printed Name of Contractor Representative

Signature of Representative _____

Date

Printed Name of HUB

Signature of Representative

Date _____

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

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

Bidder Must Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

☒ Yes ☐ No

Prime Contractor: blueglobes, llc HUB

☐ No

HUB Status (Gender & Ethnicity): _____

Address: 819 Harmony Road, Suite 200 Eatonton, Georgia 31024

Street

City

State

Zip

Phone (with area code): (706) 923-2661 Fax (with area code): (706) 923-2801

Project Title & No.: Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport, IFB 14-001/JW IFB/RFP No.: IFB 14-001/JW

Total Contract: \$ _____ Total HUB Subcontract(s): \$0.00

Construction HUB Goals: 12.8% MBE: _____ 0.00% 12.6% WBE: _____ 0.00%

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

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub Information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

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

Description of Subcontract Work to be Performed: _____

Bidder Must Return This Page With Offer.

HUB SUBCONTRACTOR DISCLOSURE

(Duplicate as Needed)

Description of Subcontract Work to be Performed: _____

Description of Subcontract Work to be Performed:

Bidder Must Return This Page With Offer.

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

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

☐
☐
☐
☐
☒

Other: Subcontractors will not be used on this supply-only Contract

No

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

Address: _____

Street	City	State	Zip

Phone (with area code): _____ Fax (with area code): _____

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

Description of Subcontract Work to be Performed: _____

Address: _____

Street	City	State	Zip
--------	------	-------	-----

Phone (with area code): _____ Fax (with area code): _____

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

Description of Subcontract Work to be Performed:

Bidder Must Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Stephen J. Petrie

Title: Member

Signature: 

Date: 2/18/2014

E-mail address: sales@blueglobesmail.com

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

Name (print or type): Stephen J. Petrie

Title: Member

Date: _____

E-mail address: sales@blueglobesmail.com

Bidder Must Return This Page With Offer.

Residence Certification/Tax Form

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

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

☐

- ☐ I certify that blueglobes, llc [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is 819 Harmony Road, Suite 200, Eatonton, Georgia 31024 (city and state).

Taxpayer Identification Number (T.I.N.):	26-3817622
Company Name submitting bid/proposal:	blueglobes, llc
Mailing address:	819 Harmony Road, Suite 200, Eatonton, Georgia 31024
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

Bidder Must Complete & Return This Form With Offer.

Bid Affidavit

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

STATE OF GEORGIA COUNTY OF PUTNAM

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

on this day personally appeared Stephen J. Petrie, who
(name)

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

"I, Stephen J. Petrie am a duly authorized officer of/agent
(name)
for blueglobes, llc and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said blueglobes, llc.
(name of firm)

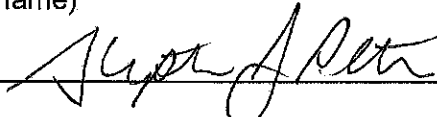
I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly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

Name and address of bidder: blueglobes, llc

819 Harmony Road, Suite 200, Eatonton, Georgia 31024

Fax: (706) 923-2801 Telephone# (706) 923-2661

by: Stephen J. Petrie Title: Member
(print name)


Signature: 

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the 19th day of February, 2014.

Max Moody
NOTARY PUBLIC
Baldwin County, GEORGIA
My Comm. Expires
12/10/2016


Notary Public in and for
the State of Georgia

Bidder Must Return This Page With Offer.

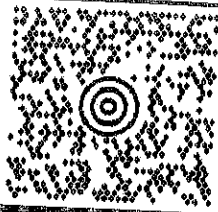
MAX MOODY
(706) 923-2681
BLUEGLOBES, LLC
819 HARMONY RD
EATONTON GA 31024-0815

0.8 LBS LTR

1 OF 1

SHIP TO:

BID NO. IFB 14-001/JW
(409) 835-8593
JEFFERSON COUNTY PURCHASING DEPT.
1ST FLOOR
1149 PEARL STREET
BID- LIGHTING SUPPLIES FOR JBRA
BEAUMONT TX 77701



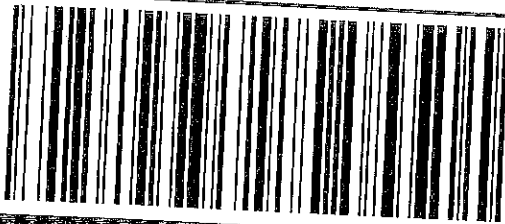
TX 777 0-01



UPS 2ND DAY AIR A.M.

TRACKING #: 1Z FY6 514 07 4752 8294

2A



BILLING: P/P

REF 1: BID NO. IFB 14-001/JW



SEE NOTICE ON BACK regarding UPS Terms and Notice of Limitation of Liability. Where allowed by law, shipper releases UPS from liability for loss of or damage to contents. If shipped from the US, shipper certifies that the commodities, technology or software were exported from the US in accordance with the Export Administration Regulations. Otherwise, export to law is prohibited.

WS 17 0 21 Star TSP800L 48 0A 01/2014

Synchroniz

BID NO. IFB 14

02-24-14P10:22 RCVD

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LJA Engineering, Inc.

5316 Highway 290 West
Suite 150
Austin, Texas 78735

Phone 512.439.4700
Fax 512.439.4716
www.ljaengineering.com

February 27, 2014

PROPOSAL

The Honorable Jeff Branick
Jefferson County Judge
1149 Pearl Street, 4th Floor
Beaumont, Texas 77701

Re: Technical Liaison for McFaddin Beach Erosion Project
LJA Project No. B079A-1011
LJA Proposal No. 14-07042R1

Dear Judge Branick:

LJA Engineering, Inc. ("LJA") is pleased to provide this proposal to Jefferson County ("Client") for professional engineering services for the subject project. Based on our understanding of your needs, we propose to provide technical services and technical liaison services, as appropriate, in support of the County's interests in addressing McFaddin Beach erosion and related effects. We propose to provide the following scope of services as needed, based on hourly rates with estimated fees plus direct costs in accordance with the attached Professional Services Agreement (PSA).

BACKGROUND

LJA and its contractual predecessors have traditionally assisted Jefferson County on an as-needed basis to respond to a variety of technical inquiries and participate in technical discussions of coastal projects that are important to the County. In recent years, these activities have been directly related to the administration of the Coastal Impact Assistance Program (CIAP) by the County. Accordingly, the County's CIAP Administration grant funds have been available to cover these costs.

With County CIAP Administration funds now exhausted, it is prudent to begin tracking our technical and liaison services anew to facilitate potential cost recovery from other sources. We anticipate that as the coming year progresses, more and eventually most or all of our work will become eligible for reimbursement through external funding mechanisms.

The Scope of Services described below is intended to provide you a basis for local resource allocation to this task in the remainder of FY 2014 and into FY 2015.

The Honorable Jeff Branick
 February 21, 2014
 Page 2 of 3

SCOPE OF SERVICES

1. Technical Liaison on McFaddin Beach Erosion Project and Other Projects As Needed

LJA will continue to support County efforts to accomplish stated coastal restoration goals by responding to information requests; coordinating projects among various public agencies and programs upon request of the County; identifying and assisting with County action in response to funding opportunities; and providing the underlying institutional memory, technical expertise and analysis capacity to fulfill the above tasks.

Historically, such effort related to County CIAP projects has averaged roughly \$2,000.00 per month and is billed monthly on the basis of actual hours with timesheet backup. An amount representing 12 months of effort at this level of effort is included in the total below.

In addition, LJA will assist the County on coastal matters upon request, including but not limited to participation in the BP spill recovery process* as a technical resource to the County. LJA will remain current on the BP spill recovery implementation process; convey current information to County's advocate consultant and partners; develop project goals, objectives, and criteria relevant to the Salt Bayou Watershed Restoration Plan for the Pot #2 project selection process and for incorporation into the Texas State Plan.

Deliverables: correspondence with the County and other agencies; requested work products such as project narrative descriptions, cost estimates and timelines; meeting summaries; presentations.

*We direct your attention to our previously submitted proposal dated November 11, 2013 to provide more extensive and, we believe, necessary support for County funding efforts through the BP Spill Recovery process. The effort described above represents a small subset of work described in that previous proposal, which remains available for County execution.

COMPENSATION

We propose to provide you the scope of services described above on a cost-plus basis with estimated costs not to exceed the following without prior authorization as follows:

Item	Description	Fee Basis	Fee
1.	Technical Liaison on McFaddin Beach Erosion Project and Other Projects As Needed	Cost Plus	\$ 44,000.00
	Total Fee		\$ 44,000.00

Should work outside the above scope of services be required, a separate proposal will be submitted to the Client for approval prior to our beginning the additional services.

The Honorable Jeff Branick
February 21, 2014
Page 3 of 3

If this proposal meets with your approval, please execute both proposal and PSA and return a copy to our office. Your signature below and on the attached Professional Services Agreement will be sufficient authorization to commence the stated work. We understand that an executed Purchase Order from the County is also required in order to receive payment.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions or require additional information, please do not hesitate to call me at 512.439.4704.

Sincerely,

W. L. Worsham, P.E.

W. L. "Bill" Worsham, PE
Director of Coastal Engineering

WLW/sp

APPROVED FOR
Jefferson County, Texas

By: _____

Name: Jeff Branick

Title: Jefferson County Judge

Date: March 3, 2014

Attachments:

- a. LJA Engineering, Inc. – Standard Rate Schedule
- b. LJA Engineering, Inc. – Professional Services Agreement

LJA Engineering, Inc.

905 Orleans Street
Beaumont, Texas 77701

Phone 409.813.1862
Fax 409.813.1916
www.ljaengineering.com

PROFESSIONAL SERVICES AGREEMENT

This Agreement is by and between Jefferson County (CLIENT) and LJA Engineering, Inc. (LJA) who agree as follows: Client engages LJA to perform the services described in Part I ("Services") and LJA agrees to perform the Services for the compensation set forth in Part III. LJA shall be authorized to commence the Services upon execution of this Agreement. Client and LJA agree that this Agreement and attachments referred to herein, constitute the entire Agreement between them relating to the Project ("Agreement").

Project: Technical Liaison for McFaddin Beach Erosion Project

Location: McFaddin Beach, Texas

Job No. / Proposal No.: B079A-1011 / 14-07042R1

I. LJA ENGINEERING, INC.'S RESPONSIBILITIES: LJA shall perform or furnish the services described under this Agreement.

See Attached Proposal No. 14-07042R1 Dated February 27, 2014

II. CLIENT'S RESPONSIBILITIES: Client, at its expense, shall do the following in a timely manner so as not to delay the Services.

1. **INFORMATION/REPORTS:** Furnish LJA with all reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to the Project. Unless otherwise specified in Part I, LJA may rely upon Client-furnished information without independent verification in performing the Services.

2. **REPRESENTATIVE:** Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the Services.

3. **DECISIONS:** Provide all criteria and full information as to Client requirements for the Project, obtain (with LJA's assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and generally participate in the Project to the extent necessary to allow LJA to perform the Services.

III. COMPENSATION, BILLING, AND PAYMENT: Client shall pay LJA for Services in accordance with the following Billing Schedule.

1. **SERVICES:** X Hourly Rates with An Estimated Fee \$ 44,000.00
 _____ Percentage of Construction Cost \$ _____
 _____ Lump Sum \$ _____
 _____ Other (Specify) _____
 (Engineer's Hourly Rate Schedule is Attached as Attachment "A")

2. **REIMBURSABLE EXPENSES:** Reproduction, telephone, out-of-town travel expenses, and other non-labor charges directly related to the Project will be billed at cost in addition to the fees agreed upon for services rendered. Vehicle other than survey / Project representative will be charged at the current IRS mileage rate per mile. Survey / Project representative vehicle mileage will be charged at a rate of \$0.73 per mile. CADD charges will be \$25.00 per hour. Filing fees, permit fees, and other special charges which are advanced on behalf of the Client will be billed on a similar basis plus a 10% service charge.

3. **PAYMENTS:** Billings for services rendered will be made monthly and payment is requested within fifteen (15) days of receipt of invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old as well as any costs of collections. LJA reserves the right to suspend work should invoices not be paid within the stated terms. The amount of any excise, VAT, or gross receipts tax that may be imposed for professional services shall be added to the compensation as determined above.

IV. STANDARD TERMS AND CONDITIONS:

1. **STANDARD OF CARE:** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and LJA cannot provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Client are specifically objected to.

2. **CHANGE OF SCOPE:** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Client. For some Projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined.

3. **SAFETY:** LJA has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, LJA specifically disclaims any authority or responsibility for general job site safety and safety of persons other than LJA employees.

4. **DELAYS:** If events beyond the control of Client or LJA, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, LJA shall be entitled to an equitable adjustment in compensation.

5. **TERMINATION/SUSPENSION:** Either party may terminate this Agreement upon 30 days written notice to the other party. Client shall pay LJA for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

6. **OPINIONS OF CONSTRUCTION COST:** Any opinion of construction costs prepared by LJA is supplied for the general guidance of the Client only. Since LJA has no control over competitive bidding or market conditions, LJA cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

7. **RELATIONSHIP WITH CONTRACTORS:** LJA shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but LJA specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences, or procedures of construction selected by Client's contractors.

8. **CONSTRUCTION REVIEW:** For Projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold LJA harmless from any claims resulting from performance of construction-related services by persons other than LJA.

9. **INSURANCE.** LJA will maintain insurance coverage for Professional, Comprehensive, General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and LJA's business requirements. Certificates evidencing such coverage will be provided to Client upon request. For Projects involving construction, Client agrees to require its construction contractor, if any, to include LJA as an additional insured on its policies relating to the Project. LJA's coverages referenced above shall, in such case, be excess over contractor's primary coverages.

10. **PROJECTS WITH MULTIPLE CLIENTS.** When LJA undertakes a Project for multiple Clients: It is understood and agreed that each Client on this Project is jointly and severally liable for payments to LJA for LJA's work under this Agreement and on the Project. If any Client on the Project fails to make timely payment to LJA, and the remaining Clients wish to continue the Project, the remaining Clients will promptly confirm to LJA in writing their wish for LJA to continue the Project and that they are obligating themselves to LJA for the additional (defaulted) portion of the Project. LJA, at its option, may suspend the remaining performance under this Agreement until all past due payments are made, and authorization to proceed and pay from all non-defaulting Clients is received, or continue work on the Project and invoice and collect from the remaining Clients any payment (including damages) of amounts past due and that become due.

11. **HAZARDOUS MATERIALS.** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. LJA and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. LJA agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. Client shall execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize LJA to execute such documents as Client's agent. Client waives any claim against LJA and agrees to defend, indemnify, and hold LJA harmless from any claim or liability for injury or loss arising from LJA's discovery of unanticipated hazardous materials or suspected hazardous materials.

12. **INDEMNITY.** To the fullest extent permitted by law, LJA shall indemnify and hold harmless Client from and against loss, liability, and damages sustained by Client, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the failure to adhere to the standard of care described in Part IV Paragraph 1 above of LJA, its agents or employees.

To the fullest extent permitted by law, Client shall defend, indemnify, and hold harmless LJA from and against loss, liability, and damages sustained by LJA, its agents, employees, and representatives by reason of claims for injury or death to persons, damages to tangible property, to the extent caused directly by any of the following: (a) any substance, condition, element, or material or any combination of the foregoing (i) produced, emitted or released from the Project or tested by LJA under this Agreement, or (b) operation or management of the Project. Client also agrees to require its construction contractor, if any, to include LJA as an indemnitee under any indemnification obligation to Client.

13. **LIMITATIONS OF LIABILITY.** No employee or agent of LJA shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, LJA's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, LJA's negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the total compensation received by LJA for specific Project assignments. If Client desires a limit of liability greater than that provided above, Client and LJA shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to LJA for assumption of such additional risk.

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL LJA BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

14. **ACCESS.** Client shall provide LJA safe access to any premises necessary for LJA to provide the Services.

15. **REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by LJA for the specific purpose intended, shall be at the Client's risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when Client provides deliverables in electronic media to another entity. Client agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in hard copy and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of 30 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, LJA shall be advised and the inconsistency shall be corrected at no additional cost to Client. Following the expiration of this 30-day period, Client shall bear all responsibility for the care, custody, and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media, which Client acknowledges to be of only limited duration. Client agrees to defend, indemnify, and hold harmless LJA from all claims, damages, and expenses (including reasonable litigation costs) arising out of such reuse or alteration by Client or others acting through Client.

16. **AMENDMENT.** This Agreement, upon execution by the parties hereto, can be amended only by a written instrument signed by the parties.

17. **ASSIGNMENT.** Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by any party without written permission of each other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

18. **STATUTES OF LIMITATION.** To the fullest extent permitted by law, the parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

19. **DISPUTE RESOLUTION.** The parties shall attempt to settle disputes arising under this Agreement by discussion between the parties senior representatives of management. If any dispute cannot be resolved in this manner, within a reasonable length of time, the parties agree to attempt non-binding mediations or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs including attorney's fees from the other party.

20. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

21. **NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

22. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

APPROVED FOR JEFFERSON COUNTY

By: _____
 Printed Name: Jeff R. Branick
 Title: Jefferson County Judge
 Date: March 3, 2014

APPROVED FOR LJA ENGINEERING, INC.

By: [Signature]
 Printed Name: Robert Hickman
 Title: Vice President
 Date: February 27, 2014

ATTEST
 DATE _____

LJA Engineering, Inc.

5316 Highway 290 West
Suite 150
Austin, Texas 78735

Phone 512.439.4700
Fax 512.439.4716
www.ljaengineering.com

ATTACHMENT "E"
GLO FY 2014 SCHEDULE OF HOURLY RATES

	<u>Rate</u>
Principal	\$225.00
Vice President	\$225.00
Engineer Manager	\$185.00
Sr. Project Manager/Engineer VI	\$155.00
Project Manager/Engineer V	\$145.00
Professional Engineer/Engineer IV	\$135.00
Graduate Engineer IV	\$130.00
Graduate Engineer III	\$120.00
Graduate Engineer II	\$110.00
Graduate Engineer I	\$95.00
Project Coordinator	\$115.00
Designer II/GIS Analyst II	\$95.00
Designer I/GIS Analyst I	\$85.00
Landscape Architect	\$135.00
Principal RPLS	\$185.00
Project RPLS	\$135.00
Survey Technician	\$100.00
Survey Draftsman	\$85.00
Two Man Survey Crew	\$135.00
Three Man Survey Crew	\$170.00
Sr. Environmental Scientist	\$130.00
Jr. Environmental Scientist	\$100.00
Environmental Services Technician	\$95.00
Environmental Services Aide	\$85.00
Clerical	\$45.00

Senior Consultants

Senior consultants will be billed at a rate of \$200.00/hour.

Expert Witness

Expert witness duties will be billed at a rate of \$350.00/hour.

Surveying Services

Field party rate includes personnel/supervision, normal equipment and supplies. Client requested overtime shall be 1.5 times standard rate.

Boat-Inshore Waters	\$65.00/Hour dock to dock-\$400.00 minimum
Marine Waters	\$180.00/Hour dock to dock-\$1000.00 minimum
GPS	\$ 50.00/Hour
Robotic Total Station	\$ 25.00/Hour
All Terrain Vehicle	\$ 50.00/Day

Mileage Charges

Mileage shall be charged at the current State of Texas mileage rate per mile for all travel.



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

A handwritten signature in dark ink, appearing to be "DC" or similar initials, is written over the name "Deborah Clark".

Date: February 25, 2014

Re: Disposal of Salvage Property -- Computers and Equipment

Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (a) (4), by donating it to a charitable organization, Goodwill Industries.

Thank you.

Jefferson County, Texas
1149 Pearl Street
Beaumont, TX 77701

Donation of Salvage Property
Computer Equipment
to
Goodwill Industries

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
	<i>Desktops/Laptop Computers:</i>		
MIS	GATEWAY GP7-733	0020746232	124-25649
MIS	UCT CLONE	N/A	N/A
MIS	UCT CLONE	N/A	N/A
MIS	GATEWAY LAPTOP	0023691260	NRSO-25961
MIS	GATEWAY SOLO 9550	0025205714	115-26207
MIS	GATEWAY	0016220521	59BT-24830
MIS	GATEWAY E3000	0009412611	59MC-22850
MIS	COMPAQ ARMADA E500	1J0CDX48W414	N/A
MIS	COMPAQ EVO W6000	W206FCDZA007	N/A
MIS	DELL OPTIPLEX GX1	GF1JP	53BT-25035
MIS	GATEWAY	0012492739	59MC-27115
MIS	GATEWAY 600 LAPTOP	0027585284	26BT-26885
MIS	GATEWAY E4600	0025238186	30BT-26902
MIS	GATEWAY E4000	0027603426	31BT-26889
MIS	GATEWAY E4000	0028546912	14BT-27002
MIS	GATEWAY E4000	0028546910	11BT-26996
MIS	GATEWAY E4000 DLX	0028516100	30PA-27527
MIS	GATEWAY E-4000	0028833316	59BT-27524
MIS	GATEWAY E-4000	0028833317	59BT-27525
MIS	GATEWAY E-4000	0028833314	59BT-27522
MIS	GATEWAY E-4000	0028833315	59BT-27523

Goodwill Industries

Approved by Commissioners' Court: _____

Jefferson County, Texas
1149 Pearl Street
Beaumont, TX 77701

Donation of Salvage Property
Computer Equipment
to
Goodwill Industries

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
MIS	GATEWAY 935S	0026263981	25BT-26411
MIS	GATEWAY E-6000	0029882382	25BT-27086
MIS	GATEWAY E-4000	0030124406	31BT-27131
MIS	GATEWAY E-4000	0030124407	31BT-27168
MIS	GATEWAY E-4000	0030151842	59BT-27786
MIS	GATEWAY E-4000	0030124401	59BT-34010
	<u>Printers:</u>		
MIS	LEXMARK 2490		62BT-32599
MIS	HP LJ 2200	JPGGC87059	11BT-27003
MIS	HP LJ 2200	CNBGH26687	NA
MIS	HP LJ 2200	USPD0388Z9	11BT-25622
MIS	HP DJ 6998	MY8A02K0RY	NA
MIS	HP LJ 2200	NA	-27005
MIS	HP 3015	NT1C01410	
MIS	HP DJ 5550	MY2931N0KH	
MIS	HP LJ 1100	USPF039	
MIS	HP PS 8050	MY5AUJ320C6	77BT-29877
MIS	HP DJ D4360	TH8BJ1302Z	
MIS	HP DJ 5150	MY36N1M14H	77BT-28771
MIS	HP LJ P3005	CNJIT05436	11BT-33254
MIS	HP	JPBGF37587	

Goodwill Industries

Approved by Commissioners' Court: _____

Jefferson County, Texas
1149 Pearl Street
Beaumont, TX 77701

Donation of Salvage Property
Computer Equipment
to
Goodwill Industries

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
	<u>Servers:</u>		
MIS	DELL POWEREDGE 1435	JJFCBD1	
MIS	<u>UPS:</u>		
MIS	APC BACKUP 1400	D57JUH	
MIS	A BOX OF PRINTERS WITH NO TAGS OR SERIALS FROM SHERIFF OFFICE		
MIS	BOX OF MOUSE, KEYBOARDS, TYPEWRITERS, PLUGS & CABLES, AND DLINKS		
	<u>Desktops/Laptop Computers:</u>		
MIS	GATEWAY E-4000 DELUX	0031535450	12BT-29778
MIS	GATEWAY E-4000 DELUX	0031535467	52BT-29777
MIS	GATEWAY E-4000 DELUX	0031535447	60BT-29915
MIS	GATEWAY E-4000 DELUX	0031621857	31BT-27794
MIS	GATEWAY E-4000 DELUX	0031621858	31BT-27795
MIS	GATEWAY E-4000 DELUX	0031621859	31BT-27796
MIS	GATEWAY E-4000 DELUX	0031621860	31BT-27797
MIS	GATEWAY E-4000 DELX	0031830700	83BT-30126
MIS	GATEWAY E-4000 DELX	0031830701	SMG-30127
MIS	GATEWAY E3600	0025468817	59PA-32865

Goodwill Industries

Approved by Commissioners' Court: _____

Jefferson County, Texas
1149 Pearl Street
Beaumont, TX 77701

Donation of Salvage Property
Computer Equipment
to
Goodwill Industries

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
MIS	GATEWAY E-4000	0032009771	31BT-27896
MIS	GATEWAY E4000	0031437485	62BT-27955
MIS	GATEWAY E4000	0031496487	70RC-27874
MIS	GATEWAY E-4100	0033058967	31BT-32941
MIS	GATEWAY E4100C	0033189471	59BT-34010
MIS	GATEWAY E4100C	0033189310	65BT-28594
MIS	GATEWAY E4100C DELUX	0033226416	14BT-28581
MIS	GATEWAY E4100C DELUX	0033226419	14BT-28584
MIS	GATEWAY E4100C DELUX	0033226420	14BT-28585
MIS	GATEWAY E4100C DELUX	0033226421	14BT-28586
MIS	GATEWAY E4100C DELUX	0033226424	14BT-28589
MIS	GATEWAY E-4100	0033146337	59BT-34010
MIS	GATEWAY 960X MS	0033912982	31BT-28577
MIS	GATEWAY E4100C	0033189312	59BT-34010
MIS	GATEWAY E4100C	0034061383	FORDPK-34297
MIS	GATEWAY P4	0034587757	30BT-28133
MIS	GATEWAY-LAPTOP 450E	0034721849	15BT-30784
	<u>Monitors:</u>		
MIS	GATEWAY 900W	MLR72-50N-26326	
MIS	GATEWAY 1830	MUL8007C0030364	
MIS	VIEWSONIC 930M	A0D014610557	

Goodwill Industries

Approved by Commissioners' Court: _____

Jefferson County, Texas
1149 Pearl Street
Beaumont, TX 77701

Donation of Salvage Property
Computer Equipment
to
Goodwill Industries

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
MIS	VIEWSONIC 930M	QC2065100112A	
MIS	VIEWSONIC 930M	QC2065100112B	
MIS	VIEWSONIC 930M	QC2072601127	
MIS	GATEWAY	MW87BB0H00902	
MIS	VIEWSONIC 930M	QC2070641215	
MIS	GATEWAY	MLR7350H25093	
MIS	GATEWAY 1830	MUL8007C0030364B	
	<u>Laptops:</u>		
MIS	TOSHIBA		13BT-39565
MIS	TOSHIBA		13BT-29648
MIS	TOSHIBA		13BT-29618
MIS	TOSHIBA		15BT-30784
MIS	GATEWAY		NRSO-25961
MIS	COMPAQ		EM-29588
MIS	COMPAQ		EM-32304
MIS	COMPAQ		EM-31254
	<u>Scanners:</u>		
MIS	FUJITSU FI-5750C	104946	30PA-32305
	<u>TV:</u>		

Goodwill Industries

Approved by Commissioners' Court: _____

Jefferson County, Texas
1149 Pearl Street
Beaumont, TX 77701

Donation of Salvage Property
Computer Equipment
to
Goodwill Industries

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
MIS	SONY 55EX640	5029Z71	
	<u>Desktops/Laptop Computers:</u>		
MIS	GATEWAY E-6500 SB	0036578640	31BT-29946
MIS	GATEWAY E-6500	0036684194	17BT-29906
MIS	GATEWAY E-6500 SB	0036935440	58PA-30199
MIS	GATEWAY E-6500 SB	0036935439	58PA-30200
MIS	GATEWAY E-6500 SB	0036935412	58PA-30211
MIS	GATEWAY E-6500 SB	0036935460	58PA-30213
MIS	GATEWAY E-6500 SB	0036935437	58BT-30217
MIS	GATEWAY E-6500 SB	0036935455	58BT-30218
MIS	GATEWAY E-6500 SB	0036935453	58BT-30219
MIS	GATEWAY E-6500 SB	0036935446	58BT-30142
MIS	GATEWAY E-6500 SB	0036935409	58BT-30145
MIS	GATEWAY E-6500 SB	0036935397	58BT-30146
MIS	GATEWAY E-6500 SB	0036935407	58BT-30148
MIS	GATEWAY E-6500 SB	0036935415	58BT-30149
MIS	GATEWAY E-6500 SB	0036935396	58BT-30153
MIS	GATEWAY E-6500 SB	0036935449	58BT-30158
MIS	GATEWAY E-6500 SB	0036935403	58BT-30161
MIS	GATEWAY E-6500 SB	0036935427	58BT-30165
MIS	GATEWAY E-6500 SB	0036935456	58BT-30166

Goodwill Industries

Approved by Commissioners' Court: _____

Jefferson County, Texas
1149 Pearl Street
Beaumont, TX 77701

Donation of Salvage Property
Computer Equipment
to
Goodwill Industries

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
MIS	GATEWAY E-6500 SB	0036935430	58BT-30172
MIS	GATEWAY E-6500 SB	0036935454	58BT-30173
MIS	GATEWAY E-6500 SB	0036935452	58BT-30174
MIS	GATEWAY E-6500 SB	0036935400	58BT-30176
MIS	GATEWAY E-6500 SB	0036935464	58BT-30182
MIS	GATEWAY E-6500 SB	0036935422	58BT-30187
MIS	GATEWAY E-6500 SB	0036935392	58BT-30190
MIS	GATEWAY E-6500 SB	0036935461	58BT-30191
	<u>Desktops/Laptop Computers:</u>		
MIS	GATEWAY E-6500 SB	0036935447	58BT-30194
MIS	GATEWAY E-6500 SB	0036935414	58BT-30195
MIS	GATEWAY M255-G	0038894070	47BT-30807
MIS	HP NX9420 LAPTOP	CND7032BGV	121-XXXXX
MIS	GATEWAY E-6610D SB	0039107249	124-31149
MIS	GATEWAY E-6610D SB	0039144127	31BT-31313
MIS	GATEWAY M685-E	0040359947	22BT-32299
MIS	GATEWAY M685-E	0040359948	59BT-34010
MIS	GATEWAY E-6610D	0040454230	75PA-32349
MIS	GATEWAY E-6610D	0040525153	34BT-32514
MIS	DELL OPTIPLEX 755	1YTFDH1	FORDPK-34297
MIS	DELL OPTIPLEX 755	4WTFDH1	58BT-33009

Goodwill Industries

Approved by Commissioners' Court: _____

Jefferson County, Texas
1149 Pearl Street
Beaumont, TX 77701

Donation of Salvage Property
Computer Equipment
to
Goodwill Industries

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
MIS	DELL OPTIPLEX 755	5VTFDH1	58BT-33010
MIS	DELL OPTIPLEX 755	7XTFDH1	58BT-33012
MIS	DELL OPTIPLEX 755	HXTFDH1	58BT-33017
MIS	DELL OPTIPLEX 760	5CV8TK1	SMG-33417
MIS	DELL LATITUDE E5500	J7PK0L1	65BT-33493
MIS	DELL PV MD1000	1KVZGQ1	MANATRON
MIS	DELL OPTIPLEX		71BT-34205
MIS	GATEWAY 4100		52BT-31259
MIS	GATEWAY 4100	40548100	
MIS	GATEWAY 4100	40548101	
MIS	GATEWAY 4100	40548099	
MIS	GATEWAY 4100		71BT-26582
MIS	GATEWAY 4100	37310612	71BT-33724
MIS	GATEWAY 4100		71BT-29693
	<u>Desktops/Laptop Computers:</u>		
MIS	GATEWAY E-6300 SB	0034972957	70RC-28927
MIS	GATEWAY E-6300 SB	0034972958	70RC-28928
MIS	GATEWAY E-6300 SB	0034972959	70RC-28929
MIS	GATEWAY E-6300 SB	0034972961	70RC-28931
MIS	GATEWAY E-6300 SB	0034972962	70RC-28932
MIS	GATEWAY E-6300 SB	0034972963	70RC-28933

Goodwill Industries

Approved by Commissioners' Court: _____

Jefferson County, Texas
1149 Pearl Street
Beaumont, TX 77701

Donation of Salvage Property
Computer Equipment
to
Goodwill Industries

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
MIS	GATEWAY E-6300 SB	0034972964	70RC-28934
MIS	GATEWAY E-6300 SB	0034972966	70RC-28936
MIS	COMPAQ D530 CMT	N/A	N/A
MIS	GATEWAY E-6300 SB	0034972965	70RC-28935
MIS	GATEWAY E6300	0035531869	58BT-29069
MIS	GATEWAY E6300	0035531871	59BT-34010
MIS	DELL OPTIPLEX GX1	GF1K6	74BT-29211
MIS	GATEWAY M460E	0036050139	115-29253
MIS	GATEWAY E-6500	0036368973	31BT-29793
MIS	GATEWAY	0014273175	59BT-29363
MIS	TOSHIBA	85049044H	13BT-29565
MIS	E4300	0036034850	47MC-29595
MIS	COMPAQ PRESARIOV2000	CNF53622CR	80MC-31254
MIS	COMPAQ V2410	CNF5351V51	25BT-29588
MIS	TOSHIBA SAT A55-S106	75129513H	13BT-29618
MIS	TOSHIBA SAT A55-S106	85042477H	13BT-29648
MIS	HP PAVILLION DV4129	2CE5240C45	115-29676
MIS	GATEWAY E-4300	0036034842	31BT-29723
MIS	GATEWAY E-4300	0036034841	31BT-29725
MIS	GATEWAY E-4300	0036034839	31BT-29727
MIS	GATEWAY E-4300	0036034834	52BT-29728
contact person: Andrae Thierry			

Goodwill Industries

Approved by Commissioners' Court: _____



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

A handwritten signature, likely of Deborah Clark, is written in cursive next to her name.

Date: February 27, 2014

Re: Disposal of Salvage Property

Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

JEFFERSON COUNTY, TEXAS
 1149 PEARL STREET
 BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

March 3, 2014

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
FORD PARK	STADIUM PLATFORMS		
FORD PARK	STADIUM SPEAKERS		
FORD PARK	STADIUM CHAIRS		
<i>contact person: Kenneth Minkins</i>			

Approved by Commissioners' Court: _____



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

A handwritten signature in dark ink, appearing to be "DC" or similar initials, is written over the name "Deborah Clark".

Date: February 27, 2014

Re: Disposal of Scrap Property

Consider and possibly approve disposal of scrap metal property. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

Thank you.

JEFFERSON COUNTY, TEXAS
 1149 PEARL STREET
 BEAUMONT, TX 77701

DISPOSAL OF SCRAP MATERIALS

March 3, 2014

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
FORD PARK	SCRAP METAL MATERIALS		
<i>contact person: Kenneth Minkins</i>			

Approved by Commissioners' Court: _____

PGM: GMCOMMV2	DATE 03-03-2014	PAGE: 1 149
NAME	AMOUNT	CHECK NO. TOTAL
JURY FUND		
TRI-CITY COFFEE SERVICE	431.42	390884
ROAD & BRIDGE PCT.#1		431.42**
CARQUEST AUTO PARTS # 96	21.25	390807
HYDRAULIC & AIR REPAIR	367.21	390830
M&D SUPPLY	61.30	390842
MUNRO'S	31.45	390849
OVERHEAD DOOR CO.	168.75	390855
SMART'S TRUCK & TRAILER, INC.	101.51	390867
AT&T	60.98	390870
TRIANGLE CLUTCH REBLDRS.	32.00	390882
WHEELER TRUCK BODY EQUIPMENT	270.00	390890
ACORN STEEL	243.00	390897
		1,357.45**
ROAD & BRIDGE PCT.#2		
HYDRAULIC & AIR REPAIR	367.20	390830
DEPARTMENT OF INFORMATION RESOURCES	.01	390905
		367.21**
ROAD & BRIDGE PCT. # 3		
BEAUMONT FRAME & FRONT END	256.00	390798
GULF COAST AUTOMOTIVE, INC.	7.49	390823
ENTERGY	347.40	390824
HYDRAULIC & AIR REPAIR	367.20	390830
LOUIS' YAZOO SALES & SERVICE, LLC	109.90	390840
MUNRO'S	22.79	390849
AT&T	69.76	390870
HOWARD'S AUTO SUPPLY	16.84	390900
DEPARTMENT OF INFORMATION RESOURCES	.22	390905
KIMBERLY DOYLE	12.00	390971
UNIVERSAL INC	171.60	391004
ASCO	66.44	391015
WINDSTREAM COMMUNICATION INC	344.92	391028
		1,792.56**
ROAD & BRIDGE PCT.#4		
ABLE FASTENER, INC.	90.62	390780
SPIDLE & SPIDLE	575.24	390784
CITY OF BEAUMONT - WATER DEPT.	18.12	390809
ENTERGY	1,279.61	390824
HYDRAULIC & AIR REPAIR	367.20	390830
MUNRO'S	145.01	390849
SMART'S TRUCK & TRAILER, INC.	343.66	390867
TRI-CON, INC.	4,869.26	390883
ULINE SHIPPING SUPPLY SPECIALI	50.54	390885
DEPARTMENT OF INFORMATION RESOURCES	.04	390905
UNITED STATES POSTAL SERVICE	3.62	390912
VULCAN INC	3,942.88	390931
MARTIN PRODUCT SALES LLC	583.16	390956
ON TIME TIRE	128.00	391005
ASCO	1,022.04	391015
SUBURBAN PROPANE L.P.	548.44	391023
		13,967.44**
ENGINEERING FUND		
UNITED STATES POSTAL SERVICE	7.40	390912
		7.40**
PARKS & RECREATION		
ENTERGY	437.10	390824
PROMO FRAMES	145.98	390989
		583.08**
GENERAL FUND		
MCGRIFF, SEIBELS & WILLIAMS OF TX	418,200.79	390933
		418,200.79*
TAX OFFICE		

PGM: GMCOMMV2	DATE 03-03-2014		PAGE: 2 150 TOTAL
NAME	AMOUNT	CHECK NO.	
ACE IMAGEWEAR	20.69	390865	
TAX ASSESSOR-COLLECTOR ASSOCIATION	325.00	390873	
DEPARTMENT OF INFORMATION RESOURCES	.29	390905	
UNITED STATES POSTAL SERVICE	1,047.62	390912	
CONTROL GROUP COMPANIES LCC	611.32	391009	2,004.92*
COUNTY HUMAN RESOURCES			
BEAUMONT FAMILY PRACTICE ASSOC.	25.00	390797	
OFFICE DEPOT	166.82	390853	
UNITED STATES POSTAL SERVICE	12.02	390912	203.84*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	8.86	390912	8.86*
COUNTY CLERK			
FED EX	5.76	390820	
OFFICE DEPOT	92.94	390853	
XEROX CORPORATION	1,010.86	390894	
CDW COMPUTER CENTERS, INC.	100.19	390901	
UNITED STATES POSTAL SERVICE	876.64	390912	
CLASSIC FORMS AND PRODUCTS	535.84	390935	
THOMSON REUTERS-WEST	115.50	391018	2,737.73*
COUNTY JUDGE			
CHEROKEE COUNTY CLERK	1,144.00	390815	
A. MARK FAGGARD	1,000.00	390819	
OFFICE DEPOT	167.83	390853	
UNITED STATES POSTAL SERVICE	3.21	390912	
JEFF R BRANICK	311.44	390957	
GRACE NICHOLS	500.00	390977	
THOMSON REUTERS-WEST	232.08	391018	3,358.56*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	3.61	390912	3.61*
COUNTY TREASURER			
OFFICE DEPOT	163.62	390853	
UNITED STATES POSTAL SERVICE	235.65	390912	
CLASSIC FORMS AND PRODUCTS	267.00	390935	666.27*
PURCHASING DEPARTMENT			
PORT ARTHUR NEWS, INC.	627.84	390858	
UNITED STATES POSTAL SERVICE	12.08	390912	
TEXAS PUBLIC PURCHASING ASSOCIATION	375.00	390970	1,014.92*
GENERAL SERVICES			
GUARDIAN FORCE	36.00	390782	
B&L MAIL PRESORT SERVICE	2,324.32	390795	
CASH ADVANCE ACCOUNT	30.00	390833	
SPINDLETOP MHMR	32,990.75	390839	
TIME WARNER COMMUNICATIONS	482.62	390875	
REFLECTIONS	217.28	390904	
MCGRIFF, SEIBELS & WILLIAMS OF TX	873,263.52	390933	
CROWN CASTLE INTERNATIONAL	1,332.65	390938	
TEXAS COMPTROLLER OF PUBLIC ACCOUNT	98,765.57	390939	
ROCHESTER ARMORED CAR CO INC	3,858.78	390993	
PATTILLO BROWN & HILL LLP	28,500.00	390998	
DYNAMEX INC	445.59	391026	1,042,247.08*
DATA PROCESSING			
GUARDIAN FORCE	36.00	390782	
OFFICE DEPOT	279.38	390853	
VERIZON WIRELESS	75.98	390909	
SHI GOVERNMENT SOLUTIONS, INC.	7,000.00	390917	

PGM: GMCOMMV2	DATE 03-03-2014	AMOUNT	CHECK NO.	PAGE: 3 151 TOTAL
TIGER DIRECT.COM		81.50	390978	
VOTERS REGISTRATION DEPT				7,472.86*
UNITED STATES POSTAL SERVICE		60.64	390912	
CLEAR CHANNEL RADIO BEAUMONT		4,502.00	390918	
100 PLUS BLACK WOMEN COALITION OF		105.00	391014	
ELECTIONS DEPARTMENT				4,667.64*
HART INTER CIVIC		1,323.00	390827	
CDW COMPUTER CENTERS, INC.		192.59	390901	
ELECTION SYSTEMS & SOFTWARE, INC.		6,057.72	390906	
UNITED STATES POSTAL SERVICE		602.73	390912	
SIERRA SPRING WATER CO. - BT		10.00	390914	
DATA ID SYSTEMS		895.00	390960	
DISTRICT ATTORNEY				9,081.04*
HERNANDEZ OFFICE SUPPLY, INC.		92.00	390828	
JAMES C. HUEBEL		1,204.18	390829	
MANNINGS SCHOOL SUPPLY		59.85	390843	
STEVEN L. WIGGINS		1,138.24	390892	
MIKE KIRKPATRICK		881.25	390898	
UNITED STATES POSTAL SERVICE		560.62	390912	
LEXIS-NEXIS		98.00	390913	
LESLIE WORDEN SR		845.25	390965	
THOMSON REUTERS-WEST		1,498.85	391018	
DISTRICT CLERK				6,378.24*
OFFICE DEPOT		920.56	390853	
UNITED STATES POSTAL SERVICE		239.55	390912	
CRIMINAL DISTRICT COURT				1,160.11*
THOMAS J. BURBANK, P.C.		1,800.00	390804	
LINDA C. CANSLER		800.00	390805	
UNITED STATES POSTAL SERVICE		.41	390912	
RYAN GERTZ		600.00	390987	
58TH DISTRICT COURT				3,200.41*
SOUTHEAST TEXAS WATER		29.95	390868	
UNITED STATES POSTAL SERVICE		.41	390912	
60TH DISTRICT COURT				30.36*
UNITED STATES POSTAL SERVICE		2.45	390912	
136TH DISTRICT COURT				2.45*
UNITED STATES POSTAL SERVICE		.41	390912	
LEXIS-NEXIS		51.00	390913	
172ND DISTRICT COURT				51.41*
OFFICE DEPOT		154.29	390853	
LEXIS-NEXIS		51.00	390913	
252ND DISTRICT COURT				205.29*
ALL AMERICAN MOVING & STORAGE		282.00	390781	
OFFICE DEPOT		246.00	390853	
TEXAS COURT REPORTERS ASSOCIATION		150.00	390878	
UNITED STATES POSTAL SERVICE		340.69	390912	
RYAN L MATUSKA		600.00	390961	
RYAN GERTZ		600.00	390987	
SOUTHEAST TEXAS PSYCHIATRY PA		595.00	390999	
279TH DISTRICT COURT				2,813.69*
PHILLIP DOWDEN		475.00	390792	

PGM: GMCOMMV2	DATE 03-03-2014		PAGE: 4 152 TOTAL
NAME	AMOUNT	CHECK NO.	
LAIRON DOWDEN, JR.	350.00	390817	
UNITED STATES POSTAL SERVICE	.41	390912	
KIMBERLY PHELAN, P.C.	75.00	390952	
JONATHAN L. STOVALL	75.00	390995	975.41*
317TH DISTRICT COURT			
GAYLYN COOPER	325.00	390783	
PHILLIP DOWDEN	1,050.00	390792	
SUSAN OLIVER	325.00	390793	
ANITA F. PROVO	1,275.00	390859	
KEVIN PAULA SEKALY PC	250.00	390864	
CHARLES ROJAS	850.00	390902	
UNITED STATES POSTAL SERVICE	.96	390912	
GLEN M. CROCKER	75.00	390919	
LANGSTON ADAMS	525.00	390927	
JUDY PAASCH	2,233.33	390944	
LUKE NICHOLS	1,025.00	390955	
RYAN L MATUSKA	400.00	390961	
RONALD PLESSALA	325.00	390972	
JONATHAN L. STOVALL	75.00	390995	
STEFANIE L. ADAMS, ATTORNEY AT LAW	225.00	390996	
C. HADEN CRIBBS JR., PC	325.00	391001	9,284.29*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	17.89	390912	
TALON INSURANCE AGENCY, LTD	100.00	390920	117.89*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	2.84	390912	2.84*
JUSTICE COURT-PCT 2			
CASH ADVANCE ACCOUNT	507.39	390833	507.39*
JUSTICE COURT-PCT 4			
DEPARTMENT OF INFORMATION RESOURCES	.46	390905	.46*
JUSTICE COURT-PCT 6			
OFFICE DEPOT	79.12	390853	
UNITED STATES POSTAL SERVICE	31.49	390912	110.61*
JUSTICE COURT-PCT 7			
AT&T	29.39	390870	
DEPARTMENT OF INFORMATION RESOURCES	.39	390905	29.78*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	2.44	390912	
SIERRA SPRING WATER CO. - BT	50.47	390915	52.91*
COUNTY COURT AT LAW NO. 2			
GAYLYN COOPER	300.00	390783	
DAVID W BARLOW	250.00	390796	
THOMAS J. BURBANK, P.C.	250.00	390804	
KEVIN PAULA SEKALY PC	250.00	390864	
UNITED STATES POSTAL SERVICE	54.40	390912	
C. HADEN CRIBBS JR., PC	250.00	391001	1,354.40*
COUNTY COURT AT LAW NO. 3			
UNITED STATES POSTAL SERVICE	17.54	390912	17.54*
COURT MASTER			
VERIZON WIRELESS	93.02	390909	
UNITED STATES POSTAL SERVICE	4.06	390912	

PGM: GMCOMMV2	DATE 03-03-2014	AMOUNT	CHECK NO.	PAGE: 5 153 TOTAL
LEXIS-NEXIS		51.00	390913	
MEDIATION CENTER				148.08*
UNITED STATES POSTAL SERVICE		4.87	390912	
SHERIFF'S DEPARTMENT				4.87*
TEEX		75.00	390788	
BUILDING SPECIALTIES		655.36	390803	
FED EX		65.55	390820	
GT DISTRIBUTORS, INC.		2,060.50	390821	
KAY ELECTRONICS, INC.		55.00	390835	
MOORMAN & ASSOCIATES, INC.		2,550.00	390848	
NATIONAL NARCOTICS DECT. DOG ASSN.		375.00	390850	
OFFICE DEPOT		1,921.80	390853	
NEDERLAND HARDWARE SUPPLY		8.67	390889	
CDW COMPUTER CENTERS, INC.		70.69	390901	
DEPARTMENT OF INFORMATION RESOURCES		.40	390905	
VERIZON WIRELESS		2,824.25	390908	
UNITED STATES POSTAL SERVICE		939.05	390912	
BEAUMONT OCCUPATIONAL SERVICE, INC.		149.25	390921	
FIVE STAR FEED		23.90	390936	
TURBINE AIRCRAFT SERVICES		450.00	390940	
CODE BLUE		1,390.00	390942	
THOMSON REUTERS-WEST		486.57	391018	
AMERICAN TECHNOLOGIES NETWORK CORP		1,516.00	391025	
CRIME LABORATORY				15,616.99*
CASH ADVANCE ACCOUNT		892.15	390833	
AIRGAS SOUTHWEST		56.50	390966	
CAYMAN CHEMICAL COMPANY		66.00	390988	
JAIL - NO. 2				1,014.65*
BEAUMONT TRACTOR COMPANY		25.72	390799	
COASTAL WELDING SUPPLY		37.20	390812	
COBURN'S, BEAUMONT BOWIE (1)		319.26	390813	
GT DISTRIBUTORS, INC.		105.00	390821	
W.W. GRAINGER, INC.		299.15	390822	
HERNANDEZ OFFICE SUPPLY, INC.		3,132.87	390828	
HYGEIA CHEMICAL CO.		1,694.66	390831	
JACK BROOKS REGIONAL AIRPORT		1,332.12	390832	
KINDRA, DBA J&R SERVICES		2,112.04	390836	
KOMMERICAL KITCHENS		4,800.00	390838	
M&D SUPPLY		264.02	390842	
MCNEILL INSURANCE AGENCY		71.00	390846	
MOORE SUPPLY, INC.		558.00	390847	
OFFICE DEPOT		445.74	390853	
OLMSTED-KIRK PAPER		1,042.34	390854	
SANITARY SUPPLY, INC.		4,475.93	390863	
SUTHERLAND LUMBER CO.		317.99	390871	
TIBH INDUSTRIES, INC.		2,229.24	390876	
TEXAS JAIL ASSOCIATION		60.00	390881	
WASTE MGT. GOLDEN TRIANGLE, INC.		3,826.15	390888	
WHOLESALE ELECTRIC SUPPLY CO.		181.75	390891	
WORTH HYDROCHEM		327.00	390893	
LOWE'S HOME CENTERS, INC.		269.44	390924	
LONE STAR UNIFORMS, INC.		179.85	390925	
ULTRA-CHEM, INC.		779.76	390930	
INTERCONTINENTAL JET CORP		559.25	390945	
OPEN TECH		886.08	390958	
AIRGAS SOUTHWEST		361.18	390966	
FIRETROL PROTECTION SYSTEMS, INC.		280.00	390975	
WORLD FUEL SERVICES		230.00	390985	
POWER VAC AMERICA INC		6,768.03	390986	
FIVE STAR CORRECTIONAL SERVICE		50,704.98	390990	
CONMED INC		247,284.05	391013	
MARK BEADLE		16.80	391017	
FROGWASH PRESSURE WASHING		800.00	391019	
JUVENILE PROBATION DEPT.				336,776.60*

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NAME	AMOUNT	CHECK NO.	TOTAL 154
CASH ADVANCE ACCOUNT	1,175.36	390833	
TEXAS PROBATION ASSOCIATION	560.00	390877	
VERIZON WIRELESS	66.50	390909	
UNITED STATES POSTAL SERVICE	22.46	390912	
LYNN BIERHALTER	36.96	390953	
JOHN ANDERSON	84.56	390991	1,945.84*
CONSTABLE PCT 1			
CARPENTER'S TIME CENTER INC.	253.20	390806	
TEXAS STATE UNIVERTY/SAN MARCOS	200.00	390869	
VERIZON WIRELESS	227.94	390909	
UNITED STATES POSTAL SERVICE	61.95	390912	743.09*
CONSTABLE-PCT 2			
VERIZON WIRELESS	113.97	390909	113.97*
CONSTABLE-PCT 4			
DEPARTMENT OF INFORMATION RESOURCES	.56	390905	
VERIZON WIRELESS	113.97	390909	114.53*
CONSTABLE-PCT 6			
SANITARY SUPPLY, INC.	17.26	390863	
VERIZON WIRELESS	113.97	390909	
UNITED STATES POSTAL SERVICE	6.50	390912	
CODE BLUE	144.00	390942	281.73*
CONSTABLE PCT. 7			
AT&T	29.39	390870	
DEPARTMENT OF INFORMATION RESOURCES	.03	390905	
VERIZON WIRELESS	113.97	390909	143.39*
CONSTABLE PCT. 8			
VERIZON WIRELESS	113.97	390909	113.97*
AGRICULTURE EXTENSION SVC			
UNITED STATES POSTAL SERVICE	95.69	390912	95.69*
HEALTH AND WELFARE NO. 1			
CITY OF BEAUMONT	80.00	390791	
BROUSSARD'S MORTUARY	1,138.39	390802	
ENTERGY	70.00	390825	
AUSTIN CECIL WALKES MD PA	3,245.08	390887	
UNITED STATES POSTAL SERVICE	98.37	390912	
CENTERPOINT ENERGY RESOURCES CORP	70.00	390946	
BONNIE SWAIN	149.00	390992	
HEB FOOD DRUG	90.00	391012	4,940.84*
HEALTH AND WELFARE NO. 2			
CITY OF PORT ARTHUR - WATER DEPT.	41.24	390810	
CLAYBAR FUNERAL HOME, INC.	1,500.00	390811	
ENTERGY	70.00	390826	
AT&T	29.39	390870	
AUSTIN CECIL WALKES MD PA	3,245.08	390887	4,885.71*
NURSE PRACTITIONER			
GEORGE V. ZUZUKIN, M.D.	1,000.00	390785	
PHYSICIAN SALES & SERVICE, INC.	235.26	390857	
SIERRA SPRING WATER CO. - BT	9.73	390916	1,244.99*
CHILD WELFARE UNIT			
TARGET STORES DIVISION	770.67	390907	
BEAUMONT OCCUPATIONAL SERVICE, INC.	483.05	390921	

PGM: GMCOMMV2	DATE 03-03-2014	PAGE: 7
NAME	AMOUNT	CHECK NO. TOTAL
J.C. PENNEY'S	368.69	390922
SEARS COMMERICAL CREDIT	397.64	390923
ROBIN FRANK PAYEE	50.00	391008
		2,070.05*
ENVIRONMENTAL CONTROL		
DEPARTMENT OF INFORMATION RESOURCES	.46	390905
		.46*
INDIGENT MEDICAL SERVICES		
KINGS PHARMACY	450.66	390787
CARDINAL HEALTH 110 INC	20,281.12	391021
		20,731.78*
EMERGENCY MANAGEMENT		
VERIZON WIRELESS	150.00	390908
		150.00*
MAINTENANCE-BEAUMONT		
AAA LOCK & SAFE	78.70	390778
GUARDIAN FORCE	72.00	390782
ART SIGNS & DECALS	774.00	390794
BUILDING SPECIALTIES	150.00	390803
CERTIFIED LABORATORIES	395.28	390808
CITY OF BEAUMONT - WATER DEPT.	8,446.36	390809
COBURN'S, BEAUMONT BOWIE (1)	12.47	390813
ENTERGY	43,756.93	390824
M&D SUPPLY	191.60	390842
MCCOWN PAINT & SUPPLY OF TEXAS	138.43	390844
OFFICE DEPOT	162.92	390853
SAM'S WESTERN WEAR, INC.	1,438.50	390862
SANITARY SUPPLY, INC.	79.50	390863
ACE IMAGEWEAR	457.60	390865
AT&T	4,741.36	390870
MSC SYSTEMS	75.00	390896
DEPARTMENT OF INFORMATION RESOURCES	7,018.92	390905
OTIS ELEVATOR COMPANY	2,756.00	390937
VOSS LIGHTING	819.00	390959
ATTABOY TERMITE & PEST CONTROL	447.54	390983
AI FILTER SERVICE COMPANY	732.70	391000
EMERGENCY POWER SERVICE	3,789.80	391003
ORANGE COUNTY INDUSTRIAL INC	765.00	391022
MEMBER'S BUILDING MAINTENANCE LLC	22,687.31	391024
		99,686.92*
MAINTENANCE-PORT ARTHUR		
AT&T	1,260.36	390870
DEPARTMENT OF INFORMATION RESOURCES	2.56	390905
TEXAS GAS SERVICE	870.33	390934
		2,133.25*
MAINTENANCE-MID COUNTY		
DEPARTMENT OF INFORMATION RESOURCES	.69	390905
		.69*
SERVICE CENTER		
KINSEL FORD, INC.	325.14	390837
M&D SUPPLY	6.60	390842
PHILPOTT MOTORS, INC.	421.00	390856
TRI-CON, INC.	2,174.51	390883
TRAILER HITCH DEPOT	238.95	390903
VERIZON WIRELESS	106.84	390909
PETROLEUM TRADERS CORPORATION	24,416.25	390910
THE BLIND FACTORY	223.00	390926
BUMPER TO BUMPER	272.11	390943
ROBERT'S TEXACO XPRESS LUBE	333.50	390974
INTERSTATE ALL BATTERY CENTER - BMT	395.80	390982
UNIFIRST HOLDINGS INC	22.23	390984
MIGHTY OF SOUTHEAST TEXAS	62.94	390997
EASTEX PRESSURE WASHERS	181.50	391002
		29,180.37*
VETERANS SERVICE		

PGM: GMCOMMV2	DATE 03-03-2014	PAGE: 8
NAME	AMOUNT	CHECK NO. TOTAL
UNITED STATES POSTAL SERVICE	2.31	390912 2.31*
MOSQUITO CONTROL FUND		2,040,104.37**
MUNRO'S	98.95	390849
RITTER @ HOME	75.59	390860
DEPARTMENT OF INFORMATION RESOURCES	.18	390905
BROTHER MARINE-DOOR & HYDRAULIC	75.00	391011 249.72**
J.C. FAMILY TREATMENT CT.		
JUDY PAASCH	50.00	390944 50.00**
LAW LIBRARY FUND		
YVONNE COOPER	150.00	390814
JONES MCCLURE PUBLISHING, INC.	101.00	390834
THOMSON REUTERS-WEST	11,726.79	391018 11,977.79**
EMPG GRANT		
VERIZON WIRELESS	183.79	390908 183.79**
JUVENILE PROB & DET. FUND		
VERIZON WIRELESS	32.00	390909 32.00**
IV-E FOSTER CARE		
VERIZON WIRELESS	32.00	390909 32.00**
COMMUNITY SUPERVISION FND		
DEPARTMENT OF INFORMATION RESOURCES	2.99	390905
VERIZON WIRELESS	120.54	390909
UNITED STATES POSTAL SERVICE	84.30	390912
JCCSC	402.00	390994 609.83**
JEFF. CO. WOMEN'S CENTER		
BELL'S LAUNDRY	1,031.60	390800
ENTERGY	1,227.67	390824
LUBE SHOP	41.24	390841
M&D SUPPLY	175.66	390842
KIM MCKINNEY, LPC, LMFT	420.00	390845
SYSCO FOOD SERVICES, INC.	1,798.80	390872
BURT WALKER PARTNERS, LTD	4,500.00	390886
WASTE MGT. GOLDEN TRIANGLE, INC.	1,847.58	390888
PETTY CASH - RESTITUTION I	185.64	390895
DEPARTMENT OF INFORMATION RESOURCES	.11	390905
VERIZON WIRELESS	32.08	390909
BEN E KEITH FOODS	1,456.66	390941 12,717.04**
COUNTY CLERK - RECORD MGT		
MANATRON	55,577.52	390963 55,577.52**
COUNTY CLK RECORDS ARCHIV		
MANATRON	24,604.38	390963 24,604.38**
COUNTY RECORDS MANAGEMENT		
AMERICAN ASSN. STATE LOCAL HISTORY	115.00	390779
TEXAS HISTORICAL COMMISSION	110.00	390879
TEXAS HISTORICAL COMMISSION	110.00	390880
LINDA MCMAHEN	35.84	390954
TEXAS ARCHEOLOGICAL SOCIETY	55.00	390968 425.84**
J.P. COURTROOM TECH. FUND		
VERIZON WIRELESS	113.97	390909 113.97**
HOTEL OCCUPANCY TAX FUND		

PGM: GMCOMMV2	DATE 03-03-2014	PAGE: 9
NAME	AMOUNT	CHECK NO.
		TOTAL
ENTERGY	1,734.36	390824
CASH ADVANCE ACCOUNT	195.17	390833
M&D SUPPLY	15.90	390842
MUNRO'S	196.75	390849
OFFICE DEPOT	55.76	390853
TIME WARNER COMMUNICATIONS	100.65	390874
TRI-CITY COFFEE SERVICE	61.15	390884
WASTE MGT. GOLDEN TRIANGLE, INC.	79.12	390888
DEPARTMENT OF INFORMATION RESOURCES	7.64	390905
VERIZON WIRELESS	37.99	390909
UNITED STATES POSTAL SERVICE	43.01	390912
LA RUE ROUGEAU	76.16	390962
JESSIE DAVIS	63.84	390967
TACVB	325.00	390973
TEXAS TRAVEL COUNSELORS CONFERENCE	90.00	390976
MATERA PAPER COMPANY INC	187.14	391016
		3,269.64**
FBI FIRING RANGE REPAIR		
SHERWIN-WILLIAMS	20.40	390866
		20.40**
CAPITAL PROJECTS FUND		
CARROLL & BLACKMAN, INC.	2,122.50	390786
BRANCE KRACHY CO., INC.	59.01	390801
TOM-MAC INC	13,730.00	390981
EASTEX PRESSURE WASHERS	443.92	391002
ORANGE COUNTY INDUSTRIAL INC	2,623.00	391022
HOWELL FURNITURE GALLERIES	4,917.95	391027
		23,896.38**
AIRPORT FUND		
DEPARTMENT OF INFORMATION RESOURCES	.76	390905
VERIZON WIRELESS	75.98	390909
BLUE GLOBES	724.22	390964
JAN PAK, INC	436.00	390979
WILLIAMS FIRE & HAZARD CONTROL	1,294.96	391010
		2,531.92**
SE TX EMP. BENEFIT POOL		
HOLMES MURPHY	13,750.00	390951
		13,750.00**
SETEC FUND		
ALL STAR PLUMBING	1,700.00	390789
PCM-G	585.90	390980
		2,285.90**
WORKER'S COMPENSATION FD		
MCGRIFF, SEIBELS & WILLIAMS OF TX	144,032.00	390933
TRISTAR RISK MANAGEMENT	16,120.75	390947
TRISTAR RISK MANAGEMENT	3,407.51	390948
TRISTAR RISK MANAGEMENT	1,613.14	390949
		165,173.40**
D.A.'S FORFEITURED FUNDS		
SIRIUS COMPUTER SOLUTIONS INC.	822.10	390929
		822.10**
SHERIFF'S FORFEITURE FUND		
DELL MARKETING L.P.	165.73	390816
CDW COMPUTER CENTERS, INC.	89.79	390901
AERO PRODUCTS	624.88	390928
		880.40**
PAYROLL FUND		
JEFFERSON CTY. - FLEXIBLE SPENDING	10,486.00	390749
CLEAT	360.00	390750
JEFFERSON CTY. TREASURER	19,472.63	390751
RON STADTMUELLER - CHAPTER 13	1,717.50	390752
INTERNAL REVENUE SERVICE	150.00	390753
INTERNAL REVENUE SERVICE	579.67	390754
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,180.00	390755

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. COMMUNITY SUP.	9,565.20	390756	
JEFFERSON CTY. TREASURER - HEALTH	403,070.98	390757	
JEFFERSON CTY. TREASURER - GENERAL	35.00	390758	
JEFFERSON CTY. TREASURER - PAYROLL	1,556,934.69	390759	
JEFFERSON CTY. TREASURER - PAYROLL	629,621.48	390760	
MONY/MLOA	275.61	390761	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,408.56	390762	
UNITED WAY OF BEAUMONT& N JEFFERSON	38.92	390763	
JEFFERSON CTY. TREASURER - TCDRS	589,617.89	390764	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	2,228.31	390765	
JEFFERSON COUNTY TREASURER	2,513.33	390766	
JEFFERSON COUNTY - TREASURER -	5,306.14	390767	
NECHES FEDERAL CREDIT UNION	67,042.94	390768	
JEFFERSON COUNTY - NATIONWIDE	47,554.98	390769	
TENNESSEE CHILD SUPPORT	115.38	390770	
NCO FINANCIAL SYSTEMS INC	121.96	390771	
FMS DMS PIONEER	34.62	390772	
SBA - U S DEPARTMENT OF TREASURY	168.49	390773	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	390774	
U S DEPARTMENT OF TREASURY	314.95	390775	
WILLIAM E HEITKAMP	682.50	390776	
JOHN TALTON	235.38	390777	
			3,356,950.34**
GUARDIANSHIP FEE			
JOSHUA C HEINZ	600.00	391007	600.00**
ORCA - IKE			
SIMCO ENTERPRISES, LTD	65,102.10	390818	
MK CONSTRUCTORS	119,099.60	391006	184,201.70**
MARINE DIVISION			
ROGERS AUTO PARTS, INC.	68.28	390861	
SANITARY SUPPLY, INC.	72.87	390863	
TRI-CON, INC.	6,628.69	390883	
NEDERLAND HARDWARE SUPPLY	6.60	390889	
MOTOROLA SOLUTIONS INC	12,446.00	390899	
DEPARTMENT OF INFORMATION RESOURCES	202.24	390905	
VERIZON WIRELESS	341.91	390908	
UNITED BATTERIES & ACCESSORIES	150.00	390969	19,916.59**
ASAP - CONSTABLE PCT 8			
OFFICE DEPOT	218.49	390853	218.49**
2009 PORT SECURITY			
CITY OF BEAUMONT	274,049.06	390790	
CITY OF BEAUMONT	272,652.73	391029	546,701.79**
2013 PORT SECURITY GRANT			
MOTOROLA SOLUTIONS INC	417,819.00	390899	417,819.00**
SHERIFF-SPINDLETOP HEALTH			
CODE BLUE	660.00	390942	
CALDWELL COUNTRY CHEVROLET	28,255.00	390950	28,915.00**
			6,933,137.86***

**AGENDA ITEM****March 3, 2014**

Consider, possibly approve and receive and file Amended Road Reports of each Jefferson County Commissioner with the County Clerk with a copy in the Grand Jury Room as required by Sec. 251.005, Texas Transportation Code.

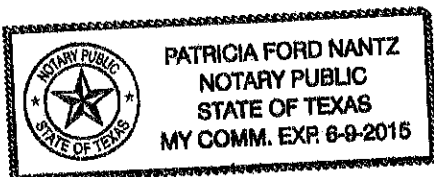
COUNTY OF Jefferson

"REVISED 2013 ROAD REPORT FORM"

PRECINCT NO. 1

ANNUAL ROAD REPORT

1. Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert or bridge degradation: Generally Good Condition. However, North China Rd, South China Rd, Aggie Dr., Pine Island Rd., Keith, Walden, Tram it appears the primary damage is due to overweight truck traffic.
2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: \$1,050,504.00 approximate total for the administrative and maintenance of roads see complete 2013-2014 budget.
3. Number of traffic control devices in the precinct defaced or torn down: None--signs and traffic control devices are replaced/repared when found to be damaged or in need of replacement.
4. Any new road that should be opened in the precinct: None identified at this time review pending.
5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: See 2013-2014 R&B Pct#1 budget

Submitted by the undersigned on this 25 day of February, 2014Eddie ArnoldCommissioner, Precinct #1Subscribed and sworn to, before me, the undersigned authority, this 25 day of February, 2014.

Patricia Ford Nantz
Notary Public

Jefferson County TexasMy commission expires: 06-09-2015

[File in minutes and submit to grand jury with a copy of any road work contracts for past year during ninth month of county fiscal year -- Section 251.005, Transportation Code]

Item 1 has been revised to include the primary cause of any road, culvert or bridge degradation (likely overweight oil & gas truck traffic) as required by S.B. 1747

COUNTY OF JEFFERSON

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"Revised 2013 Road Report Form"

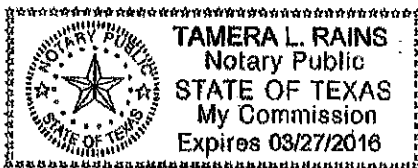
PRECINCT NO. 2

ANNUAL ROAD REPORT

1. Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert or bridge degradation: Generally Good Condition; however, Garner road and Hillebrandt road it appears the primary damage is due to overweight truck traffic.
2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: \$1,309,753 approximate total for the administrative and maintenance of roads see complete 2013-2014 budget.
3. Number of traffic control devices in the precinct defaced or torn down: None signs and traffic control devices are replaced/repared when found to be damaged or in need of replacement
4. Any new road that should be opened in the precinct; None identified at this time review pending.
5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: See 2013-2014 Road & Bridge Precinct 2 budget.

Submitted by the undersigned on this 24th day of February, 2014Brent Weaver

Commissioner, Precinct 2

Subscribed and sworn to, before me, the undersigned authority, this 24th day of February 2014.Tamera L Rains
Notary PublicJefferson County Texas
My commission expires: 3/27/2016

[File in minutes and submit to grand jury with a copy of any road work contracts for past year during ninth month of county fiscal year – Section 251.005, Transportation Code]

COUNTY OF Jefferson

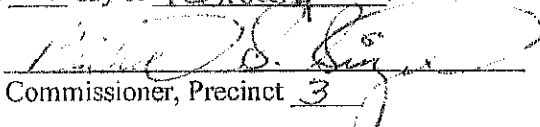
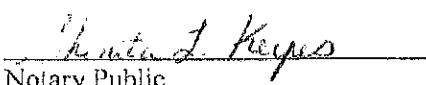
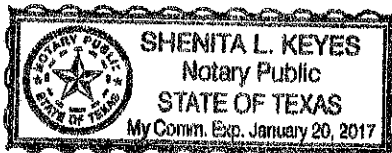
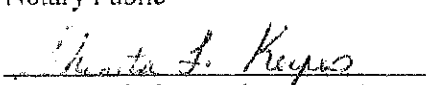
ANNUAL ROAD REPORT

PRECINCT NO. 3

REVISED 2013

ANNUAL ROAD REPORT

1. Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert or bridge degradation:
Good to Excellent Condition
2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: 4,000,000
3. Number of traffic control devices in the precinct defaced or torn down: 5 % as needed
4. Any new road that should be opened in the precinct: Under Study at this time
5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: Only those budgeted for in my 2013-2014 Budget

Submitted by the undersigned on this 26 day of February

 Commissioner, Precinct 3
Subscribed and sworn to, before me, the undersigned authority, this 26 day of February.

 Notary Public


 My commission expires: 1-20-2017

[File in minutes and submit to grand jury with a copy of any road work contracts for past year during ninth month of county fiscal year – Section 251.005, Transportation Code]

Item 1 has been revised to include the primary cause of any road, culvert or bridge degradation (likely overweight oil & gas truck traffic) as required by S.B. 1747

COUNTY OF JEFFERSON

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PRECINCT NO. 4

REVISED ANNUAL ROAD REPORT

1. Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert or bridge degradation:

Generally Good Condition. Primary cause of damage is overweight oil field truck traffic.

2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: \$1,310,485.00 (approximate amount from 2013-2014 budget.)

3. Number of traffic control devices in the precinct defaced or torn down: None

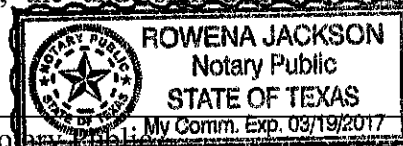
4. Any new road that should be opened in the precinct: All roads should be open. (Clark Road was taken off the County inventory 8/26/13.)

5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: See Precinct # 4 2013-2014 Budget.

Submitted by the undersigned on this 13 day of December 2013

[Signature]
Commissioner, Precinct 4

Subscribed and sworn to, before me, the undersigned authority, this 13 day of December 2013.



[Signature]
My commission expires: 12/19/2017

[File in minutes and submit to grand jury with a copy of any road work contracts for past year during ninth month of county fiscal year – Section 251.005, Transportation Code]

Item 1 has been revised to include the primary cause of any road, culvert or bridge degradation (likely overweight oil & gas truck traffic) as required by S. B. 1747

**AGENDA ITEM****March 3, 2014**

Consider and possibly approve an Order to renew and expand the Golden Pass Reinvestment Zone pursuant to Sec. 312.203, Texas Tax Code.

STATE OF TEXAS § IN THE COMMISSIONERS COURT

COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON
COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE
PURSUANT TO SEC 312. 203 OF THE TAX CODE
(THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the ____ day of _____, 2014 on motion made by _____, Commissioner of Precinct No ____, and seconded by _____, Commissioner of Precinct No ____, the following Order was adopted

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the County to renew the Order establishing the Golden Pass Reinvestment Zone near Sabine Pass, Jefferson County, TX, pursuant to Sec. 312. 203, Tax Code (The Property Redevelopment and Tax Abatement Act) and to reincorporate an area which was previously incorporated in this Zone pursuant to the Reinvestment Zone Order of June 20, 2005. There were two parcels originally incorporated being Tract One, 178.2 acres of land and Tract Two, 25.76 acres of land in the 2005 Order that were omitted when the Commissioners Court expanded the Reinvestment Zone pursuant to Order dated May 1, 2006 and these parcels are necessary for expansion of the Golden Pass LNG facility.

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF
JEFFERSON COUNTY, TEXAS

- Section 1. That the Commissioners Court hereby renews the designation of the property, (Golden Pass Reinvestment Zone,) further described in the legal description attached hereto as Exhibit "A", to specifically include Tracts One and Two and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone")
- Section 2 That the Commissioners Court finds that the Zone area continues to meet the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)
- Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas and a tax abatement agreement has been executed and currently exists between Golden Pass LNG Terminal LP and Jefferson County

- Section 4. The Commissioners Court finds that such improvements made by Golden Pass LNG Terminal LP will benefit the Zone after the expiration of the agreement
- Section 5. The Commissioners Court finds that renewal of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community
- Section 6. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this _____ day of _____, 2014.

JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No 4

TRACT ONE
178.2 ACRES OF LAND
PART OF DIVISION A, DENNIS GAHAGAN LEAGUE, ABSTRACT NO. 123,
JEFFERSON COUNTY, TEXAS

300123-000-123300-00000-3

A tract of land containing 178.2 acres of land out of and part of Divisions A, Dennis Gahagan League, Abstract No. 123; said Division being according to the partition of the Dennis Gahagan League as shown on a map or plat recorded in Vol. T, Page 181, Deed Records, Jefferson County, Texas; said tract being more fully described by metes and bounds as follows, to wit:

COMMENCING at a common corner of Division B and Division 8 on the South line of Division A; said corner being marked by a concrete monument with a brass disc set by Houston Oil Company in March 1939 and identified as G-71;

THENCE North 70 deg., 03 min., 15 sec., East, on the common line of said Divisions A and 8, a distance of 758.40' to a Houston Oil Company concrete monument found and identified as G-72;

THENCE North 71 deg., 30 min., 39 sec., West, a distance of 7865.00' to a point;

THENCE South 08 deg., 00 min., 00 sec., West, a distance of 273.44' to a point for corner of the POINT OF BEGINNING on the Southerly bank line of the Sabine Neches Ship Channel; said point for corner being the Northeast corner of the herein described tract;

THENCE South 08 deg., 00 min., 00 sec., West, a distance of 54.35' passing a ½" steel rod, capped and marker "SOUTEX", found for reference point; continuing for a total distance of 2674.77' to a ½" steel rod found, capped and marked "SOUTEX", found for corner;

THENCE South 84 deg., 00 min., 00 sec., East, a distance of 2981.70' to a point for corner for the Southeast corner of the herein described tract; from which a Houston Oil Company concrete monument found and identified as G-61 bears South 84 deg., 00 min., 00 sec., East, a distance of 607.90';

THENCE West, a distance of 4724.56' to a ½" steel rod set, capped and marked "SOUTEX" on the Easterly right of way line of a dedicated road named State Highway 87; said 1/2" steel rod being the Southwest corner of the herein described tract;

THENCE on the Easterly right of way line of said State Highway 87, on the arc of a curve to the right having a radius of 2804.79', on arc length of 572.45', a chord bearing of North 10 deg., 04 min., 08 sec., West, a chord distance of 571.46' to a ½" steel rod set, capped, and marked "SOUTEX" for corner;

THENCE North 04 deg., 13 min., 19 sec., West, continuing on the Easterly right of way line of said State Highway 87, a distance of 2612.47' to a ½" steel rod set, capped, and marked 'SOUTEX' for corner;

THENCE continuing on the Easterly right of way line of said State Highway 87, on the arc of a curve to the left having a radius of 2924.79', an arc length of 739.27', a chord bearing of North 11 deg., 25 min., 52 sec., West, a chord distance of 737.30' to a ½" steel rod set, capped and marked 'SOUTEX' for the Northwest corner of the herein described tract;

THENCE South 59 deg., 40 min., 00 sec., East, a distance of 1403.91' to a 1" steel pipe found for corner;

THENCE North 27 deg., 39 min., 24 sec., East, a distance of 543.75' passing a ½" steel rod set, capped, and marked "SOUTEX" for reference point; continuing for a total distance of 638.86' to a point for corner on the Southerly bank line of said Sabine Neches Ship Channel;

THENCE on the Southerly bank line of said Sabine Neches Ship Channel:

South 40 deg., 29 min., 12 sec., East, a distance of 150.04' to a point for corner;

South 50 deg., 38 min., 39 sec., East, a distance of 122.83' to a point for corner;

South 56 deg., 37 min., 20 sec., East, a distance of 332.84' to a point for corner;

South 35 deg., 23 min., 13 sec., East, a distance of 142.19' to a point for corner;

South 50 deg., 13 min., 11 sec., East, a distance of 237.49' to a point for corner;

South 66 deg., 09 min., 57 sec., East, a distance of 356.69' to the POINT OF BEGINNING and containing 178.2 acres of land.

Note: All bearings and distances are based upon State Plane Coordinate Grid System, NAD 83, Texas South Central Zone, Scale Factor = 0.999891228

Note: All of the Divisions referred to above are according to the partition of the Dennis Gahagan League, Abstract No. 123, Jefferson County, Texas, as shown on a map or plot recorded in Volume T, Page 181, Deed Records, Jefferson County, Texas.

This description is bases on the Land Title Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on October 12, 2005

Golden Pass LNG Terminal LP
LS-05-1004

TRACT TWO
25.76 ACRES OF LAND (SUBMERGED)
PART OF DIVISION A, DENNIS GAHAGAN LEAGUE, ABSTRACT NO. 123,
JEFFERSON COUNTY, TEXAS

300123-000-123500-00000-8

A tract of land 25.76 acres of land, being submerged land out of and part of Divisions A, Dennis Gahagan League, Abstract No. 123; said Division being according to the partition of the Dennis Gahagan League as shown on a map or plat recorded in Vol. T, Page 181, Deed Records, Jefferson County, Texas; said tract being more fully described by metes and bounds as follows, to wit:

COMMENCING at a common corner of Division B and Division 8 on the South line of Division A; said corner being marked by a concrete monument with a brass disc set by Houston Oil Company in March 1939 and identified as G-71;

THENCE North 70 deg., 03 min., 15 sec., East, on the common line of said Divisions A and 8, a distance of 758.40' to a Houston Oil Company concrete monument found and identified as G-72;

THENCE North 71 deg., 30 min., 39 sec., West, a distance of 7865.00' to a point for corner for the POINT OF BEGINNING and being an angle point on the Easterly line of the herein described tract;

THENCE South 08 deg., 00 min., 00 sec., West, a distance of 273.44' to a point for corner on the Southerly bank line of the Sabine Neches Ship Channel; said point for corner being the Southeast corner of the herein described tract;

THENCE on the Southerly bank line of said Sabine Neches Ship Channel:

North 66 deg., 09 min., 57 sec., West, a distance of 356.69' to a point of corner;

North 50 deg., 13 min., 11 sec., West, a distance of 237.49' to a point for corner;

North 35 deg., 23 min., 13 sec., West, a distance of 142.19' to a point for corner;

North 56 deg., 37 min., 20 sec., West, a distance of 332.84' to a point for corner;

North 50 deg., 38 min., 39 sec., West, a distance of 122.83' to a point for corner;

North 40 deg., 29 min., 12 sec., West, a distance of 150.04' to a point for corner for the Southwest corner of the herein described tract;

THENCE North 27 deg., 39 min., 24 sec., East, a distance of 762.62' to a point for corner on the called centerline of said Sabine Neches Ship Channel; said point for corner being the Northwest corner of the herein described tract;

THENCE on the called centerline of said Sabine Neches Ship Channel, on the arc of a curve to the left having a radius of 9573.41' on arc length of 944.77', a chord bearing of South 68 deg., 28 min., 54 sec., East, a chord distance of 944.38' to a point for corner;

THENCE South 71 deg., 30 min., 39 sec., East, continuing on the centerline of said Sabine Neches Ship Channel, a distance of 141.95' to a point for corner for the Northeast corner of the herein described tract;

THENCE South 18 deg., 29 min., 21 sec., West, a distance of 843.99' to the POINT OF BEGINNING and containing 25.76 acres of land, being submerged land.

Note: All bearings and distances are based upon State Plane Coordinate Grid System, NAD 83, Texas South Central Zone, Scale Factor = 0.999891228.

Note: All of the Divisions referred to above are according to the partition of the Dennis Gahagan League, Abstract No. 123, Jefferson County, Texas, as shown on a map or plot recorded in Volume T, Page 181, Deed Records, Jefferson County, Texas.

This description is based on the Land Title Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on October 12, 2005

Golden Pass LNG Terminal LP
LS-05-1004A



Resolution

STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the _____ day of _____, 2014, on motion made by _____, Commissioner of Precinct No. _____, and seconded by _____, Commissioner of Precinct No. _____, the following Resolution was adopted:

FAIR HOUSING MONTH

WHEREAS, the National Fair Housing Act of 1968 prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits for fair housing in the United States; and

WHEREAS, the principle of fair housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS, the 46th anniversary of the National Fair Housing Law, during the month of April provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans; and

NOW, THEREFORE, BE IT RESOLVED that we the Commissioners Court of Jefferson County, Texas, do hereby recognize April as **FAIR HOUSING MONTH** in Jefferson County and we hereby urge all citizens of the County to become aware of and support Fair Housing Law.

Signed this _____ of _____, 2014.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Permit No. 02-4-14

Precinct No. 3

NOTICE OF PROPOSED PLACEMENT OF
PUBLIC UTILITY LINE/Common CARRIER PIPELINE WITHIN
JEFFERSON COUNTY RIGHT-OF-WAY
(2003 REVISION)

Date 2/18/14

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

Fiberlight LLC (Company) does hereby made application to use
lands belonging to Jefferson County, for the purpose of constructing, maintaining or
repairing a utility or common carrier pipeline for the distribution of
telecom network, location of which is fully described as
follows:

On Hamshire Rd from US-10 South 1820'
Letter Attached: AT&T Service Provider.

10 pages of drawings attached.

Construction will begin on or after 3/1, 20 14.

It is understood that all work will comply with the requirements of the Utility and
Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on
2014, and all subsequent revisions thereof to date.

Company Fiberlight LLC

By Michael Torrey

Title Permits

Address 4635 SW FREEWAY Suite 100

Houston Tx. 77027

Telephone 504-416-5314

Fax No. 504-822-8488

FOR COMMON CARRIER PIPELINE COMPANY ONLY

- 1. Common Carrier Determination form must be attached to application.
- 2. Corporation/Person product is to be purchased from/delivered to:

Enclosed, please find the required application fee:

N/A

road crossing @ \$100.00

\$

N/A

miles parallel @ \$150.00/mile or fraction

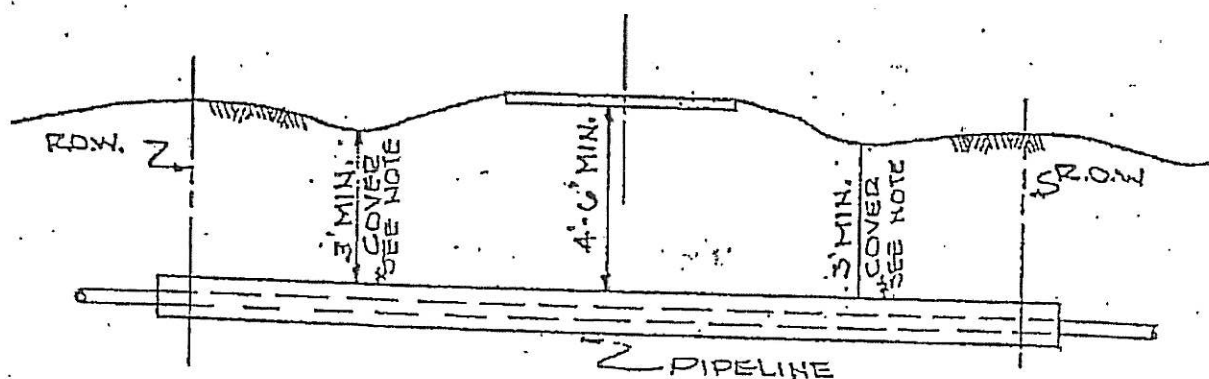
\$

TOTAL

\$

AT&T
SERVICE
PROVIDER

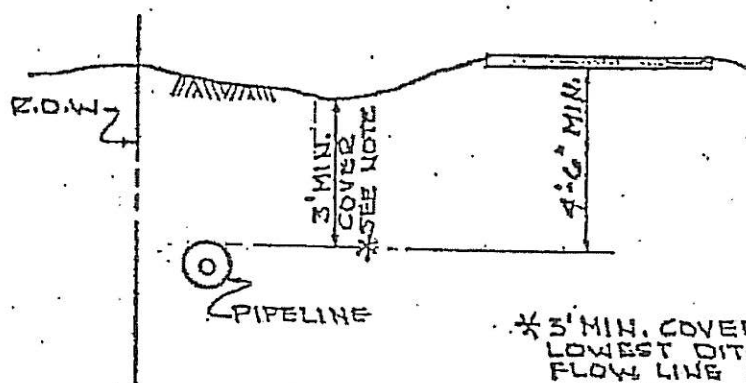
We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.



* 3' MIN. COVER AT LOWEST DITCH FLOW LINE ELEV.

NOTE: CASING TO EXTEND 10' OUTSIDE R.O.W. EACH SIDE OF ROAD.

1. STANDARD PIPELINE CROSSING



* 3' MIN. COVER AT LOWEST DITCH FLOW LINE ELEV.

2. STANDARD PARALLEL LINE

JEFFERSON COUNTY
ENGINEERING DEPARTMENT

PIPELINE DETAILS (STD.)

12-7-79 | NO SCALE | 1 SHEET

ENGINEERING ACTION FORM

The minimum standard bond required is \$ N/A

Donald M. Ross
Director of Engineering

2/24/14
Date

COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ N/A. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By _____
County Judge

Donna L. Nelson
Chairman

Kenneth W. Anderson, Jr.
Commissioner

Rolando Pablos
Commissioner

Brian H. Lloyd
Executive Director



Rick Perry
Governor

RECEIVED
12 OCT 10 PM 3:21
PUBLIC UTILITY COMMISSION
FILING CLERK

Public Utility Commission of Texas

TO: Robin A. Casey
Attorney
Enoch Kever PLLC
600 Congress Ave., Ste. 2800
Austin, TX 78701

Infrastructure and Reliability Division
Legal Division

RE: **Docket No. 40735 – Application of Fiberlight, LLC for Amendment to Its Service Provider Certificate of Operating Authority**

CORRECTED NOTICE OF APPROVAL

This Notice addresses the application of Fiberlight, LLC (Fiberlight or Applicant) for an amendment to its Service Provider Certificate of Operating Authority (SPCOA) No. 60736.¹ The amendment seeks approval to expand its service area from the exchanges of Southwestern Bell Telephone Company d/b/a AT&T Texas (AT&T Texas) and Verizon Southwest (Verizon) to the entire State of Texas. The Public Utility Commission of Texas (Commission) provided notice to interested parties. More than 15 days have passed since the completion of notice. No protests, motions to intervene, or requests for hearing were filed. Applicant and Commission Staff are the only parties to this proceeding. Commission Staff recommended approval of the application. The application is approved.

Statutory Findings

1. Fiberlight is a Delaware limited liability company formed on March 17, 2005, with authorization to transact business in the State of Texas as a foreign limited liability company as of May 4, 2005.

¹Application of FiberLight, LLC for a Service Provider Certificate of Operating Authority, Docket No. 31459, Notice of Approval (Sep. 8, 2005).

An Equal Opportunity Employer



Printed on recycled paper

2. Applicant currently holds SPCOA No. 60736.
3. Fiberlight currently provides data, facilities-based, and resale telecommunications services within the exchanges served by AT&T Texas and Verizon.
4. Fiberlight will continue to provide Business-Only: T-1 Private Line and Optical Services.
5. Applicant seeks approval to expand its service area from the exchanges of AT&T Texas and Verizon to the entire State of Texas.
6. Fiberlight will continue to provide at least one customer service representative per 2,500 customers during normal business hours.
7. Any equipment provided by Applicant shall be 911 compliant and local number portability capable
8. Fiberlight has established a toll-free customer service number, an office phone number, a fax number, a website address, and an email address.
9. Fiberlight was required to provide clarifying and/or supplemental technical information concerning this application for amendment regarding its status with the Texas Comptroller's Office. On September 27, 2012, Applicant filed the clarifying and/or supplemental information, which provided Fiberlight's status.
10. Combined management of Fiberlight consists of key personnel that have accumulated over 109 years of telecommunications experience.
11. Applicant has satisfied the financial qualification requirements of P.U.C. SUBST. R. 26.111 because this amendment does not result in a change to the underlying financial qualification of Fiberlight. Applicant did, however, provide financial statements for the period ending June 30, 2012, under protective order, which demonstrate substantial resources to support the amendment to its application.
12. The application complies with PURA² §§ 54.154-54.159.

² Public Utility Regulatory Act, TEX. UTIL. CODE ANN. §§ 11.001-66.016 (Vernon 2007 & Supp. 2011) (PURA).

13. Fiberlight is not precluded by PURA §§ 54.152 or 54.201 from providing service under its SPCOA.
14. Pursuant to PURA §§ 54.154(b) and 54.155(b), Applicant is entitled to approval of this application, having demonstrated the required financial and technical qualifications to continue to provide existing telecommunications services and continuation of the necessary quality of service to its customers.
15. Fiberlight is currently in compliance with the filing of its 2012 CLEC Annual Report.

Compliance History

16. The Texas Comptroller's Office determined that Applicant is in good standing, not for dissolution or withdrawal, through May 15, 2013, regarding compliance with its rules and statutes.

Complaint History

17. The Commission's Customer Protection Division complaint database revealed no complaints against Fiberlight for the past 60 months.
18. Applicant filed its number of customers confidentially for the past 60 months.
19. The complaint-to-customer ratio is below six percent; therefore, no further investigation is required.
20. Fiberlight committed to continue meeting the quality of service standards as applicable.

Ordering Paragraphs

21. Fiberlight, LLC's request to amend SPCOA No. 60736 is approved.³ SPCOA No. 60736 is amended reflect the expansion of its service area to comprise the entire State of Texas. The name on SPCOA No. 60736 will remain Fiberlight, LLC.
22. Applicant shall be bound by the requirements of P.U.C. SUBST. R. 26.111. Applicant will provide service exclusively under the name approved by the Commission.
23. Applicant shall file any future changes in address, contact representative, and/or telephone numbers in an annual report with the Commission by June 30th of each year. If

³ Administrative approval of this uncontested application has no precedential value in a future proceeding.

the SPCOA holder has any change during the year in the information requested in Section One of the annual report form, then the SPCOA holder shall file an updated form correcting the information in Section One within 30 days of the change.

24. Applicant shall provide a copy of this application and/or the Commission's Notice of Approval, in accordance with the entity's requirements, to all affected Commission on State Emergency Communications (9-1-1) entities prior to providing service to those entities.
25. Applicant's provision of local telephone service to end-users, whether by its own facilities, flat-rate resale, or usage sensitive loop, must also include 9-1-1 emergency telephone service at a level required by the applicable regional plan followed by local telephone service providers under Chapters 771 and 772 of the Texas Health and Safety Code, TEX. HEALTH & SAFETY CODE ANN. §§ 771.001 *et seq.* (Vernon 2010 & Supp. 2011) (the Code) or other applicable law, and any applicable rules and regulations implementing those chapters. Applicant shall diligently work with the Commission on State Emergency Communications, local 9-1-1 entities, and any other agencies or entities authorized by Chapters 771 and 772 of the Code to ensure that all 9-1-1 emergency services, whether provided through the certificate holder's own facilities, flat-rate resale, or usage sensitive loop, are provided in a manner consistent with the applicable regional plan followed by local telephone service providers under Chapters 771 or 772 of the Code or other applicable law and any applicable rules and regulations implementing those chapters. Applicant shall diligently work with the 9-1-1 entities to pursue, in good faith, the mutually agreed goal that the local 9-1-1 entities and emergency service providers experience no increase in their current level of rates and, to the extent technically feasible, no degradation in services as a result of the certification granted herein and the involvement of the certificate holder in the provision of 9-1-1 emergency service.
26. Applicant shall notify all affected 9-1-1 administrative entities at least 30 days prior to activating or using a new NXX in a rate center or upon the commencement of providing local telephone service in any rate center in compliance with P.U.C. SUBST. R. 26.433(d)(3).

27. Applicant shall execute a separate service agreement with each 9-1-1 entity and remit the required 9-1-1 emergency service fee to the 9-1-1 entity pursuant to such agreement in compliance with P.U.C. SUBST. R. 26.435(e)(4).
28. Applicant has committed to and is bound by the quality of service requirements set forth in the Quality of Service Questionnaire. The underlying ILECs continue to be bound by the quality of service requirements contained in P.U.C. SUBST. R. 26.54. Approval of this SPCOA application does not expand the scope of the underlying ILEC's obligation to its own customers.
29. All other motions, requests for entry of specific findings of fact and conclusions of law, and any other requests for general or specific relief, if not expressly granted herein, are hereby denied.

SIGNED AT AUSTIN, TEXAS the 10th day of October 2012.

PUBLIC UTILITY COMMISSION OF TEXAS



ANDREW KANG
ADMINISTRATIVE LAW JUDGE



Control Number: 36021



Item Number: 9

Addendum StartPage: 0

Barry T. Smitherman
Chairman

Donna L. Nelson
Commissioner

Kenneth W. Anderson, Jr.
Commissioner

W. Lane Lanford
Executive Director



Public Utility Commission of Texas

TO: Denise N. Smith
Kelley Drye & Warren LLP
3050 K Street, N.W., Ste. 400
Washington, D.C. 20007

Infrastructure and Reliability Division
Legal Division

RE: **Docket No. 36021 - Application of FiberLight, LLC for an Amendment to its Service Provider Certificate of Operating Authority**

NOTICE OF APPROVAL

This Notice addresses the application of FiberLight, LLC (the Applicant) filed on August 18, 2008, for an amendment to its service provider certificate of operating authority (SPCOA) No. 60736 to expand its service area with the exchanges of Verizon Southwest. The docket was processed in accordance with applicable statutes and Commission rules. The Commission provided notice of the application to interested parties. More than 15 days have passed since the completion of notice. No protests, motions to intervene, or requests for hearing were filed. The Applicant and the Commission Staff (Staff) are the only parties to the proceeding. Staff recommends approval of the application. The application is approved.

Statutory Findings

1. The Applicant is a Delaware limited liability company formed on March 15, 2005, with authority to transact business in the State of Texas.
2. The Applicant has authority to provide local retail service in Florida, Georgia, Maryland, Texas, Virginia, and Washington, D.C.

3. The Applicant has never had any permit, license, or certificate denied or revoked by any state.
4. The Applicant is currently authorized to provide facilities-based, data, and resale telecommunications services within the geographic area of Texas currently served by Southwestern Bell Telephone Company d/b/a AT&T Texas (authorized service area).
5. The Applicant requests to amend its SPCOA to expand its service area to include the exchanges of Verizon Southwest throughout the State of Texas.
6. The application complies with PURA § 54.154(b).
7. The Applicant is not precluded by PURA §§ 54.201 or 54.152 from providing service under an SPCOA.
8. The Applicant is entitled to approval of this application, having demonstrated the financial and technical qualifications to provide service, and the ability to provide the necessary quality of service for its customers, as required by PURA §§ 54.154(b) and 54.155(b).

Complaint History

9. The Office of the Texas Attorney General reported no complaints registered against the Applicant.
10. A check of the Commission's Customer Protection Division complaint database revealed no complaints registered against the Applicant.
11. A check of the Commission's Enforcement & Investigations database revealed no outstanding notices of violation against the Applicant.

12. The Applicant committed in its responses to the Commission's Service Quality Questionnaire to meet the quality of service standards.

Ordering Paragraphs

1. The application of FiberLight, LLC to amend its facilities-based, data, and resale telecommunications service provider certificate of operating authority (SPCOA) is approved.¹ FiberLight, LLC's SPCOA No. 60736 is amended to reflect an expansion of its service area to include the exchanges of Verizon Southwest throughout the State of Texas.
2. The Applicant shall be bound by requirements of P.U.C. SUBST. R. 26.111. Service under this certificate shall be provided exclusively in the name under which the certificate was granted by the Commission.
3. The Applicant shall file any future changes in address, contact representative, and/or telephone numbers in an annual report with the Commission by June 30th of each year *Annual Information Reporting Requirements for a Service Provider Certificate of Operating Authority and/or a Certificate of Operating Authority*, Project No. 27357. If the SPCOA holder has any change during the year in the information requested in Section One of the annual report form, then the SPCOA holder shall file an updated form correcting the information in Section One within 30 days of the change.


¹ Administrative approval of this uncontested application has no precedential value in a future proceeding.

4. The Applicant shall provide a copy of its application and/or the Commission's Notice of Approval, in accordance with the individual entity's requirements, to all affected Commission on State Emergency Communications (9-1-1) entities prior to providing service to those entities.
5. The Applicant's provision of local telephone service to end-users, whether by its own facilities, flat-rate resale, or usage sensitive loop, must also include "9-1-1" emergency telephone service at a level required by the applicable regional plan followed by local telephone service providers under Chapters 771 and 772 of the Texas Health and Safety Code, TEX. HEALTH & SAFETY CODE ANN. §§ 771.001 *et seq.* (Vernon 2003) (the Code) or other applicable law, and any applicable rules and regulations implementing those chapters. The Applicant shall diligently work with the Commission on State Emergency Communications, local "9-1-1" entities, and any other agencies or entities authorized by Chapters 771 and 772 of the Code to ensure that all "9-1-1" emergency services, whether provided through the certificate holder's own facilities, flat-rate resale, or usage sensitive loop, are provided in a manner consistent with the applicable regional plan followed by local telephone service providers under Chapters 771 or 772 of the Code or other applicable law and any applicable rules and regulations implementing those chapters. The Applicant shall diligently work with the "9-1-1" entities to pursue, in good faith, the mutually agreed goal that the local "9-1-1" entities and emergency service providers experience no increase in their current level of rates and, to the extent technically feasible, no degradation in services as a result of the certification granted herein and the involvement of the certificate holder in the provision of "9-1-1" emergency service.
6. The Applicant shall notify all affected 9-1-1 administrative entities at least 30 days prior to activating or using a new NXX in a rate center or upon the commencement of providing local telephone service in any rate center in compliance with P.U.C. SUBST. R. 26.433(d)(3).

7. The Applicant shall execute a separate service agreement with each 9-1-1 entity and remit the required 9-1-1 emergency service fee to the 9-1-1 entity pursuant to such agreement in compliance with P.U.C. SUBST R. 26.435(e)(4).
8. The Applicant has committed to and is bound by the quality of service requirements set forth in the Quality of Service Questionnaire. The underlying incumbent local exchange companies (ILECs) continue to be bound by the quality of service requirements contained in P.U.C. SUBST. R. 26.54. Approval of the SPCOA application does not expand the scope of the underlying ILEC's obligation to its own customers.
9. All other motions, requests for entry of specific findings of fact and conclusions of law, and any other requests for general or specific relief, if not expressly granted herein, are hereby denied.

SIGNED AT AUSTIN, TEXAS the 23rd day of September 2008.

PUBLIC UTILITY COMMISSION OF TEXAS


for SONYA BATCHELOR
ADMINISTRATIVE LAW JUDGE

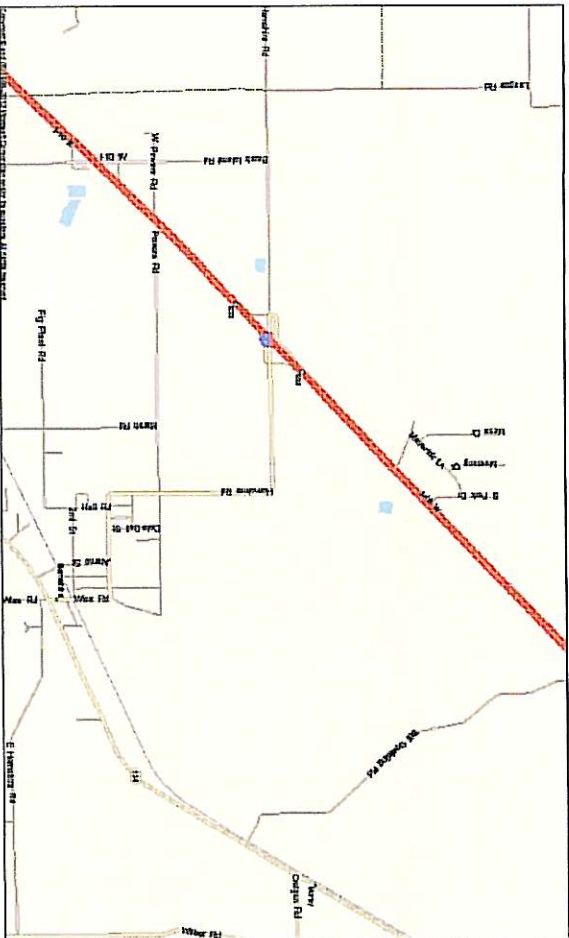
FIBERLIGHT FIBER OPTIC PROJECT

HAMSHIRE RD. (US-10 TO CELL TOWER 2312)
JEFFERSON COUNTY; HAMSHIRE, TEXAS

PROJECT NO. CTXSEGT2312



LOCATION MAP



PROPOSED WORK AREA

VICINITY MAP

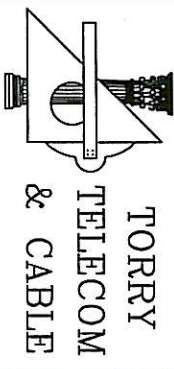
INDEX OF DRAWINGS	SHEET
TITLE SHEET	-
CONSTRUCTION DRAWINGS	1 - 3
GENERAL NOTES	4 - 5
LEGEND KEY	6
TYPICAL DETAILS	7 - 10

Existing Facility Locates
Prior to construction, the contractor shall obtain utility locates by utilizing one of the three following numbers:
Texas Excavation Safety System 1-800-344-8377
Texas One Call System 1-800-245-4545
Lone Star Notification Center 1-800-669-8344

UNIT LIST	TOTAL
CONDUIT	1,730'
BORE	86
HAND HOLES	2
FIBER MARKERS	3
TOTAL FOOTAGE	1,816'



DISCLAIMER
INFORMATION IN THIS DOCUMENT IS
PROPRIETARY AND SHALL NOT BE USED,
COPIED, REPRODUCED OR DISCLOSED IN
WHOLE OR IN PART WITHOUT WRITTEN
CONSENT FROM FIBERLIGHT



1601 GAYOSO ST.
New Orleans, LA 70125
(504) 822-8487

LOCATION: HAMSHIRE RD.

FROM US-10 TO CELL TOWER 2312

JEFFERSON COUNTY; HAMSHIRE, TEXAS

Utility No.: CTXSEGT2312

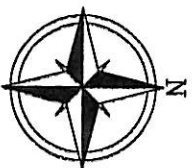
Date: FEB. 17, 2014

DESIGNER: TORRY

REVISIONS

DATE	DESCRIPTION	INITIAL
2/17/14	PRELIMINARY DESIGN	TTC
	BID AND PERMIT	
	CONSTRUCTION	
	AS BUILT	

COVER SHEET



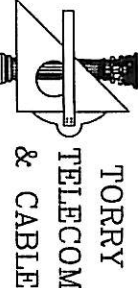
347' PLACE CONDUIT 43' BORE 208' PLACE CONDUIT

DIRECTION OF DESIGN

Utility No.: CTXSEG12312

TOTALS

FIBER THIS SHEET:	
FIBER CUMULATIVE:	
STATIONING	
CONDUIT	
UNIT LIST	QUANTITY
CONDUIT	555
BORE	43'
HAND HOLES	1
FIBER MARKERS	1



1601 GAYOSO ST.
New Orleans, LA 70125
(504) 822-8487

FIBER OPTIC CABLE ROUTE

LOCATION: HAMSHIRE RD.
FROM US-10 TO CELL TOWER 2312
JEFFERSON COUNTY, HAMSHIRE, TEXAS

DATE: FEB. 17, 2014
DESIGNER: TORRY

REVISIONS

DATE	DESCRIPTION	INITIAL
2/17/14	PRELIMINARY DESIGN	TTC
	BID AND PERMIT	
	CONSTRUCTION	
	AS BUILT	

SCALE

HORIZONTAL: 1" = 50'
VERTICAL: N/A

RESTORATION TO CONSTRUCTION WILL BE TO ORIGINAL CONDITION OR BETTER THERE MAY BE MODIFICATIONS TO THE PLANS OR ADJUSTMENTS IN THE FIELD FOR EXISTING UTILITIES OR FACILITIES

DISCLAIMER

INFORMATION IN THIS DOCUMENT IS PRELIMINARY AND SHALL NOT BE USED FOR CONSTRUCTION OR DISCLOSED IN ANY MANNER WITHOUT WRITTEN CONSENT FROM FIBERLIGHT

SHEET 1 OF 3

END OF SHEETS

SEE CTXSEG1418

SEE CTXSEG1417

0+00 PROPOSED FBL
24X36X26 VAULT
PLACE 100' SLACK
PLACE PVC ROUTE MARKER

APPROX. R.O.W.

PLACE (2) 1.25" HDPE CONDUIT
5' OFF OF RIGHT OF WAY.

HAMSHIRE RD.



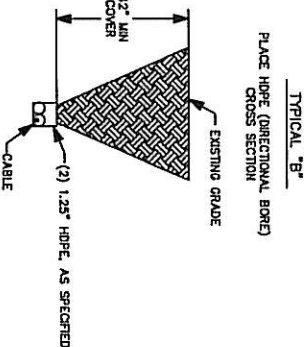
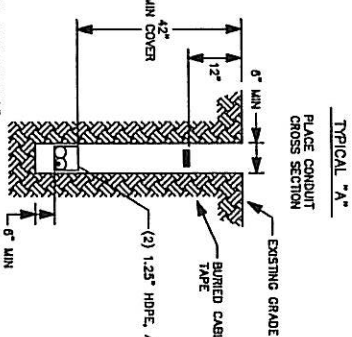
NOTE:
CONTRACTOR MUST LOCATE UTILITIES
PRIOR TO CONSTRUCTION

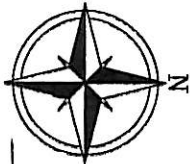
NOTE:
UTILITY LOCATION ON
DRAWINGS ARE GENERAL
IN NATURE AND SHOULD
NOT BE SUBSTITUTED FOR
FIELD VERIFICATIONS.

NOTE:
CONTRACTOR MUST MAINTAIN A 60'
MINIMUM DEPTH WHEN CROSSING ALL
STREETS AND ALLEYS. MAINTAIN 2'
VERTICAL AND 3' HORIZONTAL
CLEARANCE FROM PUBLIC UTILITIES

PROPRIETARY

NOTE:
STRUCTURE MUST BE MADE
WITH ROCK FREE MATERIAL





607' PLACE CONDUIT 43' BORE

DIRECTION OF DESIGN

Utility No. : CTXSEG72312

TOTALS

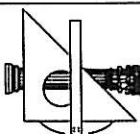
FIBER THIS SHEET: _____

FIBER CUMULATIVE: _____

STATIONING _____

CONDUIT _____

UNIT LIST	QUANTITY
CONDUIT	607'
BORE	43'
HAND HOLES	0
FIBER MARKERS	1



TORRY
TELECOM
& CABLE

1601 GAYOSO ST.
New Orleans, LA 70125
(504) 822-8487

FIBER OPTIC CABLE ROUTE

LOCATION: HAMSHIRE RD.

FROM US-10 TO CELL TOWER 2312

JEFFERSON COUNTY, HAMSHIRE, TEXAS

DATE: FEB. 17, 2014

DESIGNER: TORRY

REVISIONS

DATE	DESCRIPTION	INITIAL
2/17/14	PRELIMINARY DESIGN	TTC
	BID AND PERMIT	
	CONSTRUCTION	
	AS BUILT	

SCALE

HORIZONTAL: 1" = 50'

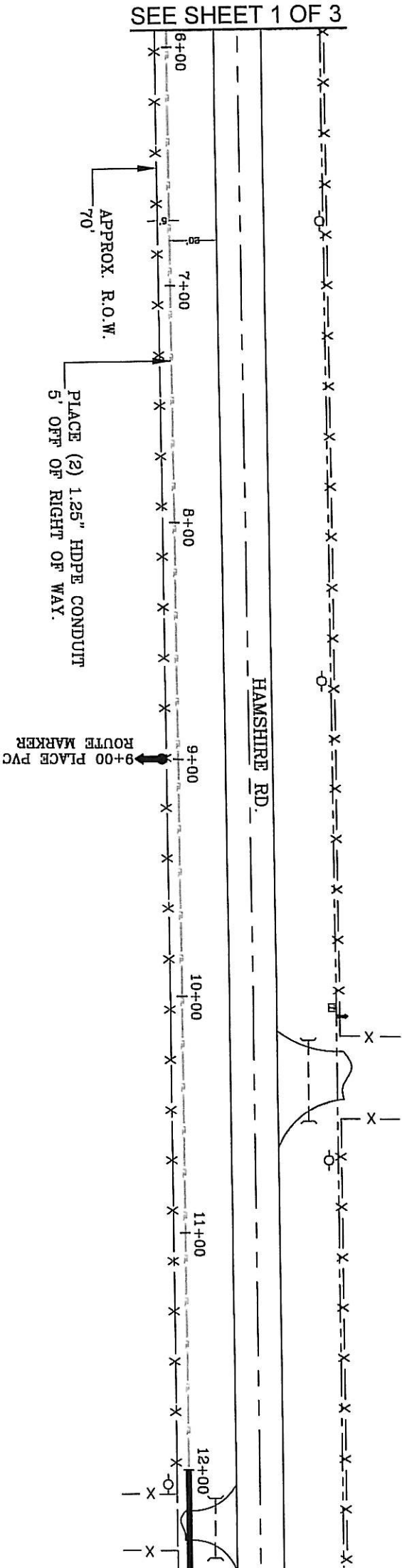
VERTICAL: N/A

RESTORATION TO CONSTRUCTION WILL BE TO ORIGINAL CONDITION OR BETTER THERE MAY BE MODIFICATIONS TO THE PLANS OR ADJUSTMENTS IN THE FIELD FOR EXISTING UTILITIES OR FACILITIES

DISCLAIMER

INFORMATION IN THIS DOCUMENT IS PRELIMINARY AND SHALL NOT BE USED FOR CONSTRUCTION WITHOUT WRITTEN CONSENT FROM FIBERLIGHT

SEE SHEET 1 OF 3



SEE SHEET 3 OF 3



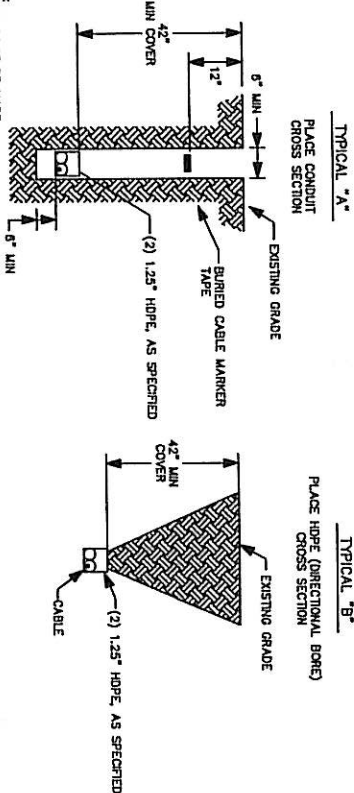
NOTE:
CONTRACTOR MUST LOCATE UTILITIES PRIOR TO CONSTRUCTION

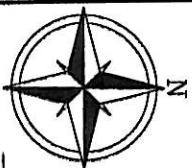
NOTE:
UTILITY LOCATION ON DRAWINGS ARE GENERAL IN NATURE AND SHOULD NOT BE SUBSTITUTED FOR FIELD VERIFICATIONS.

NOTE:
CONTRACTOR MUST MAINTAIN A 60' MINIMUM DEPTH WHEN CROSSING ALL STREETS AND ALLEYS. MAINTAIN 2' VERTICAL AND 3' HORIZONTAL CLEARANCE FROM PUBLIC UTILITIES

PROPRIETARY

NOTE:
BORING MUST BE MADE WITH ROCK FREE MATERIAL





568' PLACE CONDUIT

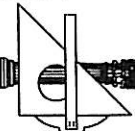
DIRECTION OF DESIGN

Utility No. : CTXSEGT2312

TOTALS

FIBER THIS SHEET:	
FIBER CUMULATIVE:	
STATIONING	
CONDUIT	

UNIT LIST	QUANTITY
CONDUIT	568'
BORE	0'
HAND HOLES	1
FIBER MARKERS	1



TORRY
TELECOM
& CABLE

1601 GAYOSO ST.
New Orleans, LA 70126
(504) 822-8487

FIBER OPTIC CABLE ROUTE
LOCATION: HAMSHIRE RD.
FROM US-10 TO CELL TOWER 2312
JEFFERSON COUNTY, HAMSHIRE, TEXAS

DATE: FEB. 17, 2014
DESIGNER: TORRY

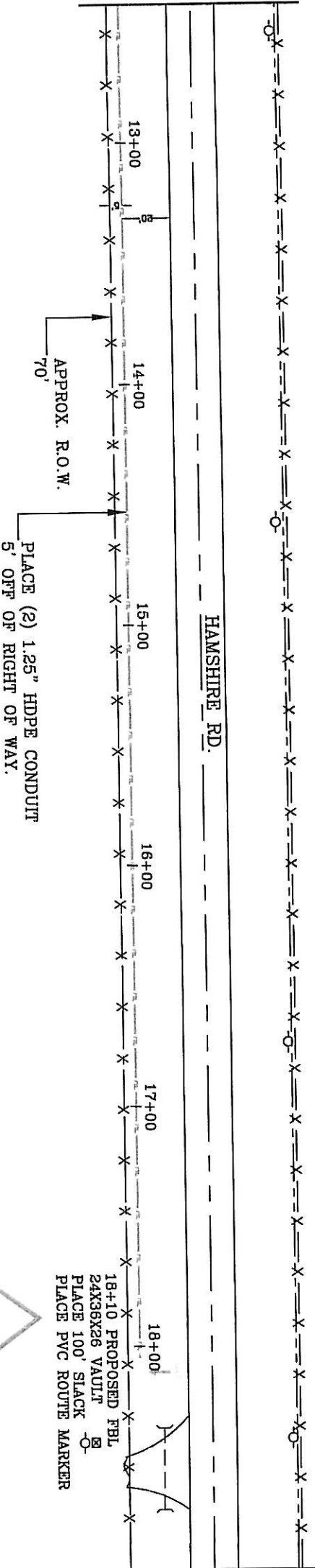
DATE	DESCRIPTION	INITIAL
2/17/14	PRELIMINARY DESIGN	TTC
	BID AND PERMIT	
	CONSTRUCTION	
	AS BUILT	

SCALE
HORIZONTAL: 1" = 50'
VERTICAL: N/A

RESTORATION TO CONSTRUCTION WILL BE TO ORIGINAL CONDITION OR BETTER. THERE MAY BE MODIFICATIONS TO THE PLAN OR ADJUSTMENTS IN THE FIELD EXISTING UTILITIES OR FACILITIES.

DISCLAIMER
OPERATION IN THIS DOCUMENT IS PROVIDED AS IS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND DISCLOSURE IN WRITING FROM FIBERLIGHT.

SEE SHEET 2 OF 3



CELL TOWER
T2312

NOTE:
CONTRACTOR MUST LOCATE UTILITIES PRIOR TO CONSTRUCTION

NOTE:
UTILITY LOCATION ON DRAWINGS ARE GENERAL IN NATURE AND SHOULD NOT BE SUBSTITUTED FOR FIELD VERIFICATIONS.

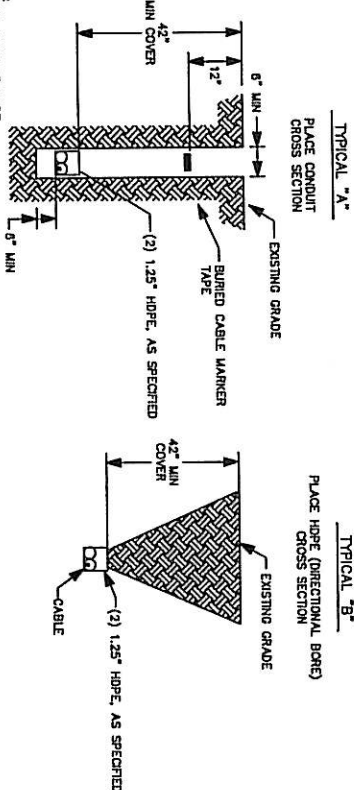
NOTE:
CONTRACTOR MUST MAINTAIN A 60' MINIMUM DEPTH WHEN CROSSING ALL STREETS AND ALLEYS. MAINTAIN 2' CLEARANCE FROM PUBLIC UTILITIES

Fiberlight



PROPRIETARY

NOTE:
SHOUL MUST BE MADE WITH ROCK FREE MATERIAL



GENERAL NOTES

- 1. ALL WORK WILL COMPLY WITH APPLICABLE LOCAL AND REGULATORY AGENCIES, INCLUDING, BUT NOT LIMITED TO, OSHA, ETC. GENERAL NOTES WILL APPLY TO ALL DRAWINGS.
- 2. THE CONTRACTOR WILL NOTIFY (IF APPLICABLE) THE ADJACENT PROPERTY OWNERS A MINIMUM OF 24 HOURS IN ADVANCE OF CONSTRUCTION.
- 3. ALL TRAFFIC CONTROL DEVICES WILL BE IN PLACE PRIOR TO CONSTRUCTION. DEVICES NO LONGER NEEDED WILL BE REMOVED AS QUICKLY AS POSSIBLE.
- 4. PEDESTRIAN TRAFFIC AREAS MUST BE MAINTAINED AT ALL TIMES. PEDESTRIANS WILL NOT BE ROUTED ONTO PRIVATE PROPERTY.
- 5. NO MATERIALS OR EQUIPMENT WILL BE STORED OR ALLOWED TO STAND UNPROTECTED WHERE PEDESTRIAN OR VEHICULAR TRAFFIC IS PRESENT.
- 6. NO EQUIPMENT OR MATERIALS WILL BE STORED ON ROAD SURFACE DURING NON-WORK PERIODS.
- 7. NO EQUIPMENT OR MATERIALS WILL BE STORED ON THE SIDEWALK OVERNIGHT.
- 8. EXCAVATION MATERIAL WILL BE STORED AWAY FROM THE PAVED ROADWAY. ALL SPILLED MATERIAL WILL BE PICKED UP IMMEDIATELY.
- 9. EXISTING SIGNS, DELINEATORS, GUARDRAILS, MARKERS, TREES, SHRUBS, FENCES, WALKS, STEPS, ETC. THAT ARE DISTURBED BY THIS CONSTRUCTION WILL BE REPLACED OR RESTORED TO ORIGINAL OR BETTER CONDITION.
- 10. ALL SIGNS ETC. ... REMOVED DURING CONSTRUCTION PHASE WILL BE REPLACED AT THE END OF EACH DAY.
- 11. ALL WORK WILL BE PERFORMED IN ACCORDANCE WITH THE CITY, COUNTY, AND STATE SPECIFICATIONS AND STANDARDS.

4.1 Notification to the Public
The following notification procedures apply if it is necessary to close, in whole or in part, a public right-of-way:

- 1. For any closure of a traffic lane or blocking of a sidewalk or alley lasting one day or less, the person performing the work on behalf of the public service provider shall conspicuously mark their vehicle with the company name and telephone number.
- 2. Any closure of a traffic lane or blocking of a sidewalk or alley lasting longer than one day must be identified by a 3 foot by 3 foot sign that is clearly legible to the traveling public. The sign must be posted at or in close proximity to the work site and must contain:
 - A. The name of the owner and permittee;
 - B. The name of the person performing the construction on behalf of the public service provider, if any; and
 - C. A local 24-hour contact number.
- 3. The requirements above are in addition to any signs, barricades, or warning devices required by law or ordinance. The sign information listed above may be included on barricades or warning devices.
- 4. When permitted construction will last longer than two weeks, the permittee will give written notification to all adjacent property occupants by conspicuously posting the notification on each adjacent property at least 72 hours before commencement of construction, unless the director determines that an emergency exists.

CONSTRUCTION NOTES

- 1. CAUTION TAPE WILL BE PLACED 12" BELOW THE EXISTING GRADE IN ALL EXCAVATIONS.
- 2. VERIFICATION OF THE LOCATION OF EXISTING UTILITY CROSSINGS INCLUDING MUNICIPAL WATER, SEWER, AND DRAIN IS THE RESPONSIBILITY OF THE CONTRACTOR. HAND DIGGING WILL BE UTILIZED WHERE REQUIRED.
- 3. CALL THE LOCAL UTILITY ONE-CALL AT LEAST 72 HOURS IN ADVANCE OF ANY CONSTRUCTION AS REQUIRED BY STATE LAW.
- 4. OSHA STANDARD SEPARATION WILL BE FOLLOWED BETWEEN OUR CONDUIT AND OTHER UTILITIES AS REQUIRED.
- 5. CONDUIT CAPS WILL BE PLACED ON THE ENDS OF ALL VACANT DUCTS DURING CONSTRUCTION, UPON COMPLETION, AND WHILE AWAITING FIBER INSTALLATION.
- 6. INSTALL CONDUIT AS SHOWN ON DRAWING.
- 7. THE MINIMUM BENDING RADIUS FOR FIBER CABLE WILL BE 24".
- 8. MAXIMUM FIBER CABLE INSTALLATION TENSION WILL NOT EXCEED 600 POUNDS. A 600 POUND BREAKAWAY SWIVEL WILL BE USED DURING FIBER PULLING.
- 9. THE REMOVAL AND STORAGE OF ALL SHRUBBERY TO BE REPLACED IS THE RESPONSIBILITY OF THE CONTRACTOR.
- 10. THE CONTRACTOR WILL BE RESPONSIBLE FOR RESTORING THE CONSTRUCTION AREA TO ORIGINAL OR BETTER CONDITION.
- 11. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN CONSTRUCTION AS-BUILT DRAWINGS AND PRESENT A COMPLETE SET OF RED-LINED DRAWINGS TO FIBERLIGHT WITHIN 14 DAYS OF COMPLETION OF THE WORK.
- 12. CONDUITS WILL BE TERMINATED SIX (6) INCHES ABOVE THE FLOOR GRADE IN HANDHOLES.
- 13. BURIED POWER LINES: HAND DIG AS REQUIRED.
- 14. BURIED FIBER OPTIC TELEPHONE CABLES: HAND DIG AS REQUIRED.
- 15. BURIED CATV CABLES: HAND DIG AS REQUIRED.
- 16. BURIED GAS LINES: HAND DIG AS REQUIRED.
- 17. BORE OUTSIDE THE DRIPLINE OF ALL TREES TO PREVENT ROOT DAMAGE AS REQUIRED BY CITY ORDINANCE.
- 18. WHEN TRENCHING, BORE IF A TREE ROOT OF 1" DIAMETER OR LARGER IS ENCOUNTERED.
- 19. UNLESS OTHERWISE INDICATED, RIGHT OF WAY (ROW) LINES COINCIDE WITH THE BACK OF SIDEWALK.
- 20. VAULTS, HANDHOLES AND MANHOLES ARE TO BE PLACED AT SURFACE GRADE.

4.2 Existing Facility Locates
Prior to construction, the contractor shall obtain utility locates by utilizing one of the three following numbers:
Texas Excavation Safety System 1-800-344-8377
Texas One Call System 1-800-245-4545
Lone Star Notification Center 1-800-669-8344

3.5 Traffic Control Plan

- Any work that may impact traffic flow or result in lane closures in streets will require a traffic control plan and the closures shall comply with the most current edition of The Texas Manual on Uniform Traffic Control Devices. The permittee may obtain a copy of the Work Area Traffic Control Manual from the Department of Public Works to assist in meeting general traffic control requirements. The permittee shall indicate on the permit application if a lane closure is required. It is the permittee's responsibility to submit and obtain approval of a site specific traffic control plan from the Department of Public Works. In addition:
- 1. The permittee must notify the Department of Public Works in writing 48 hours prior to any work requiring a permit that is proposed for a weekend.
 - 2. Except in the case of an emergency, no work shall be permitted between the hours of 10:00 p.m. and 6:00 a.m. unless authorized in writing by the director.
 - 3. The director may require that the work occur overnight when necessary to expedite construction and minimize disruption to traffic.

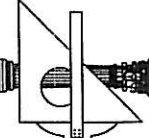
4.3 Street Cuts and Excavation

The removal of portions of existing pavement, drives, slabs, and sidewalks shall require full depth sawcut by the use of a power driven saw. Where concrete removal is approved by the director, locations of the removal shown on the plans are indicative only of the need for a sawcut, and where designated locations coincide with or fall within 3 feet of an existing sawed joint, construction joint, or expansion joint, removal shall be to existing joint. Concrete replacement shall be in accordance with the city's Cut and Restore Pavement Detail (attached).

In the event that it is necessary to place a temporary surface on any cut opening, the temporary surface shall be composed of hot mix asphalt or cold mix paving materials. Gravel or flexbase surface material shall not be used as a temporary surface on any cut. Temporary surfaces shall be adequately compacted to prevent deterioration of repair during the temporary period.

If a pavement cut is to be covered, the permittee shall use steel plates, or equivalent plates, of sufficient strength and thickness to support all traffic. Plates must be sufficiently secured in place so as not to become dislodged or in any way cause a hazard to traffic. Asphalt transitions must be placed as required to provide a smooth riding surface. Plates must be marked with the name of the person performing the construction and with a local 24 hour contact number that can be used in case of an emergency, unless a sign identifying the contractor is posted at or in close proximity to the work site.

Any temporary surface that fails to provide a non-deteriorating riding surface or fails to meet the requirements of these specifications shall be removed and replaced at the director's discretion and at the permittee's expense.

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MATERIAL LIST	QUANTITY	
<div><div></div><div>TORRY & CABLE</div></div> <div>1601 GAYOSO ST. New Orleans, LA 70125 (504) 822-8487</div>		
FIBER OPTIC CABLE ROUTE		
LOCATION: HAMSHIRE RD.		
FROM US-10 TO CELL TOWER 2312		
JEFFERSON COUNTY, HAMSHIRE, TEXAS		
DATE: FEB. 17, 2014		
DESIGNER: TORRY		
REVISIONS		
DATE	DESCRIPTION	INITIAL
2/17/14	PRELIMINARY DESIGN	TTC
	BID AND PERMIT	
	CONSTRUCTION	
	AS BUILT	
SCALE		
HORIZONTAL: _____		
VERTICAL: _____		
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PROPRIETARY

4.4 Installation

1. Facility Spacing Requirements

All facilities installed under pavement shall be buried to a minimum depth of 48 inches under top of pavement for the fully improved ultimate roadway width. This measurement shall be made from the existing or proposed top of pavement, whichever is lower. For this section, proposed improvements are defined as any facility with a designated location and elevation as shown on available construction plans. In the parkway, the facilities shall be buried a minimum of 24 inches. These stipulations are with the condition that additional depth may be necessary due to other constraints or utilities. Requirements for utility structures are provided in Section 12 of this Ordinance. Upon written request, an exception may be granted by the director.

A. All facilities that cross existing drainage facilities, sanitary sewer, or water mains shall either be buried under the existing pipes with a two foot minimum vertical clearance at the underside of the existing pipes, or be placed above the existing pipes with a two foot vertical clearance at the top of the existing pipe. In either case, the proposed facility must be 48 inches under top of pavement. The location and elevation of all crossed existing utilities must be potholed prior to installation of new facility.

B. All facilities that cross proposed storm sewer, sanitary sewer or water mains shall have a galvanized steel or PVC (not less than Schedule 40) encasement, or approved equivalent, and have a two foot minimum clearance on any side of the proposed pipes. In lieu of the encasement, the conduit may be buried five feet below the proposed pipe.

C. All facilities that run parallel to an existing or proposed drainage facility, sanitary sewer, or water main shall have a three foot minimum horizontal clearance from the exterior face of the pipes or manholes. Please note that the elevation of the individual lateral services of these pipes may vary. All conduit must be two feet below all lateral service pipes.

2. Landscape Protection Requirements

The proposed facility route should be designed to minimize damage to trees and/or landscaping.

- A. All trees within street medians must be bored 48 inches under the root system. Boring shall begin 24 inches outside of the drip line and exit 24 inches outside the drip line on the other side of the tree. The drip line is an imaginary line that extends from the tree's outer branches and leaves, directly to the ground.
- B. Manholes shall be placed outside the drip line of the tree.
- C. Should work need to be performed near a tree, a temporary construction fence shall be erected 12 inches outside the drip line of the tree.
- D. Permittee shall be responsible for any damage to public or private landscaping and sprinkler systems.
- E. If trees and irrigation mains are damaged in the median, it shall be replaced at the same location with equivalent caliper. Contact Parks Dept. for tree and irrigation inspection.

3. Trenchless Technology/Boring Requirements

In using trenchless technology or boring, the following applies:

A. Prior to construction, all existing public facilities shall be physically located in the field when crossing over or under water lines, sanitary sewer, or storm drains or where the existing facility is running in the same direction and is within 5 feet of the proposed facility.

B. Construction shall be made in such a manner that will minimize interference with vehicular traffic and shall not weaken or damage the existing street.

- 1. The location of the boring pits shall be a minimum of five feet from the roadway to prevent undermining of the curb, gutter, or shoulder section.
- 2. The pit shall be dug to a depth sufficient to maintain a minimum boring depth of 48 inches below the traffic surface. Jetting types of boring equipment are not allowed.
- 3. All overcutting shall be remedied by pressure grouting the entire length of the installation.
- 4. The pits or trenches excavated to facilitate this operation shall be backfilled and compacted immediately after work is completed.

C. The contractor shall be able to locate the bore head at all times in accordance with the latest technologies and provide the location of the bore to the director upon request

D. All directional boring shall have the locator place bore marks and depths while the bore is in progress. Locator shall place a mark at each stem with a paint dot and indicate the depth at every other stem.

4.5 Backfill

Backfill of all trenches and bore pits shall begin immediately following installation of the new facility in accordance with the attached detail and the following requirements:

- 1. All loose concrete, rocks, roots, trash and other debris shall be removed from the excavation prior to any backfill being placed.
- 2. Backfill material shall consist of the native material obtained from the street excavation unless, in the opinion of the director, this material is unsuitable for use.
- 3. All backfill material shall be compacted in lifts of loose depth not exceeding 8 inches and compacted to at least 95% of Standard Proctor Density at optimum moisture content, +/- two percentage points, as determined by ASTM D698.
- 4. Instead of backfilling with excavated material, the contractor may backfill with flowable backfill material. In addition, the director shall have the authority to require any entity or contractor to use flowable fill to backfill an excavation in the public right-of-way in the interest of preserving the public convenience or safety. Flowable type backfill shall have a compression strength of 1500 PSI.
- 5. The City may perform, or have performed, any material test on compaction. The permittee shall notify the city inspector 24 hours prior to completion of backfill.
- 6. If the tests on the backfill do not meet the above requirements, the backfill shall be considered unacceptable and shall be removed and replaced. The permittee shall bear the cost of all corrections and subsequent testing if the backfill is deemed unacceptable.

4.6 Restoration

The requirements of this section govern the restoration of public right-of-way surfaces within the City. For those restoration activities not covered here, the applicable provisions of the current edition of the *Standard Specifications for Public Works Construction - Texas Council of Governments* will govern.

A permittee performing construction in the public right-of-way shall restore the public right-of-way to a condition that is equal to or better than the condition prescribed in this manual or other applicable City design and construction standards. Restoration work must be performed to the satisfaction of the director.

Restoration work to the public right-of-way must include, but is not limited to, the following:

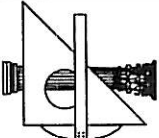
- 1. Trees and shrubs damaged greater than 50% based on formulas set by the Society of Arboriculture shall be mitigated and offset with newly planted trees/shrubs. Mitigation of canopy trees shall be based upon a one to one caliper ratio, of tree inches lost to tree inches planted. The diameter of an existing tree is measured at 4.5 feet above the soil line of the tree's trunk. Mitigation of ornamental trees and shrubs shall be based upon a one to one height ratio.
- 2. Sod shall be used for turf replacement and shall match existing adjacent type. Ruts shall be removed and the topsoil shall be prepared to provide a smooth surface free of rock and gravel. Irrigation systems shall be repaired to preconstruction condition and extent.
- 3. The permittee shall reference the City's Median Landscaping Guidelines and/or the 2001 Forestry Master Plan available from the Parks and Recreation Department for standard details and specifications for landscaping and irrigation repair or replacement.
- 4. Installation or reinstallation of all manholes and handholes, as required by the director.
- 5. Backfilling and compaction of all completed bore pits, potholes, trenches, or other holes must be performed on a daily basis, or provide proper protection according to the Occupational Safety and Health Administration standards.
- 6. All subgrade, streets, sidewalks and alleys shall be restored as provided in the attached detail.
- 7. Leveling of all trenches and disturbed areas.
- 8. Restoration of any damaged traffic control devices, including but not limited to, imbedded loop detectors, pavement markings, underground conduits and signs.
- 9. All location flags must be removed during the clean up process at the completion of the work.
- 10. Restoration of special street, sidewalk, or drive approach surfaces must be done so that the restoration matches the color, texture, and pattern of the surrounding special surfaces.
- 11. Restoration must be made in a timely manner. If restoration is unsatisfactory or not performed in a timely manner, then all of the permittee's work on the project in question will be halted, and no additional permit will be issued until the restoration is completed to the satisfaction of the director. Any hold on the permittee's work will include work previously permitted but not completed.
- 12. All fill material in city R.O.W. shall be compacted in lifts of loose depth not exceeding eight (8") inches and compacted to at least 95% of Standard Proctor Density at optimum moist +/- two percentage points, as determined by ASTM D698.

Utility No. : CTXSEGT2312		
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TORRY TELECOM & CABLE		
1601 GAYOSO SR. New Orleans, LA 70125 (504) 822-8487		
FIBER OPTIC CABLE ROUTE		
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FROM US-10 TO CELL TOWER 2312		
JEFFERSON COUNTY, HAMSHIRE, TEXAS		
DATE: FEB. 17, 2014		
DESIGNER: TORRY		
DATE	DESCRIPTION	INITIAL
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	BID AND PERMIT	
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



















































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LEGEND KEY

LEGEND KEY

	RELAY BOX-----RELAY		CATCH BASIN-----CB		BUSH-----BUSH		RIGHT-OF-WAY
	RAILROAD POINT OF CONNECTION-----POC		DRAIN MANHOLE-----DM		WETLANDS, SWAMP-----SWAMP		PROPOSED CABLE AERIAL
	RAILROAD POINT OF SWITCH-----POS		MANHOLE w/ GRATE-----GRATE		TREE-----TREE		PROPOSED CABLE UNDER GROUND
	END OF TRACK-----EB		DRAIN-----D		TREE1-----TREE1		VENT-----V
	RAILROAD CROSSING GATE-----RG		SEWER MANHOLE-----SM		TREE2-----TREE2		WATER VAULT-----WLT
	MILEPOST MARKER FOUND IN FIELD-----MILE		WATER FLOW DIRECTION-----FLOW		POWER POLE-----PP		
	COMMUNICATIONS PEDESTAL-----COMM		DRAIN OUTLET OR HEADWAY-----CULV		UTILITY POLE, POST, COLUMN, PIER, PILLAR-----P		
	PROPOSED CATV VAULT-----PRCATV		WATER MANHOLE-----WM		BRIDGE COLUMN-----BC		ACSI HANDHOLE-----AH
	EXISTING CATV VAULT-----EXCATV		ELECTRIC METER-----EMTR		STREET LIGHT-----SL		SWB HANDHOLE-----SWBH
	HAND HOLE-----HH		GAS METER-----GMTR				MCI HANDHOLE-----MCH
	GAS WARNING MARKER EXISTING-----GMAR		WATER METER-----WMTR				AT&T HANDHOLE-----ATTH
	SIGN WITH ONE POLE-----SIGN1		DRAIN METER-----DMTR				ATT MANHOLE-----ATTM
	SIGN WITH TWO POLES-----SIGN2		WATER VALVE-----WV				MCI MANHOLE-----MCM
	CAUTION NOTE LEFT-----CAUL		GAS VALVE-----GV				SWB MANHOLE-----SWBM
	CAUTION NOTE RIGHT-----CAUR		FIRE HYDRANT-----FH				ACSI MANHOLE-----AM
	CAUTION OVERHEAD POWER-----CAUPWR		GAS VENT-----GVE				
	COTT MARKER-----COTT		GAS MANHOLE-----GM				
	MANHOLE-----MH		TRAFFIC SYMBOL-----TR				
	CROSSWALK-----CW		TRAFFIC VAULT-----TRVLT				
	GROUNDLIGHT-----GL		TRAFFIC MANHOLE-----TRMH				
	NORTH ARROW-----NA		DRAIN CLEAN OUT-----DC				
			DIRECTION OF ENGINEERING-----DE				

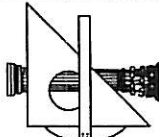
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Utility No. : CTXSEGT2312

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New Orleans, LA 70125
(504) 822-8487

FIBER OPTIC CABLE ROUTE
LOCATION: HAMSHIRE RD.
FROM US-10 TO CELL TOWER 2312
JEFFERSON COUNTY, HAMSHIRE, TEXAS

DATE: FEB. 17, 2014
DESIGNER: TORRY

REVISIONS		
DATE	DESCRIPTION	INITIAL
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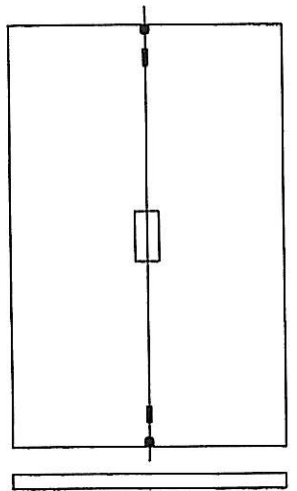
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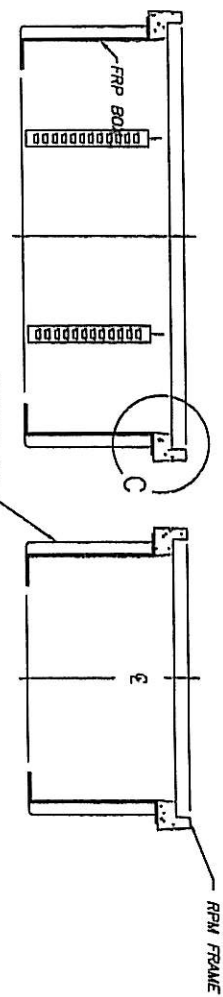
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HANDHOLE DETAIL

HANDHOLE DETAIL

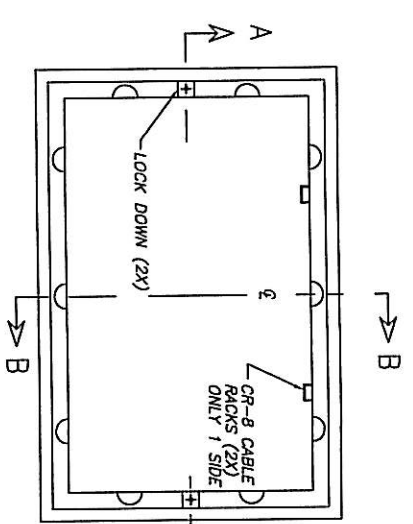


RPM COVER

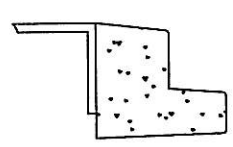


SECTION A-A

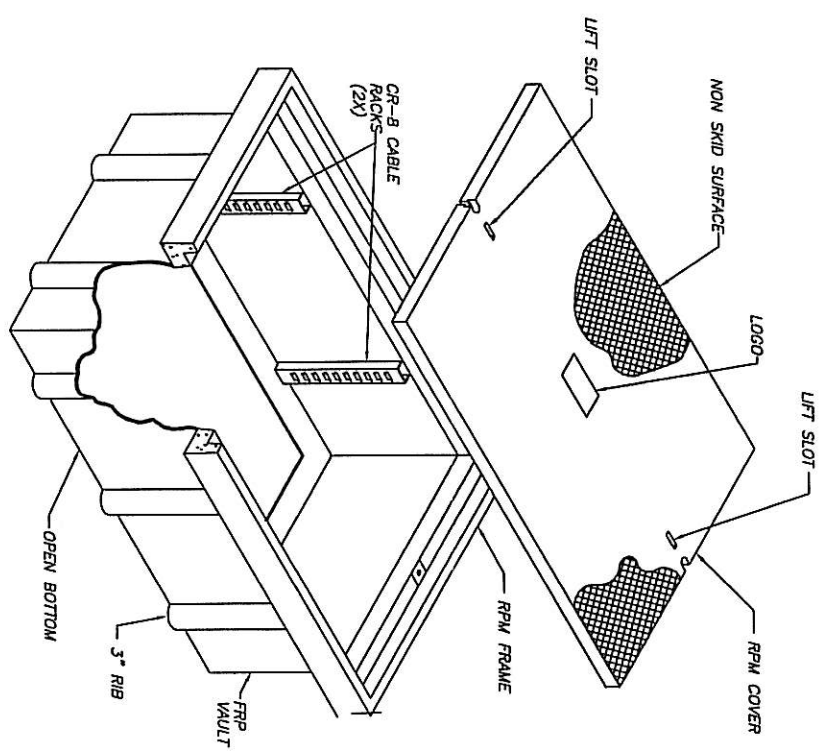
SECTION B-B



TOP VIEW



VIEW C



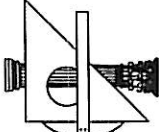
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FROM US-10 TO CELL TOWER 2312
JEFFERSON COUNTY, HAMSHIRE, TEXAS

DATE: FEB. 17, 2014

DESIGNER: TORRY

REVISIONS

DATE	DESCRIPTION	INITIAL
2/17/14	PRELIMINARY DESIGN	TTC
	BID AND PERMIT	
	CONSTRUCTION	
	AS BUILT	

SCALE

HORIZONTAL:
VERTICAL:

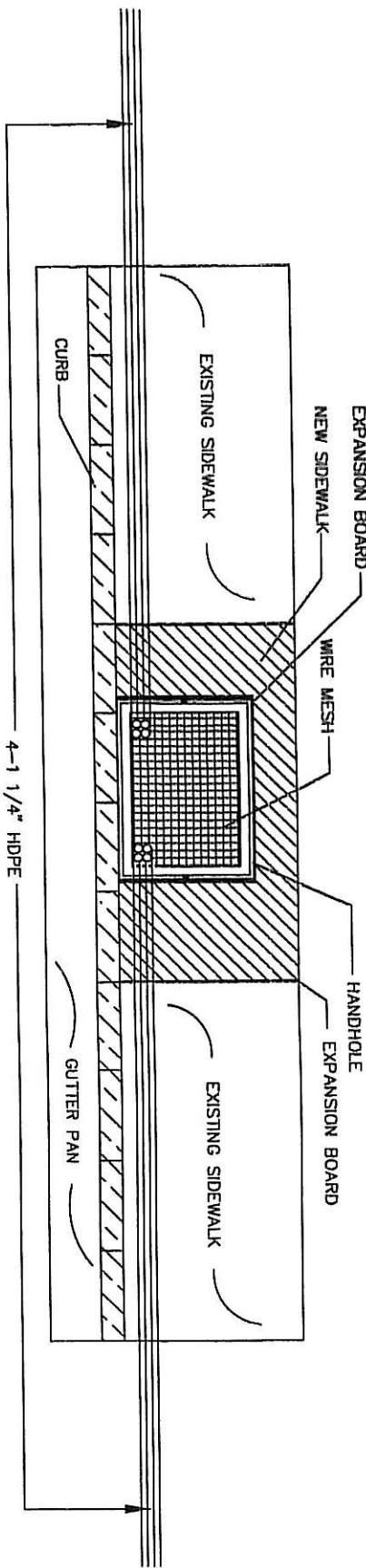
RESTORATION TO CONSTRUCTION WILL BE TO ORIGINAL CONDITION OR BETTER THERE MAY BE MODIFICATIONS TO THE PLANS OR ADJUSTMENTS IN THE FIELD FOR EXISTING UTILITIES OR FACILITIES

DISCLAIMER

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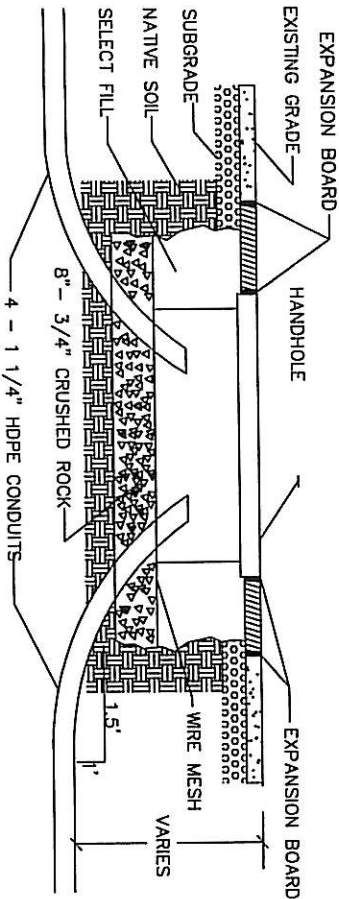
HANDHOLE TYPICAL

HANDHOLE IN SIDEWALK
PLAN VIEW
CONDUIT ROUTE IN THE SIDEWALK



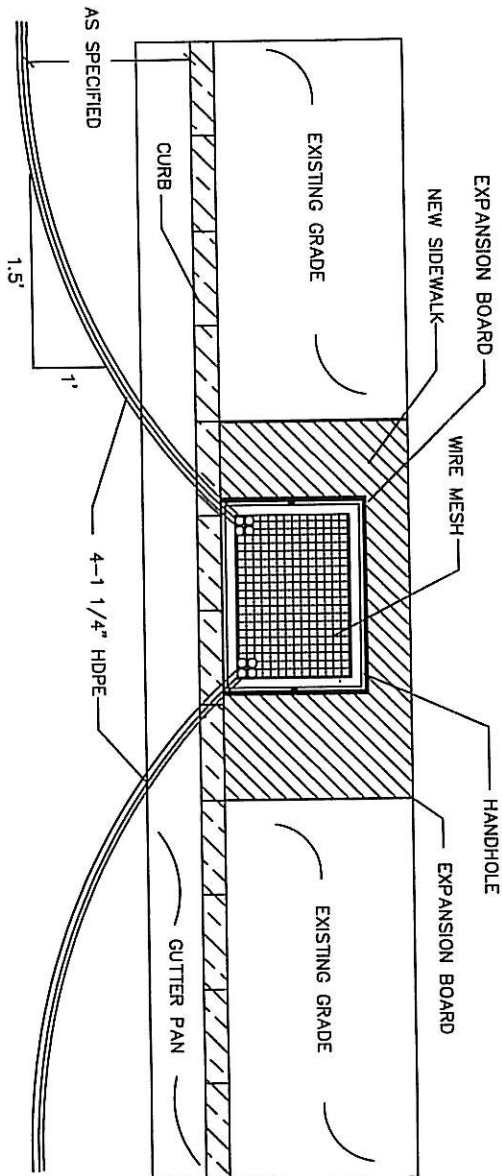
1. REMOVE SIDEWALK TO NEAREST SCORE LINE OR COLD JOINT.
2. PLACE EXPANSION BOARD ON ALL CONCRETE EDGES.
3. NEW SIDEWALK SHALL MATCH EXISTING IN HEIGHT AND TEXTURE.
4. CENTER HANDHOLE IN SIDEWALK AREA.
5. CONCRETE MIX DESIGN SHALL BE PER CITY AND STATE DOT SPECIFICATIONS.
6. CURING COMPOUND SHALL BE APPLIED AFTER CONCRETE TEXTURE HAS BEEN ACHIEVED.
7. THE PLACEMENT OF THE HANDHOLE SHALL NOT IMPACT TREES, DRIVEWAYS, HANDICAP RAMPS OR AREAS DESIGNATED BY THE CITY INSPECTOR
8. FILL SHOULD BE COMPACTED IN 8" LIFTS AS PER CITY CODE.
9. EXPANSION BOARD WILL BE PLACED AROUND HANDHOLE

HANDHOLE
PROFILE



1. PLACE 8" OF 3/4" CRUSHED ROCK OR 3/8" PEA GRAVEL IN THE BOTTOM OF THE EXCAVATION.
2. WIRE MESH (TWO SQUARES PER INCH) SHALL BE PLACED OVER THE ROCK. IT WILL BE NECESSARY TO CUT OPENINGS FOR HDPE IN WIRE MESH.
3. HANDHOLE WILL BE SET TO MATCH EXISTING SIDEWALK GRADE AND PARALLEL WITH THE CURB, STREET.
4. HDPE CONDUIT SHALL BE PLACED IN THE CORNERS OF HANDHOLE.
5. TERMINATE THE HDPE CONDUIT A MINIMUM OF SIX (6) INCHES ABOVE THE WIRE MESH. DO NOT TERMINATE HDPE CONDUIT MORE THAN EIGHT (8) INCHES ABOVE THE WIRE MESH.
5. PLACE EXPANSION PLUGS IN ALL CONDUITS.
6. A MINIMUM OF TEN (10) FEET OF TRACER SHALL BE IN EACH HANDHOLE.
7. SELECT FILL WILL BE EITHER FLOWABLE FILL OR CLEAN SAND AS REQUIRED BY CITY INSPECTOR.
8. FILL SHOULD BE COMPACTED IN 8" LIFTS AS PER CITY SPECIFICATIONS.
9. EXPANSION BOARD WILL BE PLACED AROUND HANDHOLE

HANDHOLE IN SIDEWALK
PLAN VIEW
CONDUIT ROUTE IN THE STREET



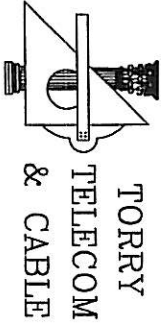
1. REMOVE SIDEWALK TO NEAREST SCORE LINE OR COLD JOINT.
2. PLACE EXPANSION BOARD ON ALL CONCRETE EDGES.
3. NEW SIDEWALK SHALL MATCH EXISTING IN HEIGHT AND TEXTURE.
4. CENTER HANDHOLE IN SIDEWALK AREA.
5. CONCRETE MIX DESIGN SHALL BE PER CITY AND STATE DOT SPECIFICATIONS.
6. CURING COMPOUND SHALL BE APPLIED AFTER CONCRETE TEXTURE HAS BEEN ACHIEVED.
7. THE PLACEMENT OF THE HANDHOLE SHALL NOT IMPACT TREES, DRIVEWAYS, HANDICAP RAMPS OR AREAS DESIGNATED BY THE CITY INSPECTOR
8. FILL SHOULD BE COMPACTED IN 8" LIFTS AS PER CITY SPECIFICATIONS.
9. EXPANSION BOARD WILL BE PLACED AROUND HANDHOLE

PROPRIETARY

TOTALS

FIBER THIS SHEET: _____
FIBER CUMULATIVE: _____
STATIONING _____
CONDUIT _____

MATERIAL LIST	QUANTITY



1601 GAYOSO ST.
New Orleans, LA 70125
(504) 822-8487

FIBER OPTIC CABLE ROUTE
LOCATION: HAMSHIRE RD.
FROM US-10 TO CELL TOWER 2312
JEFFERSON COUNTY, HAMSHIRE, TEXAS

DATE: FEB. 17, 2014
DESIGNER: TORRY

REVISIONS		
DATE	DESCRIPTION	INITIAL
2/7/14	PRELIMINARY DESIGN	TTC
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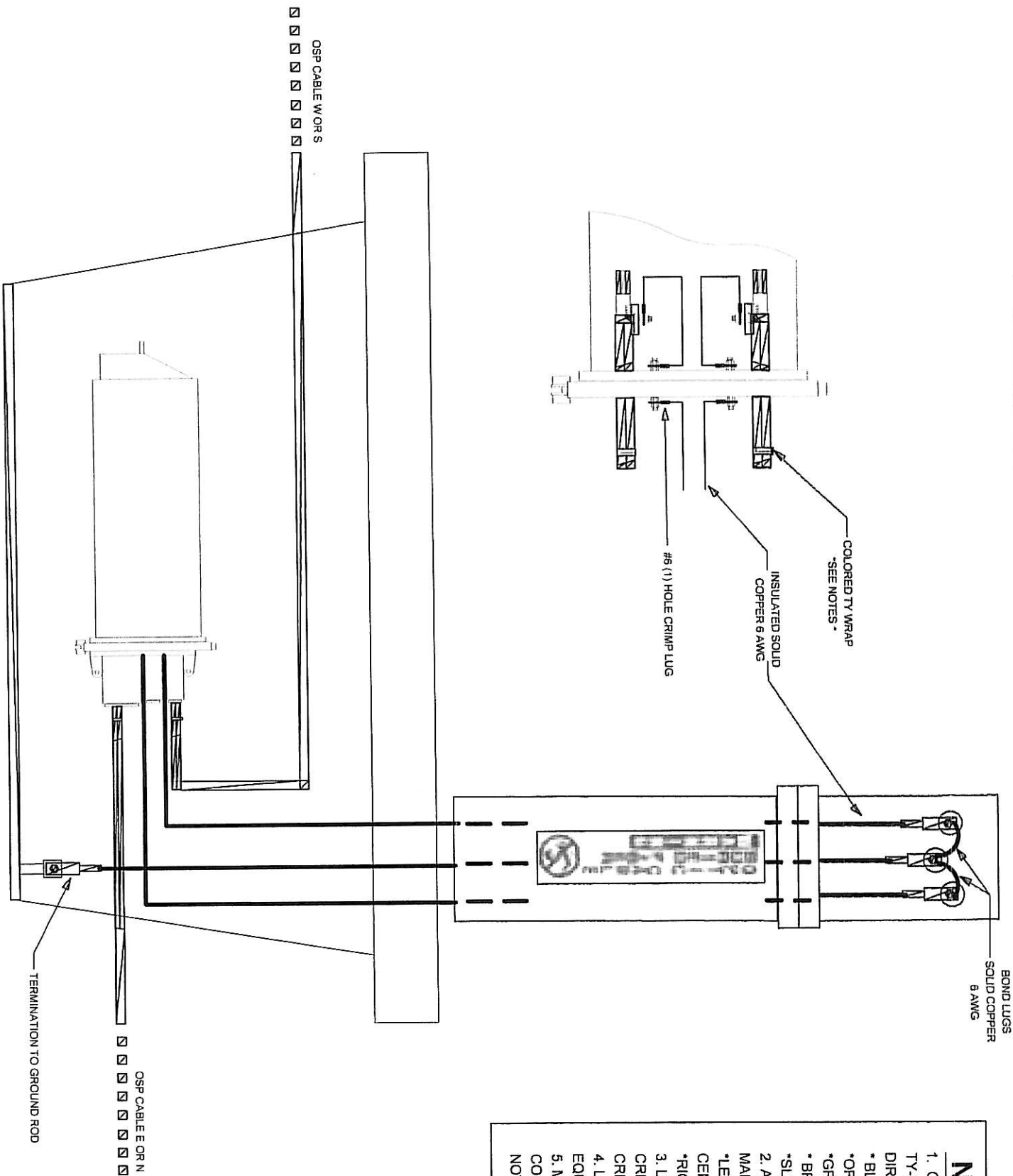
SCALE
HORIZONTAL:
VERTICAL:

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SPLICE ENCLOSURE
GROUNDING TYPICAL

SPLICE ENCLOSURE GROUNDING TYPICAL



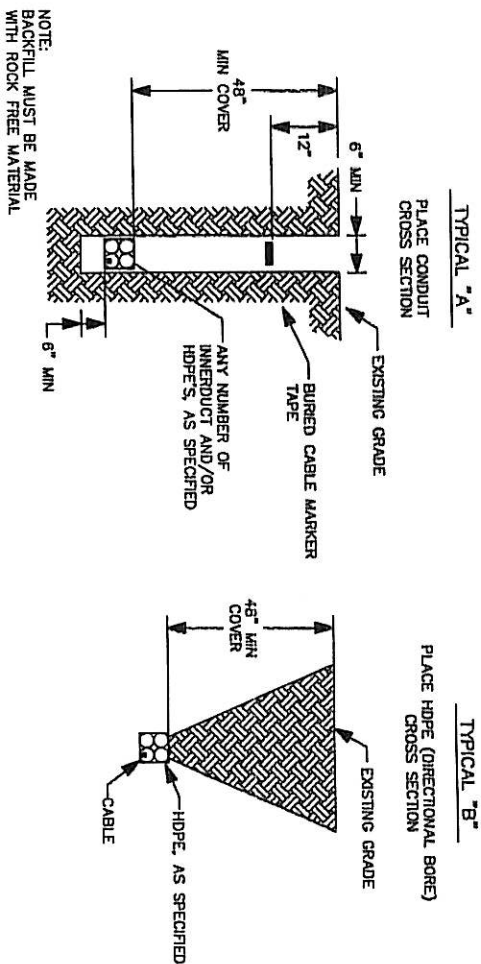
NOTES:

- OSP CABLES WILL BE MARKED WITH COLORED TY-WRAP AT THE ENCLOSURE ENTRY ACCORDING TO DIRECTION
 - * BLUE = INPUT FROM MTSO
 - * ORANGE = NORTH
 - * GREEN = EAST
 - * BROWN = SOUTH
 - * SLATE = WEST
- ALL TERMINATIONS ON MARKER POSTS SHOULD BE MADE IAW WITH THE FOLLOWING DIRECTIONS:
 - * LEFT TERMINAL = WEST OR SOUTH
 - * CENTER TERMINAL = GROUND
 - * RIGHT TERMINAL = EAST OR NORTH
- LUGS MUST BE CRIMPED WITH GREENIEE PA1649 CRIMPERS OR EQUIVALENT PROFESSIONAL GRADE CRIMPING TOOL.
- LUGS MUST BE THOMAS AND BETTS #4136 OR EQUIVALENT
- MUST USE AN INSULATED 6 AWG WIRE WITH SOLID COPPER CONDUCTOR. STRANDED CONDUCTOR WILL NOT BE ACCEPTED.

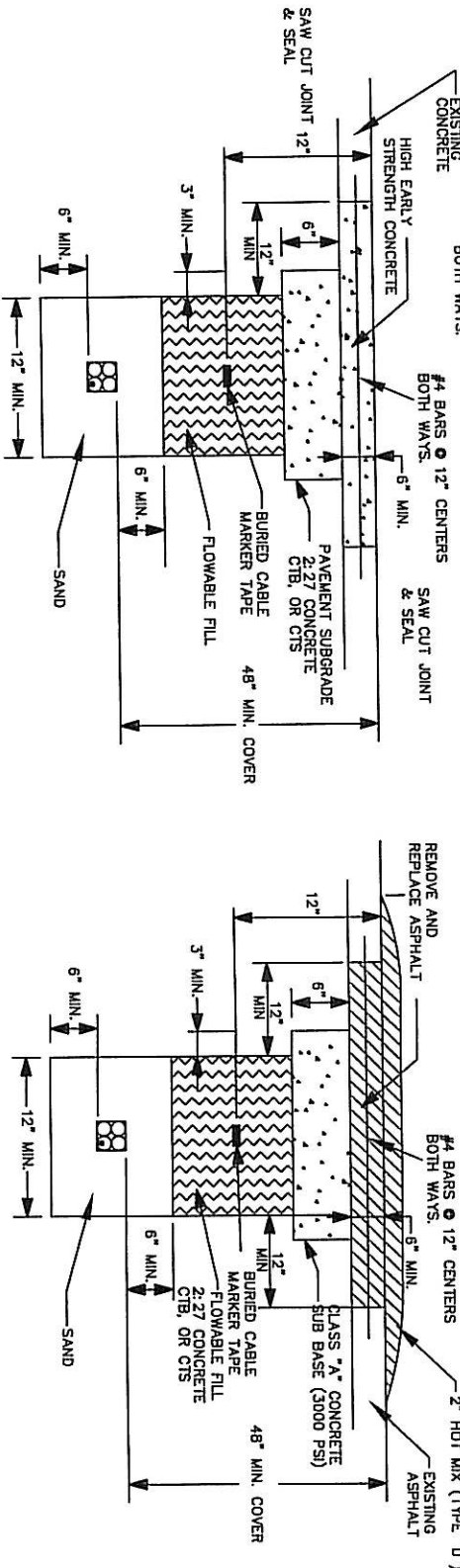
PROPRIETARY

BURIED CONSTRUCTION TYPICALS - 1

PLACEMENT - TYPICALS

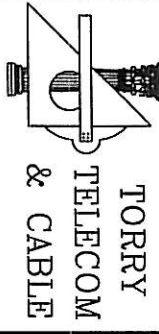


OPEN CUT - TYPICALS



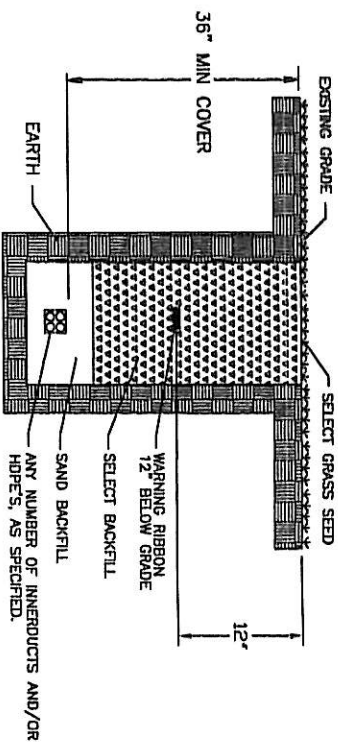
1. THE BOTTOM OF THE TRENCH SHALL BE LEVEL, FLAT AND NOT HAVE ANY ROCK DEBRIS.
2. ALL BACKFILL MUST BE APPROVED BY FIBERLIGHT ENGINEER, DOT INSPECTOR AND/OR CITY INSPECTOR.
3. EXCAVATED MATERIAL MAY BE DEEMED SUITABLE BACKFILL BY XFG ENGINEER, DOT INSPECTOR AND/OR CITY INSPECTOR.
4. MINIMUM SIX (6) INCHES OF CLEAN SAND SHALL BE PLACED OVER THE CONDUIT.
5. FLOWABLE FILL MIX DESIGN SHALL BE PER CITY AND/OR DOT SPECIFICATIONS.
6. ALL FLOWABLE FILL AND CONCRETE SHALL BE VIBRATED USING A 2" DIAMETER VIBRATOR.
7. CONCRETE AND ASPHALT THICKNESS SHALL MATCH EXISTING.
8. #4 DOWELS SHOULD BE DRILLED INTO ADJACENT UNDISTURBED CONCRETE TO PREVENT DIFFERENTIAL SETTLEMENT.

PROPRIETARY

Utility No. : CTXSEGT2312		
TOTALS		
FIBER THIS SHEET: _____		
FIBER CUMULATIVE: _____		
STATIONING _____		
CONDUIT _____		
MATERIAL LIST	QUANTITY	
<div><div><div><div>TORRY</div><div>TELECOM</div><div>& CABLE</div></div></div><div>1601 GAYOSO ST. New Orleans, LA 70125 (504) 822-8487</div></div>		
FIBER OPTIC CABLE ROUTE		
LOCATION: HAMSHIRE RD.		
FROM US-10 TO CELL TOWER 2312		
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DATE: FEB. 17, 2014		
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Buried Typicals - 1		

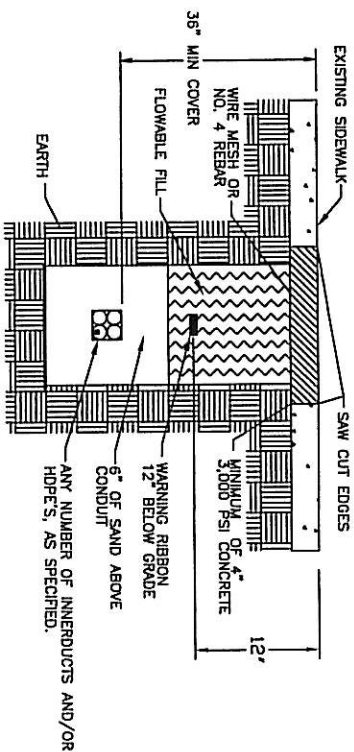
BURIED CONSTRUCTION TYPICALS - 2

SOD/UNIMPROVED AREA RESTORATION TYPICAL



1. ALL BACKFILL MUST BE APPROVED BY ENGINEER, DOT INSPECTOR OR CITY INSPECTOR.
2. EXCAVATED MATERIAL MAY BE DEEMED SUITABLE BACKFILL BY XFG ENGINEER, DOT INSPECTOR AND/OR CITY INSPECTOR.
3. A MAXIMUM OF EIGHT (8) INCH LIFTS OF BACKFILL MATERIAL WILL BE ALLOWED. SIX (6) INCHES OF CLEAN SAND SHALL BE PLACED ABOVE THE CONDUIT.
4. THE BOTTOM OF THE TRENCH SHALL BE LEVEL, FLAT AND NOT HAVE ANY ROCK DEBRIS.
5. ALL DISTURBED GRASS AREAS ARE TO BE SEEDED WITH KENTUCKY 31 FESCUE OR EQUIVALENT WITH NUTRIENTS APPLIED AND MAINTAINED TO ACHIEVE A SATISFACTORY GRASS COVER TO CONTROL EROSION.

SIDEWALK RESTORATION TYPICAL



1. REMOVE ENTIRE SIDEWALK PANEL, JOINT TO JOINT.
2. EXPANSION BOARD SHALL BE PLACED ON ALL EXISTING CONCRETE EDGES.
3. FLOWABLE FILL MIX DESIGN SHALL BE PER CITY AND/OR DOT SPECIFICATIONS.
4. THE NEW CONCRETE SIDEWALK SHALL BE PLACED LEVEL AND FLAT TO MATCH EXISTING.
5. THE FINISH SHALL MATCH EXISTING SIDEWALK.
6. SIX (6) INCHES OF CLEAN SAND SHALL BE PLACED ABOVE THE CONDUIT.
7. THE BOTTOM OF THE TRENCH SHALL BE LEVEL, FLAT AND NOT HAVE ANY ROCK DEBRIS.
8. CONCRETE REINFORCEMENT SHALL BE PER CITY REQUIREMENTS.
9. ALL FLOWABLE FILL AND CONCRETE SHALL BE VIBRATED USING A 2" DIAMETER VIBRATOR.
10. CONCRETE THICKNESS SHALL MATCH EXISTING.
11. #4 DOWELS SHOULD BE DRILLED INTO ADJACENT UNDISTURBED CONCRETE TO PREVENT DIFFERENTIAL SETTLEMENT.

PROPRIETARY

Utility No. : CTXSEGT2312

TOTALS

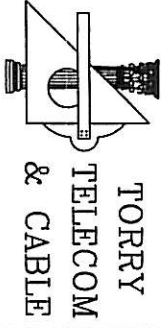
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Buried Typicals - 2

Special, March 03, 2014

There being no further business to come before the Court at this time,
same is now here adjourned on this date, March 03, 2014