

*Notice of Meeting and Agenda and Minutes
April 25, 2016*

SPECIAL, 4/25/2016 1:30:00 PM

BE IT REMEMBERED that on April 25, 2016, 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:

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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**
April 25, 2016

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **25th day of April 2016** at its regular meeting place in the Jury Impaneling room, Jefferson County Courthouse, 1085 Pearl Street, Beaumont, Texas. Until further notice.

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: 10:30 a.m. - To receive information from Mr. Don Rao regarding the unused County Transportation Infrastructure Grant Award.

WORKSHOP: 11:00 a.m. - To receive information from Mr. Alex Rupp regarding the possibility of scheduling an airshow.

INVOCATION: Everette "Bo" Alfred, Commissioner, Precinct Four

PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One

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PURCHASING:

1. Receive and file bid for (IFB 16-006/JW), Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Marine Division.

SEE ATTACHMENTS ON PAGES 10 - 45

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 16-007/YS), Re-Bid Term Contract for Termite Treatment for Jefferson County.

SEE ATTACHMENTS ON PAGES 46 - 79

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

3. Consider and approve specifications for (IFB 16-008/JW), Major Drive Extension From SH 124 to LaBelle Rd.

SEE ATTACHMENTS ON PAGES 80 - 80

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 specifications for (IFB 16-009/JW), Sale of Used Low-Level Passenger Boarding Bridges.

SEE ATTACHMENTS ON PAGES 81 - 139

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

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5. Consider and approve award, execute, receive and file Acceptance of Offer (IFB 16-006/JW), Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Marine Division, to The Dingo Group, LLC., dba Pete Jorgensen Marine, in the amount shown on Attachment A.

SEE ATTACHMENTS ON PAGES 140 - 142

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

6. Consider and approve, execute, receive and file a renewal for (IFB 14-009/JW), Term Contract for Microfilm Supplies for Jefferson County with DecisionOne Corporation, Endicott Microfilm, and Western Micrographics & Imaging Systems for a second one (1) year renewal from May 3, 2016 to May 2, 2017. Proposed price increase is shown on Attachment B. The price increase is due to an increase in hazmat shipping fees.

SEE ATTACHMENTS ON PAGES 143 - 148

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 an inter-department transfer of County property as authorized by Local Government Code §262.151.

SEE ATTACHMENTS ON PAGES 149 - 150

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

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8. 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 151 - 152

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

9. Consider and possibly approve auction of surplus property as authorized by Local Government Code §263.152 (a) (1) by Horn's Auction, Inc. to be held on Saturday, May 7, 2016.

SEE ATTACHMENTS ON PAGES 153 - 154

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:

10. Consider and approve budget transfer - Parks - repairs to sidewalks at Walter Umphrey State Park.

| | | | |
|-------------------|------------------------|------------|------------|
| 116-0606-452-4009 | BUILDINGS AND GROUNDS | \$8,085.00 | |
| 116-0606-452-3015 | CEMENT, CONCRETE, ETC. | | \$3,000.00 |
| 116-0606-452-3079 | CRUSHED STONE | | \$4,000.00 |
| 116-0606-452-5053 | RENT-EQUIPMENT | | \$1,085.00 |

SEE ATTACHMENTS ON PAGES 155 - 157

Action: TABLED

11. Consider and approve budget transfer - Constable Pct.1 - additional cost for uniforms & badges.

| | | | |
|-------------------|--------------------|------------|------------|
| 120-3065-425-3017 | CLOTHING | \$2,000.00 | |
| 120-3065-425-1098 | OVERTIME ALLOWANCE | | \$2,000.00 |

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SEE ATTACHMENTS ON PAGES 158 - 161

Motion by: Commissioner Arnold
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

12. Receive and file Single Audit for Jefferson County, Texas for the Fiscal Year Ended September 30, 2015.

SEE ATTACHMENTS ON PAGES 162 - 179

Motion by: Commissioner Arnold
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

13. Regular County Bills - check #419744 through check #420007.

SEE ATTACHMENTS ON PAGES 180 - 189

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:

14. Receive and file executed Addendum to the OCI N.V. Abatement Agreement executed January 11, 2014.

SEE ATTACHMENTS ON PAGES 190 - 191

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

15. Consider and possibly approve a Resolution to nominate a Director to the Board of Directors of the Jefferson County Appraisal District to fill the vacancy of C.L. Sherman, pursuant to Section 603(1), Texas Property Tax Code.

Action: TABLED

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16. Consider and possibly approve a Proclamation for Elder Abuse Prevention Awareness Month.

SEE ATTACHMENTS ON PAGES 192 - 192

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

17. Consider and possibly approve a Proclamation for Older Americans Month.

SEE ATTACHMENTS ON PAGES 193 - 193

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

18. Consider and possibly adopt a Proclamation recognizing May 2016 as National Mental Health Awareness Month.

SEE ATTACHMENTS ON PAGES 194 - 194

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

DISTRICT CLERK:

19. Consider and possible adopt a Resolution recognizing, Juror Appreciation Week is part of the Law Day celebration that was established in 1958 by President Dwight Eisenhower to commemorate our nation's great heritage of liberty, justice and equality under law. Held annually in early May, Juror Appreciation Week is designed to recognize citizens who have served on juries and to send a positive message to the public about the importance of jury service.

SEE ATTACHMENTS ON PAGES 195 - 195

Motion by: Commissioner Weaver
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

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ENGINEERING:

20. Consider and possibly approve a Minor Plat for Reynolds Farm, a 17.154 acre tract of land out of the T and No RR Co. survey, located along Highway 365. This project is located in Precinct 4.

SEE ATTACHMENTS ON PAGES 196 - 196

Action: TABLED

21. Consider and possibly approve a Minor Plat for Linzy Subdivision, a 1.16 acre tract out of the W. H. Smith League, located at the corner of Wilber and E. Hamshire Roads. This project is located in Precinct 3.

SEE ATTACHMENTS ON PAGES 197 - 197

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

RISK MANAGEMENT:

22. Consider and possibly approve Mosquito Control Liability Insurance annual renewal with Ace Westchester, effective April 24, 2016, for an annual premium of \$12,000.00, a 24% decrease from 2015.

SEE ATTACHMENTS ON PAGES 198 - 201

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

DISTRICT ATTORNEY:

23. Immediately following Commissioners' Court- Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information regarding matters that may require litigation.

Action: NONE

Other Business:

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

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

Jeff R. Branick
County Judge

IFB 16-006/JW
Replacement Outboard Motors and Rigging Kits
for Jefferson County Sheriff's Marine Division
Bids due: 11:00 AM CDT, Tuesday, April 19, 2016

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Return
with

| <u>Bid</u> | <u>Description</u> | <u>Page(s)</u> |
|-------------------------------------|---|-----------------------|
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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 Jefferson County Purchasing Department Website (below) 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.

<http://www.co.jefferson.tx.us/purchasing/main.htm>

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 Department
1149 Pearl Street, 3rd 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 Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

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. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the bid closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. 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.

4. 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.

5. 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.

6. County Holidays – 2016:

| | | |
|------------------|-------------------|-----------------------------|
| January 1 | Friday | New Year's Day |
| January 18 | Monday | Martin Luther King, Jr. Day |
| February 15 | Monday | President's Day |
| March 25 | Friday | Good Friday |
| May 30 | Monday | Memorial Day |
| July 4 | Monday | Independence Day |
| September 5 | Monday | Labor Day |
| November 11 | Friday | Veterans Day |
| November 24 & 25 | Thursday & Friday | Thanksgiving |
| December 26-27 | Monday & Tuesday | Christmas |

7. 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.

8. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

9. 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 a

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.

10. 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.

11. 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.

12. 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.

13. 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 Department.

14. 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.

15. 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.

16. 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.

17. 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.

18. Currency

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

19. 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.

20. Notice to Proceed/Purchase Order

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

21. 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.

22. Definitions

“County” – Jefferson County, Texas.

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

23. 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 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," commonly 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 to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

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

4.6 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.

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

4.8 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.

4.9 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.

4.10 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.

4.11 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.

4.12 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. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

Bid Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.
2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

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

5. 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.

6. Payment

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

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

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. 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.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 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 (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
 Builder's Risk Policy: Structural Coverage for Construction Projects
 Installation Floater Policy: Improvements/Alterations to Existing Structure

| | |
|-----------------------|-----------------------------------|
| Workers' Compensation | Statutory Coverage (see attached) |
|-----------------------|-----------------------------------|

9. Workers' Compensation Insurance

9.1 Definitions:

- 9.1.1 **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.
- 9.1.2 **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.

- 9.1.3 **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.
- 9.2 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.
- 9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.
- 9.4 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.
- 9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 9.5.1 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
 - 9.5.2 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.
- 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 9.7 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.
- 9.8 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.
- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 9.9.1 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.
 - 9.9.2 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.
 - 9.9.3 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.

- 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 9.9.4.2 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.
 - 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 9.9.6 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
 - 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 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.
 - 9.11 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, Assistant Purchasing Agent (e-mail: jwest@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 16-006/JW.

Scope

Jefferson County is soliciting bids for Replacement Outboard Motors and Rigging Kits for the Jefferson County Sheriff's Marine Division.

Item 1: Quantity of (4) Yamaha F300UCA Model 300 HP Outboard Motors

| | |
|------------------------------|--|
| Type: | Outboard Motor |
| Year: | Current |
| Model: | 300 HP Four Stroke V6 4.2L Offshore |
| Model Number: | F300UCA |
| Series: | Four Stroke V6 4.2L Offshore |
| HP: | 300 |
| Engine Type: | V6 (60°) |
| Displacement: | 4.2L (254 ci) |
| Bore x Stroke: | 96 x 96mm (3.78 x 3.78 in) |
| Prop Shaft Horsepower: | 300hp at 5500 rpm (F/LF300) |
| Compression Ratio: | 10.3 |
| Fuel/Induction System: | DOHC Fuel Injection VCT |
| Exhaust: | Through Propeller |
| Intake: | Single Throttle Valve |
| Ignition System: | TCI Micro Computer |
| Spark Plug: | LFR6A-11-00-000 |
| Alternator Output: | 70 Amp |
| Starting System: | Electric |
| Lubrication: | Wet Sump |
| Engine Oil Capacity: | 6.3L/6.0L w/with filter |
| Full Throttle RPM Range: | 5000-6000 |
| Cooling: | Water/Thermostatic Control |
| Recommended Engine Oil: | Yamalube® 4M (See owner's manual) |
| Recommended Fuel: | Regular Unleaded (Minimum Pump Octane 89) |
| Recommended Fuel Filtration: | Yamaha 10-Micron Fuel/Water Separating Filter (external) |
| Ethanol Blend Limit: | 10% Maximum |
| Gear Ratio: | (21) |
| Gear Shift: | Forward, Neutral, Reverse |
| Shaft Length: | 30" |
| Degree of Tilt: | 67° |
| Degree of Trim: | -3° through +16° |
| C.A.R.B. Rating: | 3-Star |
| Dry Weight: | 571 lbs |
| Mounting Centers: | 28.6" |
| Steering Angle (maximum): | 32° from center, either direction |
| Rotation: | Standard (Right) |

Item 2: Quantity of (4) Yamaha LF300UCA Model 300 HP Outboard Motors

| | |
|------------------------------|--|
| Type: | Outboard Motor |
| Year: | Current |
| Model: | 300 HP Four Stroke V6 4.2L Offshore |
| Model Number: | LF300UCA |
| Series: | Four Stroke V6 4.2L Offshore |
| HP: | 300 |
| Engine Type: | V6 (60°) |
| Displacement: | 4.2L (254 ci) |
| Bore x Stroke: | 96 x 96mm (3.78 x 3.78 in) |
| Prop Shaft Horsepower: | 300hp at 5500 rpm (F/LF300) |
| Compression Ratio: | 10.3 |
| Fuel/Induction System: | DOHC Fuel Injection VCT |
| Exhaust: | Through Propeller |
| Intake: | Single Throttle Valve |
| Ignition System: | TCI Micro Computer |
| Spark Plug: | LFR6A-11-00-000 |
| Alternator Output: | 70 Amp |
| Starting System: | Electric |
| Lubrication: | Wet Sump |
| Engine Oil Capacity: | 6.3L/6.0L w/with filter |
| Full Throttle RPM Range: | 5000-6000 |
| Cooling: | Water/Thermostatic Control |
| Recommended Engine Oil: | Yamalube® 4M (See owner's manual) |
| Recommended Fuel: | Regular Unleaded (Minimum Pump Octane 89) |
| Recommended Fuel Filtration: | Yamaha 10-Micron Fuel/Water Separating Filter (external) |
| Ethanol Blend Limit: | 10% Maximum |
| Gear Ratio: | (21 |
| Gear Shift: | Forward, Neutral, Reverse |
| Shaft Length: | 30" |
| Degree of Tilt: | 67° |
| Degree of Trim: | -3° through +16° |
| C.A.R.B. Rating: | 3-Star |
| Dry Weight: | 571 lbs |
| Mounting Centers: | 28.6" |
| Steering Angle (maximum): | 32° from center, either direction |
| Rotation: | Counter (Left) |

Item 3: Quantity of (2) Yamaha F200XCA Model 200 HP Outboard Motors

| | |
|---------------------------------|--|
| Type: | Outboard Motor |
| Year: | Current |
| Model: | 200 HP Four Stroke In-Line Four |
| Model Number: | F200XCA |
| Series: | Four Stroke In-line Four |
| HP: | 200 |
| Engine Type: | In-Line 4 Cylinder |
| Displacement: | 2785cc (163.0 ci) |
| Bore x Stroke: | 96 x 96.2mm (3.78 x 3.79in) |
| Prop Shaft Horsepower: | 200hp at 5500 rpm |
| Compression Ratio: | 10.3 |
| Fuel/Induction System: | EFI (DOHC) |
| Exhaust: | Through Propeller |
| Intake: | Single Electronically Controlled Throttle Valve |
| Ignition System: | TCI Microcomputer |
| Spark Plug: | LFR6A-11-00-000 |
| Alternator Output: | 50 Amp |
| Starting System: | Electric with Power Trim & Tilt |
| Lubrication: | Wet Sump |
| Engine Oil Capacity: | 4.5L/4.3L w/without filter |
| Full Throttle RPM Range: | 5000 - 6000 |
| Cooling: | Thermostatic Control |
| Recommended Engine Oil: | Yamalube® 4M (See owner's manual) |
| Recommended Fuel: | Regular Unleaded (Minimum Pump Octane 89) |
| Recommended Fuel Filtration: | Yamaha 10 Micron Fuel/Water Separating Filter (external) |
| Ethanol Blend Limit: | 10% Maximum |
| Gear Ratio: | (26 to 14) 1.86 to 1 |
| Gear Shift: | F-N-R |
| Shaft Length: | 25" |
| Degree of Tilt: | 70° |
| Degree of Trim: | -4° through +16° |
| C.A.R.B. Rating: | 3-Star |
| Dry Weight: | 489 lbs |
| Rotation: | Standard (Right) |
| Mounting Centers: | 26-inch |
| Steering Angle (maximum): | 32° from center, either direction |
| Power Trim and Tilt: | Standard |
| Freshwater Flush: | Standard |
| Easy Maintenance: | Standard |
| Counter Rotation: | "LF" Model |
| Yamaha Diagnostic System: | Compatible |
| Single Belt Drive System: | Standard |
| Long Oil Dip Stick Tube: | Standard |
| Reversible PTT Switch: | Standard |
| Multi Charge Monitoring System: | Standard |

Features: Four Stroke Engine Design, Powerful 4-Cylinder 163 cu in., Compact 10mm Offset Crankshaft, Large Volume Air Intake, Precision Multi-Point Fuel Injection, DOHC (Double Overhead Camshaft), Variable Camshaft Timing (VCT™), 4-Valves Per Cylinder, Long Track Induction System, Compact, Lightweight Design, Labyrinth Exhaust, 4-1 Exhaust System, Twin Balancer Shafts, Flywheel Dampener, TCI Microcomputer, Direct Drive System, Wet Sump Lubrication, Engine Warning System, Sacrificial Anodes, YDC-30 Aluminum Alloy, 5-Step Anti-Corrosion Paint Process, Electro-deposited Powerhead Paint Process, Top Mounted Electrical, Forged Pistons, Super Tight Cowling Mounting, Heat Treated Gears, High Output Alternator, SST Drive, Prop Shift Shafts, SST Steering Tube, Magnetic Drain Plug, Cowling Air Intake Water Draining System, Water Separator

Item 4: Quantity of (2) Yamaha LF200XCA Model 200 HP Outboard Motors

| | |
|---------------------------------|--|
| Type: | Outboard Motor |
| Year: | Current |
| Model: | 200 HP Four Stroke In-Line Four |
| Model Number: | LF200XCA |
| Series: | Four Stroke In-Line Four |
| HP: | 200 |
| Engine Type: | In-Line 4 Cylinder |
| Displacement: | 2785cc (163.0 ci) |
| Bore x Stroke: | 96 x 96.2mm (3.78 x 3.79in) |
| Prop Shaft Horsepower: | 200hp at 5500 rpm |
| Compression Ratio: | 10.3 |
| Fuel/Induction System: | EFI (DOHC) |
| Exhaust: | Through Propeller |
| Intake: | Single Electronically Controlled Throttle Valve |
| Ignition System: | TCI Microcomputer |
| Spark Plug: | LFR6A-11-00-000 |
| Alternator Output: | 50 Amp |
| Starting System: | Electric with Power Trim & Tilt |
| Lubrication: | Wet Sump |
| Engine Oil Capacity: | 4.5L/4.3L w/without filter |
| Full Throttle RPM Range: | 5000 - 6000 |
| Cooling: | Thermostatic Control |
| Recommended Engine Oil: | Yamalube® 4M (See owner's manual) |
| Recommended Fuel: | Regular Unleaded (Minimum Pump Octane 89) |
| Recommended Fuel Filtration: | Yamaha 10 Micron Fuel/Water Separating Filter (external) |
| Ethanol Blend Limit: | 10% Maximum |
| Gear Ratio: | (26 to 14) 1.86 to 1 |
| Gear Shift: | F-N-R |
| Shaft Length: | 25" |
| Degree of Tilt: | 70° |
| Degree of Trim: | -4° through +16° |
| C.A.R.B. Rating: | 3-Star |
| Dry Weight: | 489 lbs |
| Rotation: | Counter (Left) |
| Mounting Centers: | 26-inch |
| Steering Angle (maximum): | 32° from center, either direction |
| Power Trim and Tilt: | Standard |
| Freshwater Flush: | Standard |
| Easy Maintenance: | Standard |
| Counter Rotation: | "LF" Model |
| Yamaha Diagnostic System: | Compatible |
| Single Belt Drive System: | Standard |
| Long Oil Dip Stick Tube: | Standard |
| Reversible PTT Switch: | Standard |
| Multi Charge Monitoring System: | Standard |

Features: Four Stroke Engine Design, Powerful 4-Cylinder 163 cu in., Compact 10mm Offset Crankshaft, Large Volume Air Intake, Precision Multi-Point Fuel Injection, DOHC (Double Overhead Camshaft), Variable Camshaft Timing (VCT™), 4-Valves Per Cylinder, Long Track Induction System, Compact, Lightweight Design, Labyrinth Exhaust, 4-1 Exhaust System, Twin Balancer Shafts, Flywheel Dampener, TCI Microcomputer, Direct Drive System, Wet Sump Lubrication, Engine Warning System, Sacrificial Anodes, YDC-30 Aluminum Alloy, 5-Step Anti-Corrosion Paint Process, Electro-deposited Powerhead Paint Process, Top Mounted Electrical, Forged Pistons, Super Tight Cowling Mounting, Heat Treated Gears, High Output Alternator, SST Drive, Prop Shift Shafts, SST Steering Tube, Magnetic Drain Plug, Cowling Air Intake Water Draining System, Water Separator

Item 5: Quantity of (2) DEC Rigging Kits (Part Number: 6X6-OE83C-00-00)

Single/Twin Engine Kit w/ 1 Information Station Display.

Note: Control to be paired with these kits is Model CL-2MA.

Item 6: Quantity of (2) De-Rig Existing Yamaha Motors and Install New Motors**Item 7: Commission Motors and Put Into Service (All Motors).**

The specifications shown are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

Bidder Information Form

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

Bid Name & Number: IFB 16-006/JW, Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Marine Division

Bidder's Company/Business Name: THE NINGO GROUP LLC dba PETE JORGENSEN MARINE

Bidder's TAX ID Number: 20-0624058

Contact Person: Pete Jorgensen **Title:** GM.

Phone Number (with area code): 409-2121005

Alternate Phone Number if available (with area code): 409-2129347

Fax Number (with area code): 409-2129681

Email Address: Pete @ jorgensen-marine . com

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

24 NTH 11th st.

Address

BEAUMONT TEXAS 77702

City, State, Zip Code

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:

dba THE DINGO GROUP LLC
PETE JORGENSEN MARINE
 Company Name

24 NTH 11th ST

Address

BETTUMONT TX 77702
 City BETTUMONT State TX Zip 77702

Pete Jorgensen

 Signature of Person Authorized to Sign

PETE JORGENSEN.
 Printed Name

G.M.
 Title

For clarification of this offer, contact:

PETE JORGENSEN

Name

409-2121005 409-2129681
 Phone Fax

pete@jorgensenmarine.com
 E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Marine Division.

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. 16-006/JW, Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Marine Division. 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

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

| Item | Description | Quantity | Unit Price | Total Price |
|------|---|----------|-------------|-------------|
| 1 | Yamaha F300UCA Model 300 HP Outboard Motor or Equivalent | 4 | \$ 21291.00 | \$ 85164.00 |
| 2 | Yamaha LF300UCA Model 300 HP Outboard Motor or Equivalent | 4 | \$ 21879.00 | \$ 87516.00 |

| Item | Description | Quantity | Unit Price | Total Price |
|------|--|----------|-------------|-------------|
| 3 | Yamaha F200XCA Model 200 HP Outboard Motor or Equivalent | 2 | \$ 15581.00 | \$ 31162.00 |
| 4 | Yamaha LF200XCA Model 200 HP Outboard Motor or Equivalent | 2 | \$ 16197.00 | \$ 32394.00 |
| 5 | DEC Rigging Kits (Part No. 6X6-OE83C-00-00) or Equivalent <i>CONTROLS - INCLUDES CL2MA X2</i> | 2 | \$ 2323.00 | \$ 4646.00 |
| 6 | De-Rig Existing Yamaha Motors and Install New Motors | 2 | \$ 1800.00 | \$ 3600.00 |

| Item | Description | Total Price |
|------|---|-------------|
| 7 | Commission Motors and Put Into Service (All Motors) | \$ 1500.00 |

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: TEXAS PARKS AND WILDLIFE
 Address: 601 CHANNELVIEW DR PORT ARTHUR TX 77640
 Contact Person and Title: JERRY.
 Phone: 409-9831104 Fax: _____
 Contract Period: 2010 TO PRESENT Scope of Work: OUTBOARDS / SERVICE / PARTS

REFERENCE TWO

Government/Company Name: BONNET CONTRACTORS
 Address: 1020 LINDBERGH BROWNSVILLE TX 77702
 Contact Person and Title: HENRY GOSS
 Phone: 409 - 842 2125 Fax: 409 - 8405180
 Contract Period: 2004 TO PRESENT Scope of Work: OUTBOARD MTS / SERVICE / PARTS

REFERENCE THREE

Government/Company Name: JEFFERSON COUNTY MARINE DIVISION
 Address: P.O. BOX 3522 BROWNSVILLE TX 77704
 Contact Person and Title: Ron HOBBS
 Phone: 409 - 7262950 Fax: 409 - 7226596
 Contract Period: 2007 TO PRESENT Scope of Work: OUTBOARDS / SERVICE / PARTS

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.

THE DINGO GROUP LLC dba
PETE JORGENSEN MARINE

Bidder (Entity Name)

24 NTH 11TH ST

Street & Mailing Address

BETTUMONT TX 77702

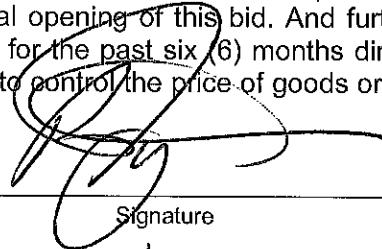
City, State & Zip

409-212-1005

Telephone Number

petejorgensenmarine.com

E-mail Address



Signature

PETE JORGENSEN.

Print Name

04-18-2016.

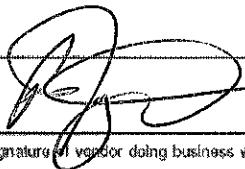
Date Signed

409-212-9681

Fax Number

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

| CONFFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity | | FORM CIQ |
|---|--|---|
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p> | | OFFICE USE ONLY <div style="border: 1px solid black; padding: 5px; width: 150px; height: 100px; margin-bottom: 10px;"></div> <p>Date Received</p> |
| <p>1 <input type="checkbox"/> Name of vendor who has a business relationship with local governmental entity.</p> <p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p> <p>3 <input type="checkbox"/> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; margin-top: 10px;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> <p>4  Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;"><u>84-18-2016</u> Date</p> | | |

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

**Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY**

| LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT | | FORM CIS | | | | | | | | |
|---|---|--|--------------------|---------------------|--------------------|---------------------|--------------------|---------------------|--|--|
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p> | | OFFICE USE ONLY <input style="width: 100%; height: 40px; border: 1px solid black; margin-bottom: 5px;" type="text"/> Date Received | | | | | | | | |
| 1 | Name of Local Government Officer | | | | | | | | | |
| 2 | Office Held | | | | | | | | | |
| 3 | Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code | | | | | | | | | |
| 4 | Description of the nature and extent of employment or other business relationship with vendor named in item 3 | | | | | | | | | |
| 5 | <p>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 5px;">Date Gift Accepted</td> <td style="width: 70%; padding: 5px;">Description of Gift</td> </tr> <tr> <td style="width: 30%; padding: 5px;">Date Gift Accepted</td> <td style="width: 70%; padding: 5px;">Description of Gift</td> </tr> <tr> <td style="width: 30%; padding: 5px;">Date Gift Accepted</td> <td style="width: 70%; padding: 5px;">Description of Gift</td> </tr> <tr> <td colspan="2" style="text-align: center; padding: 5px;">(attach additional forms as necessary)</td> </tr> </table> | | Date Gift Accepted | Description of Gift | Date Gift Accepted | Description of Gift | Date Gift Accepted | Description of Gift | (attach additional forms as necessary) | |
| Date Gift Accepted | Description of Gift | | | | | | | | | |
| Date Gift Accepted | Description of Gift | | | | | | | | | |
| Date Gift Accepted | Description of Gift | | | | | | | | | |
| (attach additional forms as necessary) | | | | | | | | | | |
| 6 | <p>AFFIDAVIT</p> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> | | | | | | | | | |
| <input style="width: 100%; height: 15px; border: 1px solid black;" type="text"/> Signature of Local Government Officer | | | | | | | | | | |
| AFFIX NOTARY STAMP / SEAL ABOVE | | | | | | | | | | |
| <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p> | | | | | | | | | | |
| Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath | | | | | | | | |

Adopted 8/7/2015

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.

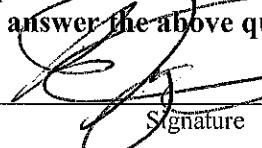
Did the Prime Contractor/Consultant . . .

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

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

Pete Jorgensen

Printed Name of Authorized Representative



Signature

G. m.

Title

04-18-2016

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): _____ *NA*

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: _____

Pete Jorgenson

Printed Name of Contractor Representative

[Signature]

Signature of Representative

04-18-2016

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): _____ *A*

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: _____ *N/A*

Address: _____
Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____ *N/A*

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.

THE DINGO GROUP LLC dba

- I certify that PETE JORGENSEN MARINE [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.): | <u>20-0624058</u> |
| Company Name submitting bid/proposal: | <u>THE DINGO GROUP LLC dba</u> <u>PETE JORGENSEN MARINE</u> |
| Mailing address: | <u>24 NTH 11TH ST BETHUMONT TX 77702</u> |
| 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** |
|---------------------------------|--------------------------------|
| <u>237-302-000000-600-0000</u> | <u>24 NTH 11TH ST</u> |
| <u>" " " 800 "</u> | <u>36 NTH 11TH ST</u> |
| <u>237-302-00000-2100-0000</u> | <u>2475 SMART ST</u> |

* 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 TEXAS

COUNTY OF JEFFERSON

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

on this day personally appeared PETE JORGENSEN, who
(name)

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

"I, PETE JORGENSEN am a duly authorized officer of/agent
(name) PETE JORGENSEN
for THE DINGO GROUP LLC dba MARINE and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said THE DINGO GROUP LLC dba. PETE JORGENSEN MARINE
(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: THE DINGO GROUP LLC dba PETE JORGENSEN MARINE

24 NTH 11TH ST BETHUMONT TX 77702

Fax: 409-212 9681

Telephone# 409-212 1005

by: PETE JORGENSEN

Title: G.M.

(print name)

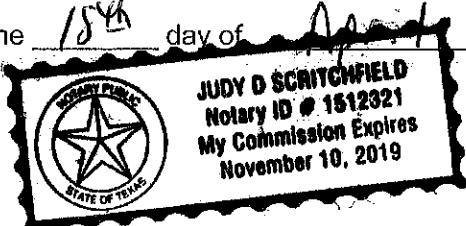
Signature: 

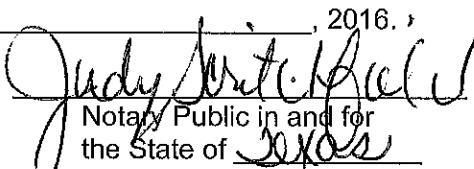
SUBSCRIBED AND SWORN to before me by the above-named

on

this the 18th day of April,

, 2016.




Notary Public in and for
the State of TEXAS

Bidder Shall Return Completed Form with Offer.

IFB 16-006/JW

REPLACEMENT OUTBOARD MOTORS & RIGGING KITS
FOR JEFFERSON COUNTY SHERIFFS MARINE DIVISION
DUE DATE 04-19-2016 11:00AM CDT
Pete JORGENSEN MARINE

To. PURCHASING AGENT

JEFFERSON County PURCHASING DEPT
1149 PEARL ST
BEAUMONT TX 77701

RECEIVED 04:56 PM APR 18 2016



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE

Advertisement for Invitation for Bids

April 25, 2016

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 16-007/YS, Re-Bid Term Contract for Termite Treatment for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us/Purchasing/main.htm> 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 County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Re-Bid Term Contract for Termite Treatment for Jefferson County
BID NO: IFB 16-007/YS
DUE DATE/TIME: 11:00 AM CDT, Tuesday, May 24, 2016
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 Yea-Mei Sauer, Contract Specialist, at 409-835-8593 or ysauer@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

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

Deborah L. Clark, Purchasing Agent

Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – April 27, 2016 and May 4, 2016

IFB 16-007/YS
Re-Bid Term Contract for Termite Treatment
for Jefferson County
Bids due: 11:00 AM CDT, Tuesday, May 24, 2016

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Return
with
Bid

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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 Jefferson County Purchasing Department Website (below) 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.

<http://www.co.jefferson.tx.us/purchasing/main.htm>

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 Department
1149 Pearl Street, 1st 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 Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

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 – 2016:

| | | |
|------------------|-------------------|-----------------------------|
| January 1 | Friday | New Year's Day |
| January 18 | Monday | Martin Luther King, Jr. Day |
| February 15 | Monday | President's Day |
| March 25 | Friday | Good Friday |
| May 30 | Monday | Memorial Day |
| July 4 | Monday | Independence Day |
| September 5 | Monday | Labor Day |
| November 11 | Friday | Veterans Day |
| November 24 & 25 | Thursday & Friday | Thanksgiving |
| December 26-27 | Monday & Tuesday | Christmas |

Rejection or Withdrawal

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

6. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

7. Award

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

12. Changes and Addenda to Bid Documents

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

13. Specifications

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

14. Delivery

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

15. Interpretation of Bid and/or Contract Documents

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

16. Currency

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

17. Pricing

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

18. Notice to Proceed/Purchase Order

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

19. Certification

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

- The submission of the offer did not involve collusion or other anti-competitive practices.

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

20. Definitions

“County” – Jefferson County, Texas.

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

21. Minority-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 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 require 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. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

Bid Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.
2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

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

5. 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.

6. Payment

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

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

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. 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.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 8.1.3 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 (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

| | |
|-----------------------|-----------------------------------|
| Workers' Compensation | Statutory Coverage (see attached) |
|-----------------------|-----------------------------------|

9. Workers' Compensation Insurance

9.1 Definitions:

- 9.1.1 **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.
- 9.1.2 **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.

- 9.1.3 **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.
- 9.2 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.
- 9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.
- 9.4 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.
- 9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- 9.5.1 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
 - 9.5.2 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.
- 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 9.7 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.
- 9.8 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.
- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 9.9.1 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.
 - 9.9.2 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.
 - 9.9.3 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.

- 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 9.9.4.2 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.
 - 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 9.9.6 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
 - 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 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.
 - 9.11 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 Yea-Mei Sauer, Contract Specialist (e-mail: ysauer@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 16-007/YS, Re-Bid Term Contract for Termite Treatment for Jefferson County.

Scope

The intention of this Jefferson County Invitation for Bid (IFB) is to solicit bids for termite treatment for Jefferson County buildings. **Treatment is desired for Native Eastern Termites and Formosan termites.** 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.

The contractor shall furnish all labor, tools, materials and equipment necessary to accomplish the full treatment for termite eradication and control for all areas and buildings specified herein including, but not limited to, rooms, closets, lounges, toilets, kitchens, hallways, stairwells, basement, attics, and laboratories.

Description

The contractor shall furnish and deliver termite treatment services for various facilities through Jefferson County. All areas in each facility, regardless of occupying tenants, shall receive termite treatment services in compliance with the administrative provisions of the Texas Structural Pest Control Act (TSPCA).

1. Prices shall be quoted on a per service location basis for the initial treatment.
2. After initial treatment, annual inspections are required on treated buildings during the warranty period.
3. The general scope of work required shall include, but not be limited to, the initial inspection of accessible areas of each structure, and preparation and submission of a termite treatment plan for each structure containing active termite colonies and/or damages.
4. Subterranean termite treatment and control as required herein shall consist of chemically treating the soil and base of the structure in a manner that prevents any termites existing within the structure.
5. The proposed termite treatment plan submitted by the contractor shall reflect any conditions which, if not corrected by the County, will adversely impact treatment of any of the included structures. The plan will also reflect any existing damages to the structures.
6. Each treated building and/or related structure shall be guaranteed for a period of one (1) year after initial treatment with industry standard warranty. Warranty for up to an additional four (4) years may be offered by the contractor.
7. Selected contractor shall have an organization predominantly and regularly engaged in the performance of the majority of work presented in this IFB.
8. All work performed and material used shall meet the minimum requirements of all applicable Federal and State regulations and local ordinances.
9. Chemicals and/or poisons shall be handled and transported in strict accordance with product manufacturer, or as specified herein. Receptacles will not be placed in an area readily accessible to the public.

10. Chemicals and/or baits to be used shall be specifically designed for use in termite control work. The chemicals must be acceptable to the appropriate controlling Federal, State and Local agencies, or, if chemicals are proprietary preparations, they shall be registered under Federal Insecticide, Fungicide and Rodenticide Act for their proper use. **Material Safety Data Sheets for each chemical used on the property must be furnished to the contact person.** Only Environmental Protection Agency (EPA) approved non-flammable, non-injurious products may be used for work under this contract.
11. The chemicals and/or poisons shall be applied at the dosage rate and by the methods prescribed by the appropriate controlling agencies, laws, regulations, codes and ordinances, or in accordance with the directions for use acceptable for registration of the products under the Federal Act. No pesticide shall be used in any manner inconsistent with its labeling. All pesticides used in the termite control program shall be properly labeled for the control of the target pests against which they are being used and label instructions shall be strictly adhered to. **A statement of the methods to be used shall accompany the bid.**
12. **Extreme caution** must be taken by the contractor to protect human life from toxicity, poison or harm from the traps, poisons, bait stations, and chemicals used in extermination and termite control services. The contractor shall take all precautionary measures to safeguard the health and well-being of the building occupants and to protect their foods, furnishings and surroundings from harmful or distasteful odors, stains, spoilage or damage of any description. The Contractor shall be responsible for the safe use and application of the pesticides used in the pest control program. Protective clothing, equipment, and devices shall, at a minimum, conform to Occupational Health and Safety Administration (OSHA) standards for the products being used.
13. **Structural Modification** - any modification of any structure covered by the Agreement shall be coordinated with Linda McMahan, 409-836-8701, Jefferson County Historical Commission. The Jefferson County Courthouse is a historical structure; therefore, termite treatment should not permanently alter the site. Bait boxes or similar containers should be attached with small nails on baseboards and moldings.
14. **Callbacks** shall be construed as service needed between regularly scheduled visits. All callbacks shall be provided at no charge to Jefferson County, as necessary to achieve and maintain satisfactory results.

Square footage, as noted on the Bid Form, is estimated only. Bidder is responsible for verification of all areas described. As necessary, contractor may view area to be treated by arranging with contact person.

Service shall be performed according to the terms on the Bid Form (pages 19-21) and will be coordinated with the individual contact person for each facility. **Contractor must provide to the Jefferson County contact person a treatment schedule that will be followed on a regular basis.** The Jefferson County contact person must approve any changes to the treatment schedule. The contractor's service representative will report to each location's contact person prior to performing any work. **Contractor shall provide and post in each facility a notice of termite treatment as required by TSPCA.** The contact person(s) will notify the service representative of any infestation problems. If contractor is not able to complete a treatment as scheduled, a twenty-four (24) hour notice must be given to the Jefferson County contact person. Documentation of work performed must be signed by a Jefferson County employee or representative at the time service is performed.

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:

Digitized by srujanika@gmail.com

For clarification of this offer, contact:

Company Name

Address

Name _____

Signature of Person Authorized to Sign

E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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. 16-007/YS, Re-Bid Term Contract for Termite Treatment 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

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

The quantities indicated on this Bid Form are estimates of the total areas to be treated during the year. The County does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the County's requirements whether more or less service is required. The County reserves the right to change, add, or delete service locations. Changes shall be made based on the unit prices bid.

| Item | Service Location | Square Footage | Unit Price (per square foot) | Total Price for Service Location |
|------|--|----------------|---------------------------------|-------------------------------------|
| 1 | Jefferson County Courthouse – Historic Portion 1149 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511 | 115,490 | \$ _____ | \$ _____ |
| 2 | Jefferson County Courthouse – New Portion 1001 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511 | 140,937 | \$ _____ | \$ _____ |
| 3 | Jefferson County Annex I – Beaumont 215 Franklin Street, Beaumont TX Contact Person: David Knight 409-835-8511 | 31,784 | \$ _____ | \$ _____ |
| 4 | Jefferson County Annex II – Beaumont 1295 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511 | 17,197 | \$ _____ | \$ _____ |
| 5 | Jefferson County Annex IV – Beaumont 820 Neches, Beaumont TX 77701 Contact Person: David Knight 409-835-8511 | 20,000 | \$ _____ | \$ _____ |
| 6 | Jefferson County Subcourthouse – Port Arthur 525 Lakeshore Drive, Port Arthur TX Contact Person: Mark Bernard 409-983-8307 | 15,394 | \$ _____ | \$ _____ |
| 7 | Jefferson County Annex III – (Health & Welfare/Community Supervision) – Port Arthur 800 Fourth Street, Port Arthur TX Contact Person: Mark Bernard 409-983-8307 | 14,300 | \$ _____ | \$ _____ |
| 8 | Precinct #3 Service Center (office only) 5700 Jade Avenue, Port Arthur TX Contact Person: Mark Bernard 409-983-8307 | 3,500 | \$ _____ | \$ _____ |
| 9 | Mid County Office Building 7933 Viterbo Road, Beaumont TX Contact Person: Frank Adams 409-727-2173 | 6,120 | \$ _____ | \$ _____ |

(BID FORM CONTINUED ON NEXT PAGE)

BIDDER MUST RETURN THIS PAGE WITH OFFER

Bid Form (Continued)

| Item | Service Location | Square Footage | Unit Price (per square foot) | Total Price for Service Location |
|--|--|----------------|------------------------------|----------------------------------|
| 10 | Jefferson County Hamshire Building 24420 Highway 124, Hamshire TX Contact Person: Frank Adams 409-727-2173 | 2,858 | \$ _____ | \$ _____ |
| 11 | Minnie Rogers Juvenile Justice Center – Beaumont 5326 Highway 69 South, Beaumont TX Contact Person: Chief Cockrell 409-722-7474 | 12,850 | \$ _____ | \$ _____ |
| 12 | Mid County Tax Office 4605 Jerry Ware Drive, Beaumont TX Contact Person: Frank Adams 409-727-2173 | 2,476 | \$ _____ | \$ _____ |
| 13 | Precinct #2 Service Center 7759 Viterbo Road, Beaumont TX Contact Person: Frank Adams 409-727-2173 | 14,400 | \$ _____ | \$ _____ |
| 14 | Jack Brooks Regional Airport - Terminal 6000 Airline Drive, Beaumont TX Contact Person: Duke Youmans 409-722-0643 | 19,579 | \$ _____ | \$ _____ |
| TOTAL FOR ALL SERVICE LOCATIONS | | | | \$ _____ |

Note to bidders: Please verify totals prior to bid submission.
Any bids found to have mathematical errors may be considered non-responsive.

Additional Warranty:

| | | |
|----|--|----------|
| 15 | Additional Warranty for ALL Jefferson County Service Locations (per year) | \$ _____ |
| | Terms: | |

(BID FORM CONTINUED ON NEXT PAGE)
BIDDER MUST RETURN THIS PAGE WITH OFFER

Bid Form (Continued)

Bidders shall submit a Termite Treatment Plan consisting of the following:

1. Proposed materials and equipment for service, including MSDS, current labels and brand names of equipment and chemicals to be used.
2. Proposed methods for monitoring and detection throughout the term of the contract including, but not limited to Partial Treatment, Spot Treatment, Baiting System, Barriers, detectors, and sensors.
3. Service schedule of each building/site.
4. Description of any structural or operational changes that would facilitate the termite control effort. Bidder will describe site-specific solutions of observed sources of pest.
5. Initial response time as well as callback time in the event Jefferson County inspects a facility and finds an infestation.
6. Current Texas Department of Agriculture Structural Pest Control Service licenses and certificates for each employee who will be performing on-site service under this contract as well as any additional licenses and certifications required by Federal, State, and Local law.

**Please attach Termite Treatment Plan to this page.
Any bid without an attached Treatment Plan will be considered non-responsive.**

Acknowledgment of Addenda (if any):

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

BIDDER MUST RETURN THIS PAGE 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.

Bidder (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

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

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

| LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT | | FORM CIS | | | |
|--|---|-------------------------------------|---|--|-------------------------------------|
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p> | | | | | |
| <p>1 <input type="text"/> Name of Local Government Officer</p> <p>2 <input type="text"/> Office Held</p> <p>3 <input type="text"/> Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p> <p>4 <input type="text"/> Description of the nature and extent of employment or other business relationship with vendor named in item 3</p> <p>5 <input type="text"/> List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p> | <p>OFFICE USE ONLY</p> <p>Date Received</p> | | | | |
| <p>6 <input type="text"/> AFFIDAVIT</p> | <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: right;">_____ Signature of Local Government Officer</p> <p style="text-align: center;">AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.</p> <table style="width: 100%; border-top: 1px solid black; border-bottom: 1px solid black; margin-top: 10px;"> <tr> <td style="width: 33%; text-align: left; padding: 2px;">Signature of officer administering oath</td> <td style="width: 33%; text-align: center; padding: 2px;">Printed name of officer administering oath</td> <td style="width: 33%; text-align: right; padding: 2px;">Title of officer administering oath</td> </tr> </table> | | Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath |
| Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath | | | |

Adopted 8/7/2015

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 . . .

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

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

Printed Name of Authorized Representative

Signature

Title

Date

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 SUCONTRACTOR 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 _____, 2016.

Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE

Advertisement for Invitation for Bids

April 25, 2016

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 16-008/JW, Major Drive Extension From SH 124 to LaBelle Rd. **Specifications for this project may be obtained for a non-refundable fee of \$25.00 from the Jefferson County Engineering Department, 1149 Pearl Street, 5th Floor, Beaumont, Texas. Contact Mr. Donald Rao at 409-835-8584.**

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 County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Major Drive Extension From SH 124 to LaBelle Rd
BID NO: IFB 16-008/JW
DUE DATE/TIME: 11:00 AM CDT, Tuesday, May 24, 2016
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

There will be a **Mandatory Pre-bid Conference** at 10:00 AM CDT on Wednesday, May 11, 2016, at the Jefferson County Engineering Department Conference Room located on the 5th floor of the Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701.

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County. Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

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.

A handwritten signature of Deborah L. Clark in black ink, with a faint circular official seal or stamp visible behind it.

Deborah L. Clark, Purchasing Agent

Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – April 27th and May 4th, 2016



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE

Advertisement for Invitation for Bids

April 25, 2016

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 16-009/JW, Sale of Used Low-Level Passenger Boarding Bridges. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us/Purchasing/main.htm> 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 County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Conference Room, 1149 Pearl Street, 5th Floor, Beaumont, Texas 77701 at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: **Sale of Used Low-Level Passenger Boarding Bridges**

BID NO: **IFB 16-009/JW**

DUE DATE/TIME: **11:00 AM CDT, Tuesday, May 24, 2016**

MAIL OR DELIVER TO: **Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701**

Prior to bid submission, Bidders may contact the Jack Brooks Regional Airport at 409-719-4900 to schedule a viewing of the Passenger Boarding Bridges for sale via this IFB.

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

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.

A circular stamp containing a signature that reads "Deborah L. Clark" over "Jefferson County Purchasing Department".

Deborah L. Clark, Purchasing Agent

Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – April 27th & May 4th, 2016

IFB 16-009/JW
Sale of Used Low-Level Passenger Boarding Bridges
Bids due: 11:00 AM CDT, Tuesday, May 24, 2016

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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 Department
1149 Pearl Street, 3rd 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 Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

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. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the bid closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. 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.

4. 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.

5. 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.

6. County Holidays – 2016:

| | | |
|------------------|-------------------|-----------------------------|
| January 1 | Friday | New Year's Day |
| January 18 | Monday | Martin Luther King, Jr. Day |
| February 15 | Monday | President's Day |
| March 25 | Friday | Good Friday |
| May 30 | Monday | Memorial Day |
| July 4 | Monday | Independence Day |
| September 5 | Monday | Labor Day |
| November 11 | Friday | Veterans Day |
| November 24 & 25 | Thursday & Friday | Thanksgiving |
| December 26-27 | Monday & Tuesday | Christmas |

7. 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.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 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 |
| Workers' Compensation | Statutory Coverage (see attached) |

9. Workers' Compensation Insurance

9.1 Definitions:

- 9.1.1 **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.
 - 9.1.2 **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.
 - 9.1.3 **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.
- 9.2 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.
 - 9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.
 - 9.4 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.
 - 9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 9.5.1 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
 - 9.5.2 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.
 - 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
 - 9.7 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.
 - 9.8 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.
 - 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

- 9.9.1 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.
 - 9.9.2 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.
 - 9.9.3 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.
 - 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 9.9.4.2 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.
 - 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 9.9.6 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
 - 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 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.
 - 9.11 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.

10. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

11. 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 in accordance with the laws of the State of Texas, to waive any formality or irregularity, and/or to reject any or all bids. In the event the highest 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.

12. 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.

13. 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.

14. 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.

15. 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 Department.

16. 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.

17. Specifications

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.

18. 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.

19. Currency

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

20. 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.

21. 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.

22. Definitions

“County” – Jefferson County, Texas.

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

23. 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.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Assistant Purchasing Agent (e-mail: jwest@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number 16-009/JW.

1. Objective

Jefferson County seeks to sell two (2) Used Low-Level Passenger Boarding Bridges. Purchased in 2000 and refurbished by ThyssenKrupp in 2009 due to hurricane damage, these Boarding Bridges are currently located at and have been solely utilized by the Jack Brooks Regional Airport.

The Boarding Bridges will be sold only as a pair, and will not be sold separately.

2. Scope

The Jefferson County Purchasing Department will receive sealed bids for the Sale of Used Low-Level Passenger Boarding Bridges. The Boarding Bridges will be sold as is, as one unit, as listed on the Bid Form. All offers must be submitted on the official Bid Form included in this Invitation for Bid (Page 11).

The Successful Bidder must make bid payment within fourteen (14) days of receipt of award notice. Non-business days included.

The Successful Bidder shall be solely responsible for removing and transporting the Boarding Bridges from the Jack Brooks Regional Airport located at N. Hwy 69 Nederland, Texas. The Successful Bidder will also be responsible for having the first components of each Boarding Bridge detached from the exterior wall. To Jefferson County's best knowledge, these first components are connected to the exterior wall via angle iron and a connector seal.

The Successful Bidder shall coordinate the date and time of removing and transporting the Boarding Bridges with Duke Youmans, Operation /Security Chief with the Jack Brooks Regional Airport at 409-719-4950.

The Successful Bidder must thoroughly remove and transport the Boarding Bridges from the Jack Brooks Regional Airport within thirty (30) days of the date of bid payment submission.

The Successful Bidder will be solely responsible for any and all damages that may occur to person or property as a result of the removal and transporting of the Boarding Bridges.

Minimum Specifications (Continued)

3. Description

The Description and Specifications included in this section are applicable to both Boarding Bridges included in this Invitation for Bid.

Manufacturer: ThyssenKrupp

Type: RS 31/19.3-2 Low Rider “DUAL” Steel Apron Drive Passenger Boarding Bridge

Purchase Date: 2000

Refurbishment (Due to Hurricane Damage): 2009

Fully extended, the bridge is 101' long, fully closed it is 64'. The “inside” tunnel portion is 47', the “outside” tunnel portion is 48'.

4 main components:

1. From building to pivot point.
2. Inside tunnel
3. Outside tunnel
4. Pivot head to aircraft

Note: Additional Description of Boarding Bridges is Provided in Exhibits A & B of these specifications.

Bidder Information Form

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

Bid Name & Number: IFB 16-009/JW, Sale of Used Low-Level Passenger Boarding Bridges

Name: _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Email Address: _____

Mailing Address

Address _____

City, State, Zip Code _____

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to purchase the materials or service (s) 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

Address

Name

City

State

Zip

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: Sale of Used Low-Level Passenger Boarding Bridges.

The Contractor is now bound to purchase 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.

Payment shall be made by the successful bidder, by guaranteed funds, within fourteen (14) days of notification of award.

This contract shall henceforth be referred to as Contract No. 16-009/JW.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Note to Bidder: The Boarding Bridges will be sold as is, as one unit, as listed on the Bid Form Below. Boarding Bridges will not be sold separately.

| Item Description | Bid Amount |
|--|------------|
| Two (2) Used ThyssenKrupp Low-Level Passenger Boarding Bridges | \$ _____ |

Payment by guaranteed funds shall be made by the Successful Bidder within fourteen (14) of notification of award.

Payment will be made to:

Jefferson County Auditor
 Patrick Swain
 1149 Peal Street, 7th Floor
 Beaumont, TX 77701

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

EXHIBIT A: Photographs of Passenger Boarding Bridges

Photo of Passenger Boarding Bridge No. 1



EXHIBIT A: Photographs of Passenger Boarding Bridges (Continued)

Photo of Passenger Boarding Bridge No. 2



EXHIBIT A: Photographs of Passenger Boarding Bridges (Continued)

Photo of Passenger Boarding Bridge No. 2



EXHIBIT A: Photographs of Passenger Boarding Bridges (Continued)

Photo of Passenger Boarding Bridge 1

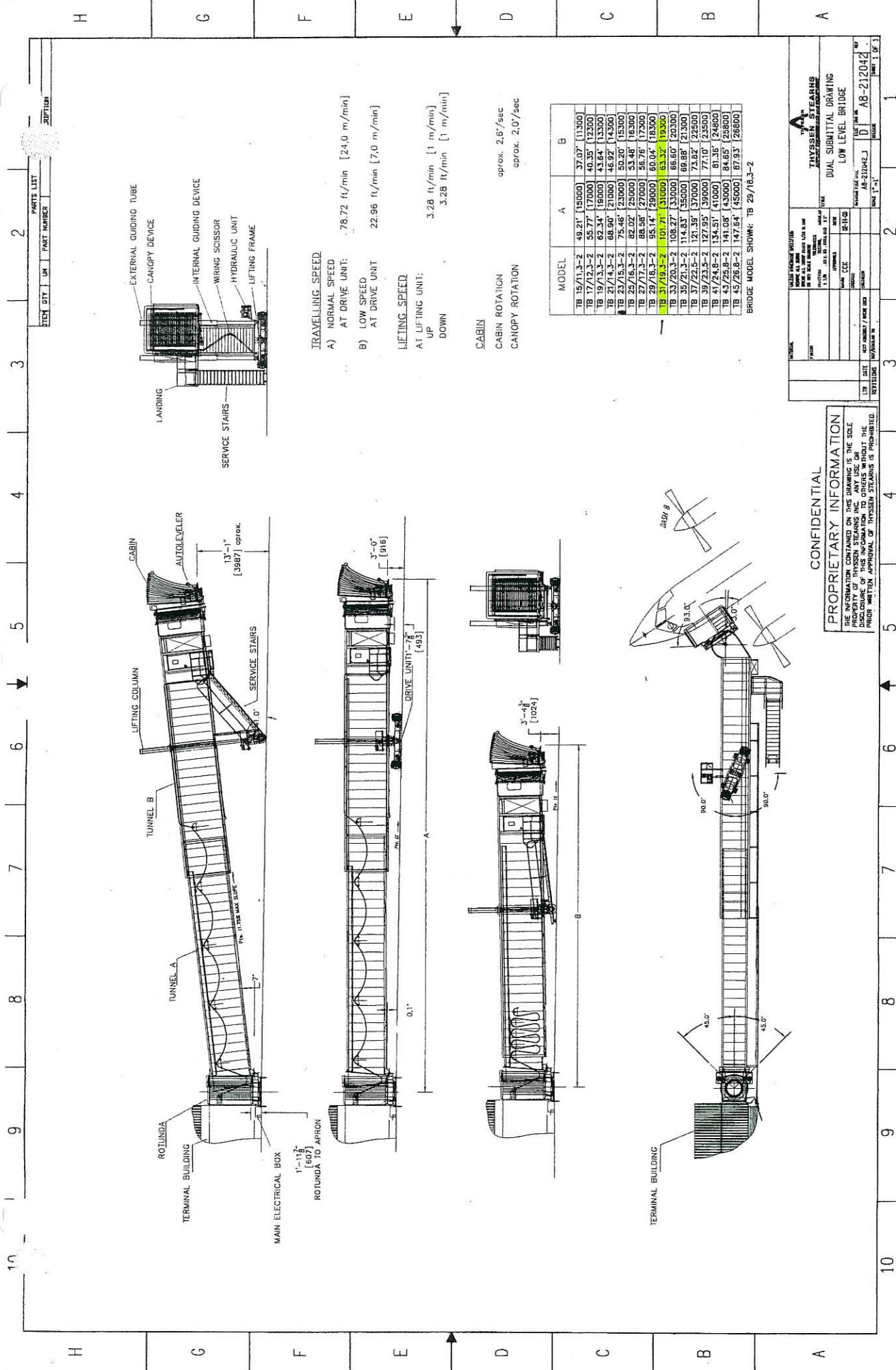


EXHIBIT A: Photographs of Passenger Boarding Bridges (Continued)

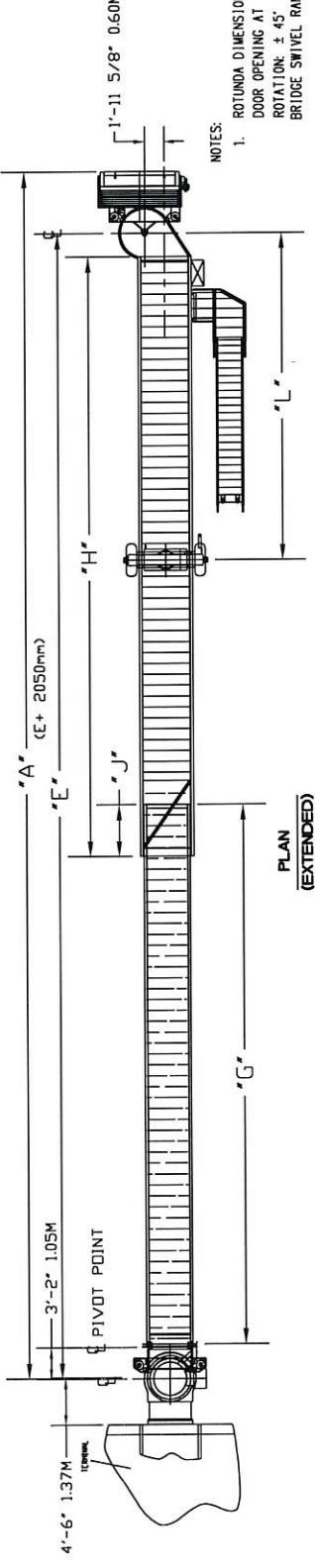
Photo of Passenger Boarding Bridges 1 & 2



**EXHIBIT B: Original Specifications Provided
by ThyssenKrupp (Vendor Bridges Were Purchased From)**



| 10 | | 9 | | 8 | | 7 | | 6 | | 5 | | 4 | | 3 | | 2 | | | | | |
|--------------|-----------------------|------------------------|---|---|--|---|--|--|--|--|---------------------------------|---------------------------------|---------------------------------|---------------------------------|------------------------------|--------|--------|-------|--------|--------|--------|
| MODEL | A EXTENSION MAX | B RETRACTION MIN | C RETRACTION TO ELECTRICAL LIMITS | D RECOMMENDED OPERATIONAL RETRACTION | E EXTENSION TO ELECTRICAL LIMITS | F RECOMMENDED OPERATIONAL RETRACTION | G RECOMMENDED OPERATIONAL EXTENSION | H EXTENSION TO ELECTRICAL LIMITS | I RECOMMENDED OPERATIONAL EXTENSION | J EXTENSION TO ELECTRICAL LIMITS | K EXTENDED TUNNEL OVERLAP | L BRIDGE TRAVEL TO LIMITS | M EXTENDED TUNNEL OVERLAP | N BRIDGE TRAVEL TO LIMITS | O LIFT COLUMN LOCATION | | | | | | |
| DS 15/11.3-2 | 49.23' | 15.00M | 37.08' | 11.30M | 30.36' | 9.25M | 33.84' | 10.25M | 42.50' | 12.95M | 39.22' | 11.95M | 21.06' | 6.76M | 6.57' | 2.00M | 12.14' | 3.70M | 13.16' | | |
| DS 15/12.0-2 | 55.79' | 17.00M | 40.36' | 12.30M | 33.64' | 10.25M | 49.06' | 11.25M | 45.78' | 14.95M | 43.78' | 13.35M | 24.35' | 7.42M | 25.46' | 7.76M | 6.57' | 2.00M | 15.42' | 4.70M | 13.16' |
| DS 19/13.3-2 | 62.35' | 19.00M | 43.65' | 13.30M | 36.92' | 11.25M | 50.20' | 12.25M | 55.62' | 16.95M | 52.34' | 15.35M | 27.62' | 8.42M | 28.75' | 8.76M | 6.57' | 2.00M | 18.71' | 5.70M | 14.80' |
| DS 21/14.3-2 | 68.92' | 21.00M | 46.93' | 14.30M | 40.20' | 12.25M | 53.48' | 13.25M | 62.19' | 18.95M | 58.91' | 17.95M | 30.90' | 9.42M | 32.03' | 9.76M | 6.57' | 2.00M | 21.99' | 6.70M | 18.08' |
| DS 23/15.3-2 | 75.48' | 23.00M | 50.21' | 15.30M | 43.68' | 13.25M | 66.76' | 14.25M | 68.75' | 20.95M | 65.47' | 19.95M | 34.19' | 10.12M | 35.31' | 10.76M | 6.57' | 2.00M | 25.27' | 7.70M | 19.72' |
| DS 25/16.3-2 | 82.04' | 25.00M | 53.49' | 16.30M | 46.75' | 14.25M | 50.05' | 15.25M | 75.32' | 22.95M | 72.03' | 21.95M | 37.47' | 11.12M | 38.59' | 11.76M | 6.57' | 2.00M | 28.55' | 8.70M | 19.72' |
| DS 27/17.3-2 | 88.04' | 27.00M | 56.77' | 17.30M | 50.05' | 15.25M | 53.33' | 16.25M | 81.88' | 24.95M | 78.50' | 23.95M | 40.75' | 12.12M | 41.89' | 12.76M | 6.57' | 2.00M | 31.85' | 9.70M | 21.36' |
| DS 29/18.3-2 | 95.17' | 29.00M | 60.06' | 18.30M | 53.33' | 16.25M | 56.61' | 17.25M | 88.44' | 26.95M | 85.16' | 25.95M | 44.03' | 13.42M | 45.16' | 13.78M | 6.57' | 2.00M | 35.11' | 10.70M | 23.00' |
| DS 31/19.3-2 | 101.73' | 31.00M | 63.34' | 19.30M | 56.61' | 17.25M | 59.89' | 18.25M | 95.00' | 28.95M | 91.72' | 27.95M | 47.31' | 14.42M | 48.44' | 14.76M | 6.57' | 2.00M | 38.40' | 11.70M | 26.29' |
| DS 33/20.3-2 | 108.30' | 33.00M | 66.62' | 20.30M | 59.89' | 18.25M | 63.83' | 19.45M | 101.57' | 30.95M | 98.29' | 29.95M | 50.59' | 15.12M | 51.72' | 15.76M | 6.57' | 2.00M | 41.68' | 12.70M | 26.29' |
| DS 35/21.3-2 | 114.85' | 35.00M | 69.90' | 21.30M | 63.17' | 19.25M | 67.11' | 20.45M | 108.13' | 32.95M | 104.85' | 31.95M | 53.88' | 16.12M | 55.00' | 16.76M | 6.57' | 2.00M | 44.96' | 13.70M | 27.93' |
| DS 37/22.3-2 | 121.42' | 37.00M | 73.84' | 22.30M | 67.11' | 20.45M | 71.38' | 21.75M | 114.70' | 34.95M | 111.41' | 33.95M | 57.16' | 17.42M | 58.28' | 18.26M | 6.57' | 2.00M | 47.58' | 14.50M | 31.21' |
| DS 39/23.3-2 | 127.99' | 39.00M | 77.12' | 23.30M | 71.38' | 21.45M | 74.66' | 22.75M | 121.26' | 36.95M | 117.98' | 35.95M | 60.44' | 18.12M | 61.56' | 19.26M | 6.57' | 2.00M | 50.87' | 15.50M | 31.21' |
| DS 41/24.3-2 | 134.55' | 41.00M | 81.39' | 24.80M | 74.66' | 22.75M | 77.94' | 23.75M | 127.82' | 38.95M | 124.54' | 37.95M | 65.37' | 19.32M | 64.85' | 20.26M | 6.57' | 2.00M | 53.16' | 16.50M | 34.49' |
| DS 43/25.8-2 | 141.11' | 43.00M | 84.67' | 25.80M | 77.94' | 23.75M | 81.22' | 24.75M | 134.39' | 40.95M | 131.10' | 39.95M | 68.65' | 20.32M | 68.13' | 21.26M | 6.57' | 2.00M | 56.45' | 17.20M | 37.77' |
| DS 45/26.8-2 | 147.68' | 45.00M | 87.95' | 26.80M | 81.22' | 24.75M | 84.50' | 25.75M | 140.95' | 42.95M | 137.67' | 41.95M | 71.93' | 21.92M | 71.40' | 22.26M | 6.57' | 2.00M | 59.75' | 18.20M | 41.05' |



NOTES:

1. ROTUNDA DIMENSIONS (NOMINAL) -
DOOR OPENING AT TERMINAL: 1.25M x 2.315M

ROTATION: $\pm 45^\circ$ (90° TOTAL)
BRIDGE SWIVEL RANGE: $+82^\circ$ to -82° w/ ADAPTER
- $+82^\circ$ to -82° w/ ADAPTER

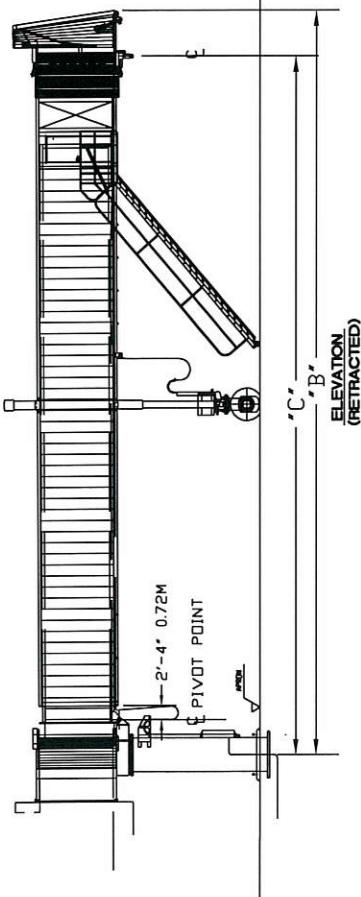
2. TUNNEL INTERIOR DIMENSIONS (NOMINAL) -
A - TUNNEL: 1.22M x 2.11M.
B - TUNNEL: 1.49M x 2.35M.

3. ROTATING CAB DIMENSIONS (NOMINAL) -
CANOPY WIDTH: 2.40M
ROTATION: 90° LEFT ONLY

4. LIFT AND DRIVE DIMENSIONS (NOMINAL) -
HYDRAULIC LIFT CYLINDER STROKE: $+82^\circ$ to -82° w/ ADAPTER
- $+82^\circ$ to -82° w/ ADAPTER

5. MECHANICAL STOPS ARE $+2.36^\circ$ (60mm) PAST ELECTRICAL LIMITS.
6. RECOMMENDED RETRACTION AND EXTENSION
15.39.37' (1M) SHORT OF ELECTRICAL LIMITS.

7. TUNNEL DROP: 492' (150m)





TECHNICAL DESCRIPTION

THYSSEN PASSENGER BOARDING BRIDGE For Regional Aircraft

Type: APRON DRIVE / Steel Version

Thyssen Stearns Inc.
3201 N. Sylvania Ave., Suite 100E
Fort Worth, Texas 76111
Telephone: (817) 210-5000, Fax: (817) 834-6985
e-mail: info@tsibridges.com
Internet: www.thyssenkrupp.com

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1 GENERAL

1.1 Scope of work

The scope of work comprises all performances that are necessary for the manufacture of an operational passenger boarding.

The scope of work comprises design, manufacture, inspection, testing, packing and shipping, complete erection on the airport including acceptance and commissioning of all installation parts.

1.1.1 Application

The THYSSEN HENSCHEL passenger boarding bridge provides a safe and weatherproof access, for passengers to the various types of parked aircraft.

Each passenger boarding bridge comprises the following main assemblies:

- the column
- the rotunda
- the telescopic part in the form of two tunnels sliding into one another
- the elevating leg
- the drive unit
- the rotatable cabin (bridgehead)
- the service stairs

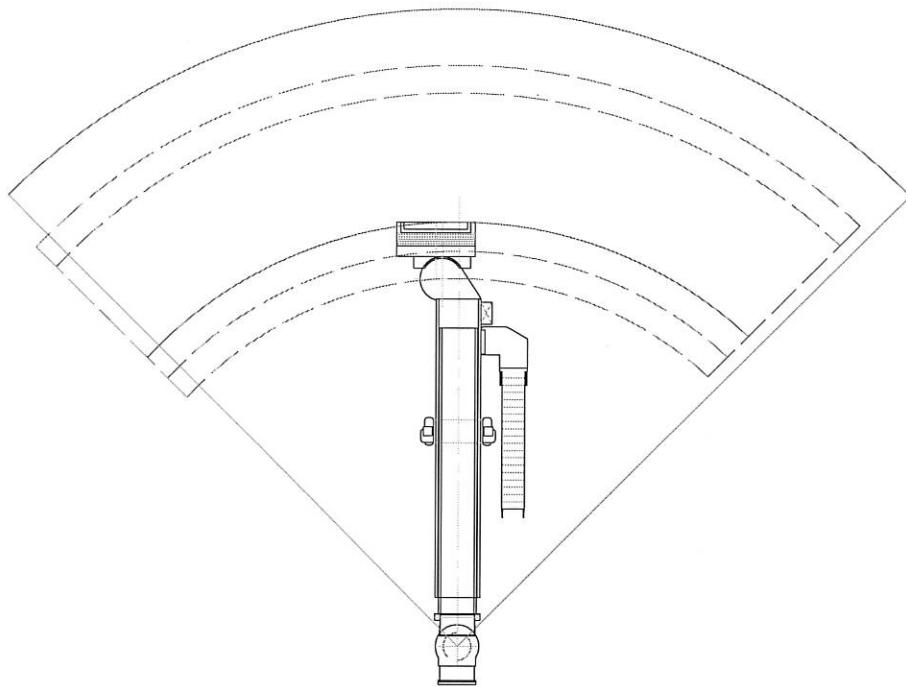
Movements of the passenger boarding bridge are controlled from the control panel located in the bridgehead.

1.1.2 Movement capabilities

The THYSSEN HENSCHEL PBB can be manoeuvred on the apron freely in each direction required within the arc of operation. Circular and radial drive occurs separately.

In case of need the independently driven apron drive wheels can be contra-rotated to permit adjustment at one point.

Height adjustment can be undertaken simultaneously with telescopic movements of the bridge.



1.1.3 Manufacturing quality

Manufacturing quality, of the highest standards, is guaranteed to meet the severe continuous wear conditions associated with passenger boarding bridges on their place of installation.

1.1.4 Technical definitions

For interpreting the specification the following words and expressions are defined thus:

| | |
|---|---|
| <u>Passenger boarding bridge</u> | General term which describes a complete unit. It provides a safe and weatherproof access, for passengers to the various types of parked aircraft. |
| <u>Passenger boarding bridge Type: Apron Drive:</u> | A special design which possesses 3 degrees of liberty: - rotation - raising/lowering - telescopic movements |
| <u>Gate, Position</u> | Term describing the numbered entrances/exits for arriving and departing passengers in the airport terminal building |
| <u>Tunnel</u> | The individual tubular sections of a bridge - telescoping into one another |
| <u>Rotunda</u> | Element of the PBB, which connects the PBB to the airport terminal or to the fixed linkbridge |
| <u>Column</u> | Support base assembly that carries the rotunda. |
| <u>Cabin (Bridgehead)</u> | The rotatable aircraft side end of a PBB that docks to the aircraft. |
| <u>Drive unit</u> | Powered wheel and support assembly that carries the bridge and moves the passenger boarding bridge on the apron. |
| <u>Elevating leg</u> | Assembly upon which the bridge is raised/lowered |

1.1.5 Acceptance

The scope of work includes an internal works acceptance of the PBB or of its main components. For the first passenger boarding bridge an acceptance by the customer in our works is provided. Besides the before mentioned internal test and acceptance procedures the following tests and acceptances will be carried out:

- a) Testing and acceptance carried out by the technical control office TÜ Hessen, in detail:
 - a.a) Preliminary checking of the technical documents on the basis of a standard construction which has already been tested regarding:
 - calculation
 - electrical wiring diagram
 - hydraulic scheme
 - manufacturer's confirmation
 - a.b) Design and acceptance test in the manufacturer's works
 - design test, spot-check
 - functional testing
 - examination of the equipment relevant regarding safety regulations
 - a.c) Final acceptance of the PBB on the airport
 - functional test
 - checking of the equipment being relevant regarding safety regulations

Note:

A load test is not provided. Concerning this, see the test certificates enclosed in register? On the statical and dynamical load test of an apron drive passenger boarding of the same design which has been carried out in our works.

1.1.6 Spare parts

Concerning this, see the commercial part of our offer.

1.1.7 Technical documentation

The technical documentation comprises:

- Operating and maintenance instructions (operating manual),
- Other documents.

a) Operating and maintenance instructions (operating manual)

Detailed operating and maintenance instructions for the passenger boarding bridge will be prepared according to the following scheme. A preliminary copy (DRAFT) of the operating manual will be furnished 8 weeks prior to delivery of the bridges.

"X" copies of the definite operating manual will be furnished on delivery of the bridges.

Volume 1 Operating and Maintenance Manual

This volume comprises:

- Generalities, scope, date of issue, application, definition of terms,
- Technical information, supplements,
- Basic safety instructions and special safety instructions,
- Technical description,
- Operating instructions,
- Maintenance instructions,
- Notes to the maintenance instructions,
- if required safety data sheets,
- Description of the hydraulic installation.

Volume 2 Parts list (if possible vol. 2.1 - 2.n)

This volume comprises modified parts lists of the subassembly drawings (size A4)

Notes to the parts list,

- List of the main assemblies of each PBB,
- Lists and drawings of the main assembly COLUMN,
- Lists and drawings of the main assembly ROTUNDA,
- Lists and drawings of the main assembly TUNNEL,
- Lists and drawings of the main assembly BRIDGEHEAD/CABIN,
- Lists and drawings of the main assembly ELEVATING SYSTEM,
- Lists and drawings of the main assembly DRIVE UNIT,
- Lists and drawings of the main assembly SERVICE STAIRS,
- Lists and drawings of the main assembly GENERAL/ACCESSORIES,
- Lists and drawings of the main assembly DETACHABLE PARTS/OTHERS.

Volume 3 Annexes to the operating instructions

This volume comprises further descriptions of the manufacturers, -piece parts-lists.

Volume 4 Electric schemes (possibly volume 4.1 - 4.n)

This volume comprises:

- Schematic wiring scheme,
- Explanations to the schematic wiring scheme, (if possible included in the wiring scheme)
- terminal and cable diagram

Note:

- The operating and maintenance manual is furnished in English language.
- Schematic and physical wiring schemes are drawn up in size DIN A4 according to DIN 40719-part 2. The designation of the electrical appliances and lines is realized in accordance with the demands for passenger boarding bridges, i.e. analogous to DIN 40719-part 2.

b) Additional documents

The technical documentation will be completed by the documents described in the following.

These documents will be supplied 4 weeks after acceptance on the airport.

Volume 5 Test documents (if possible volume 5.1 - 5.n)

This volume comprises the checklists of the functional testing.

This document will be supplied in 1 copy.

Volume 6 Approval drawings (possibly volume 6.1 - 6.n)

This volume comprises copies of the drawings released for execution according to the list of documents to be presented for approval.

This document will be supplied in 1 copy.

Note:

The operating and maintenance manual will be furnished in English language

1.1.8 Training

Concerning this, see the commercial part of our offer.

2 DESIGN PARAMETERS

2.1 General criteria

2.1.1 Safety

The safety of all personnel (passenger and airport/airline staff) has overriding priority.

In the event of power failure or interruption, spring-loaded brakes operate on all bridge movement functions.

This concept applies equally for the valves of the hydraulic drive to the elevating leg.

Mechanical stops are fitted to protect from dangerous over-running, especially in areas where components may become loose from supports, guides, or limit devices. Additionally to the mechanical stops, length or angle detectors as well as limit switches are provided for all main bridge drive movement functions (telescoping, swivelling around the rotunda, rotation of the drive unit).

Detailed descriptions of the electrical protection can be found in the chapters concerning "Limit switches" of chapter 5 SUBASSEMBLIES, COMPONENTS AND DETAILS. Further information on safety can be found in chapter 7 Safety systems.

2.1.2 Fire protection

With the following measures a comparatively high fire protection according to NFPA-415 is achieved for the offered THYSSEN HENSCHEL passenger boarding bridges.

- a) Tunnel supporting structure and all other supporting components made of steel
- b) Interior equipment of non or difficult inflammable materials
- c) Wires in the electrical cabinet are provided with a flame retardant, halogen free insulation out of polyolefine cross linked by irradiation
- d) Multicore lines to the loudspeakers and the fire alarm button (if installed) are realized as fire resistant lines with a maintenance of function of 180 minutes in case of a fire with a temperature of 750°.
- e) Canopy side parts made of non-inflammable Trevira/glass fibre fabric (TG5)
- f) Double bottom with mineral wool insulation for both bridge tunnels (with the exception of the fixed ramp of the A-tunnel).
- g) Side wall panels with mineral wool insulation
- h) Brush sealing between the tunnel elements.
- i) Service door made of zinc coated steel sheet with mineral wool insulation and fireproof window; with automatic door closer.

2.1.3 Maintenance

THYSSEN HENSCHEL passenger boarding bridges are designed for an easy maintenance.

The few points that still are to be lubricated are easily accessible and so designed as to prevent excess lubricant from leaking into the passenger boarding bridge or onto the apron areas.

Individual mechanical, hydraulic, and electrical assemblies, used in the passenger boarding bridge, are so installed that they can be replaced easily and quickly.

2.1.4 Special devices for care and maintenance of the passenger boarding bridges

The following additional devices are part of the equipment of the passenger boarding bridge and are included in the scope of supply:

- a) oil filter key
- b) adjusting key for roller door motor

Exhibit B - Page 31 of 58

- (c) universal key for switch gear cabinet
- (d) 2 roller curtain keys

2.2 Structural characteristics

2.2.1 Operational life span:

THYSSEN HENSCHEL PBB is designed for an operating life of at least 20 years. It is assumed that the PBB will be operated and maintained by airport personnel or their approved agents, in accordance with the instructions given in the operating and maintenance manuals. This especially applies to the immediate elimination of damages at the bridge painting. All parts subject to normal wear and tear should be replaced or renewed in good time.

2.2.2 Anti-corrosion protection:

To achieve the long lifespan expectation, applicable in an airport environment, a corrosion protection system is used which is based on EPOXY or POLYURETHANE materials and the supporting panel sheets used in the telescopic tunnel as well as all other supporting sheet metal up to a thickness of 4 mm are generally hot dip galvanized.

A detailed description of the anti-corrosion system used for THYSSEN HENSCHEL PBB is enclosed in register 1 of this offer documentation.

The passenger boarding bridges are painted outside in all parts in a uniform colour of the category "A" (see register "X") which will be defined later with the exception of the drive system and all add-on pieces as telescopic drive, autoleveller, roller units etc. which will be painted uniformly in the colour RAL 9005 (black).

2.2.3 Loads

The following loads are the basis for the dimensioning of the passenger boarding bridge:

Bridge in operation, totally extended:

| | |
|---------------------------|--------|
| Payload | 40 psf |
| Roofload | 16 psf |
| Wind velocity (operation) | 60 mph |

Bridge during manoeuvring:

| | |
|---------------|--------|
| Roofload | 16 psf |
| Wind velocity | 60 mph |

Bridge out of operation, totally retracted

| | |
|---------------|---------|
| Roofload | 16 psf |
| Wind velocity | 100 mph |

Note:

Additionally there are individual loads for aircraft supply units (if available):

- Pre conditioned air
- Ground power supply
- Potable water supply

2.3 Environmental criteria

All materials and components are selected for a long life span, taking particular account of the climatic conditions that apply at the airport, i.e.:

Temperature from - 25° to +125° F

Relative humidity 100 %

Corrosive saline environment

3 STANDARDS AND REGULATIONS

The offered THYSEN HENSCHEL passenger boarding bridges are designed according to the German (DIN, VDE), the European (EN, FEM), the International (ISO, IEC) standards as well as the corresponding IATA recommendations. Furthermore, the EG directives for machines (89/392/EWG) as well as its supplements (91/368/EWG) and (93/44/EWG) and the directive for low voltage (73/23/EWG) as well as its supplements (93/68/EWG) will be taken into consideration.

Furthermore the safety recommendations made up to now by the CEN work-group "Passenger boarding bridges" will be taken into consideration at the time of manufacture. (pr EN 12312-4, edition 1999, issued by the CEN/TC 274).

Additionally we will take the fire protection measures that we described under item "2.1.2 Fire protection" on page 5.

3.1 Mechanical

The design, calculation, dimensioning and manufacture of mechanical assemblies are in accordance with good engineering practice and as set out in the following literature:

- Dubbel, Vols. 1 & 2 - Mechanical Engineering pocket book
- HUETTE II A - Mechanical Engineering
- HAENCHEN - New resistance calculations for mechanical engineering
- VD1 - Guidelines (German Engineering Institute)
- TUV - Guidelines (German Technical Supervisory Assoc.)

3.2 Electrical

The electrical appliances, motors and installations are executed according to the regulations of VDE DIN, EN and IEC. Only materials and equipment marked with the VDE test mark or if provided with the CE symbol will be used.

The total equipment complies with the relevant EMV regulations.

The used electrical lines, devices and boards are approved by UL.

Electrical connection schemes or wiring diagrams are made up in size DIN A4 according to the DIN standard 40719- part 2. The designation of the electrical devices and lines is realized in accordance with the demands for passenger boarding bridges; i.e. analogue to DIN 40719 part 2.

4 PERFORMANCE DATA

4.1 Bridge dimensions

4.1.1 Main dimensions

| Type | L _{max.} (ft) | L _{min} (ft) | L _{max.} (m) | L _{min} (m) |
|----------------|------------------------|-----------------------|-----------------------|----------------------|
| DS 15,0/11,3-2 | 49.23 | 37.08 | 15.0 | 11.3 |
| DS 17,0/12,3-2 | 55.79 | 40.36 | 17.0 | 12.3 |
| DS 19,0/13,3-2 | 62.35 | 43.65 | 19.0 | 13.3 |
| DS 21,0/14,3-2 | 68.92 | 46.93 | 21.0 | 14.3 |
| DS 23,0/15,3-2 | 75.48 | 50.21 | 23.0 | 15.3 |
| DS 25,0/16,3-2 | 82.04 | 53.49 | 25.0 | 16.3 |
| DS 27,0/17,3-2 | 88.04 | 56.77 | 27.0 | 17.3 |
| DS 29,0/18,3-2 | 95.17 | 60.06 | 29.0 | 18.3 |
| DS 31,0/19,3-2 | 101.73 | 63.34 | 31.0 | 19.3 |
| DS 33,0/20,3-2 | 108.30 | 66.62 | 33.0 | 20.3 |
| DS 35,0/21,3-2 | 114.86 | 69.90 | 35.0 | 21.3 |
| DS 37,0/22,5-2 | 121.42 | 73.84 | 37.0 | 22.5 |
| DS 39,0/23,5-2 | 127.99 | 77.12 | 39.0 | 23.5 |
| DS 41,0/24,8-2 | 134.55 | 81.39 | 41.0 | 24.8 |
| DS 43,0/25,8-2 | 141.11 | 84.67 | 43.0 | 25.8 |
| DS 45,0/26,8-2 | 147.68 | 87.95 | 45.0 | 26.8 |

L_{max/min} each measured from the middle of the rotunda up to the front edge of the cabin bumper when the cabin is in straight position!

4.1.2 Interior dimensions

| | | | |
|-----------------|-----------------------------|---------|-----------|
| <u>Tunnel A</u> | clear width | approx. | 48.2 in |
| | clear height | approx. | 83.07 in. |
| <u>Tunnel B</u> | clear width | approx. | 58.8 in. |
| | clear height | approx. | 94.3 in. |
| <u>Rotunda</u> | clear inner diameter | approx. | 59.1 in. |
| | clear width to the building | approx. | 49.2 in. |
| | clear height | approx. | 90.9 in. |

| | | | |
|------------------------------|------------------------------------|---------|----------|
| <u>Cabin</u> | clear diameter | approx. | 59.1 in. |
| | clear width to the tunnel | approx. | 46.9 in. |
| | clear height | approx. | 93.9 in. |
| | clear canopy width | approx. | 94.5 in. |
| | clear width of cabin closing door | approx. | 65.2 in. |
| | clear height of cabin closing door | approx. | 93.7 in. |
| <u>Service stairs/- door</u> | clear service door width | approx. | 30 in. |
| | clear service door height | approx. | 80 in. |
| | clear service stairs width | approx. | 31.5 in. |

4.2 Operating range

| Type | Telescopic range (ft) |
|----------------|-----------------------|
| DS 15,0/11,3-2 | 12.14 |
| DS 17,0/12,3-2 | 15.42 |
| DS 19,0/13,3-2 | 18.70 |
| DS 21,0/14,3-2 | 21.98 |
| DS 23,0/15,3-2 | 25.26 |
| DS 25,0/16,3-2 | 28.54 |
| DS 27,0/17,3-2 | 31.82 |
| DS 29,0/18,3-2 | 35.10 |
| DS 31,0/19,3-2 | 38.39 |
| DS 33,0/20,3-2 | 41.67 |
| DS 35,0/21,3-2 | 44.95 |
| DS 37,0/22,5-2 | 47.57 |
| DS 39,0/23,5-2 | 50.85 |
| DS 41,0/24,8-2 | 53.15 |
| DS 43,0/25,8-2 | 56.43 |
| DS 45,0/26,8-2 | 59.71 |

Elevating range

(Service height above apron)

min. approx. 3.58 ft. Dash 8

max. approx. 13.45 ft. TU 204

Each measured from the apron surface to the upper edge of the cabin sill.

Drive unit-swivelling range

To the left Approx. 90°

To the right approx. 90°

Rotunda-swivelling range adapted to the situation

| | |
|--------------|-------------|
| To the left | approx. 45° |
| To the right | approx. 45° |

Cabin-swivelling range

| | |
|--------------|-------------|
| To the left | approx. 93° |
| To the right | approx. 3° |

4.3 Operating speeds

Bridge driving speed
(measured at the drive unit)

| | |
|--------------|------------------------------|
| Normal speed | from 0 to approx. 79 ft/min. |
| Slow speed | from 0 to approx. 23 ft/min. |

Bridge lifting and lowering speed
(measured at the elevating leg)

| | | |
|-----------------|---------|--------------|
| Lifting | approx. | 3.28 ft/min. |
| Lowering | approx. | 3.28 ft/min. |
| Cabin rotation | approx. | 2.6 °/sec |
| Canopy rotation | approx. | 2.0 °/sec |

4.4 Driving power (nominal performance at 50 Hz/60 Hz)

| | | |
|----------------------------------|---------|-----------------------------------|
| Elevating drive | approx. | 6.4/7.8 hp (s2) |
| Drive motor, altogether | 2 x | approx. 10 hp =approx. 20 hp (S2) |
| Cabin rotation drive | approx. | 0.4/0.5 hp (S2) |
| Canopy swivelling drive | approx. | 0.8/0.8 hp |
| Cabin floor drive | approx. | 0.16/0.19 hp |
| Roller door drive (if available) | approx. | 0.2/0.2 hp |

4.5 Power consumption (connected loads)

Drives and auxiliary equipment

- power consumption approx. 25 KVA
- 3 x 480 V ($\pm 10\%$) + PE + N; 60 Hz (± 2 Hz)
- protected by 3x63 A

The electric power supply to the connecting box "ENERGY" at the column is provided by others.

5 SUBASSEMBLIES, COMPONENTS AND DETAILS

5.1 Transition to the building/to the walkway

The passage to the walkway/building is realized by a continuous NEOPREN profile. On the one side it is fixed to the end of the rotunda adapter and on the other side it is fixed directly to an even surface at the walkway/building.

A painted steel sheet that serves as weather protection is finally arranged above this passage. Stainless screws fasten steel sheet and NEOPREN profile.

A ramp sheet (rolled INOX-sheet) bridges the gap at the flooring. Forces which result from the mobile bridge is not transferred to the building/walkway.

5.2 Foundation for column

The foundations are provided by other suppliers.

A ground installation according to DIN VDE 0185 or NFC 15.100 must be provided in the foundation realised by other suppliers. All safety measures concerning equipotential bonding/grounding are adapted to this standard.

5.3 Column

5.3.1 General description

The column forms the fastening base of the rotunda. All horizontal loads of the THYSSEN HENSCHEL passenger boarding bridge are leaded into the foundation via the column.

The column consists of the tubular body and the flange plates out of high-strength steel welded above and below.

The column is protected by means of an EPOXY or POLYURETHANE coating.

5.4 Rotunda

5.4.1 General description

The rotunda and the column, which is securely fixed to the apron via flange plate and anchor bolts, form the horizontal and vertical joint of the PBB.

The rotunda flooring, the ceiling and the sidewalls form the fixed part of the rotunda. These parts are firmly attached to the column via an intermediate assembly.

The support frame, tunnel support and support frame base, form the moveable part of the rotunda.

The vertical and horizontal load bearing of the passenger boarding bridge onto the column is realised with a ball bearing turntable. The ball bearing turntable permits an uninterrupted radial swing of the PBB around the rotunda axis. The system has long life lubrication and is designed for greasing.

The rotunda flooring is manufactured in framework construction and consists of steel profiles. The floor plate out of sheet steel is welded on the flooring framework. For mounting purposes the rotunda flooring is equipped with removable square floor plate. The floor covering is stuck on the floor plate.

In direction to the inner tunnel the rotunda is fitted with all-around elastic sealing as protection against adverse weather conditions (rain, snow, and wind).

The sides of the rotunda are equipped with roller walls. The roller wall is mounted on its spring drum on the turnable rotunda support frame and on the other side with the fixed rotunda support frame.

This drum is arranged on the support frame via a lifetime lubricated deep groove ball flange bearing. During the rotation movements of the rotunda one roller curtain is wound up on its spring-loaded drum while the other winds out. Pre-stressed spiral springs are fitted which guarantee that the roller curtain remains tensed,

independently of the curtains rolled in or out status.

Both spiral springs are connected with a re-stretchable chain that supports the winding in and out of the roller walls. The chain is re-stretchable.

The life-time lubricated ball bearing mounted guide rollers, which extend along the total length of the roller curtains maintain a constant gap width to the interior cladding panel.

The static support assemblies of the rotunda consist of steel and are protected with an EPOXY or POLYURETHANE coating.

5.4.2 Rotunda adapter

The rotunda adapter forms a tunnel-shaped passage from rotunda to walkway/building.

On the one side the adapter is welded to the rotunda extension. On the other side it forms a fastening base for the flexible passage. The adapter is realised as a one-sheet design. The sheets for the roof and the sides form at the same time the outer and inner cladding. The floor is covered with a floor covering according to 5.4.5.

The adapter consists of 4mm thick hot dip galvanised steel sheet and is additionally protected with a painting on an EPOXY- or POLYURETHAN.

5.4.3 Side wall cladding

The side wall cladding is made of steel sheet and with a coating on an EPOXY or POLYURETHAN basis which matches with the interior fittings of the tunnels.

5.4.4 Ceiling cladding

The rotunda ceiling of hot dip galvanised steel sheets with plastic coating on the visible surface.

The sheets are posed with a gap at the joints. Partly they are stuck to the supporting design and partly they are screwed at non-visible places. Floor covering

5.4.5 Floor covering

Without floor covering. The rotunda floor is prepared for the laying of a floor covering by other suppliers.

5.4.6 Roller walls

The roller walls consist of hot dip galvanised steel sheet profiles and remain unpainted.

5.4.7 Limit switches

The horizontal radial movements, of the PBB, around the rotunda are exclusively controlled by means of electrical components. Mechanical stops are not installed.

The radial movement is detected by means of an angle detector. The limit positions of the radial movement and the positions for changing over from normal speed to slow speed are determined in the programmable controller by means of this rotating angle measuring signal.

When overrunning the adjusted limit positions the mechanical safety switch is activated. This switches off the power supply independent of the PLC. The operation is only possible by authorised personal.

5.5 Tunnel

5.5.1 General description

The passenger boarding bridge comprises two sections one sliding inside the other. The airside section is called "B" and the rotunda-side section is called "A".

Tunnel "A" is flexibly linked to the rotunda support frame. The link support is maintenance-free and comprises a spherical plain ball bearing.

For the annual inspection the highly stressed link supports are easily accessible from outside. The tunnel elements are horizontally and vertically guided to each other on the tunnel corner profiles by means of roller units or plastic sliding bearings.

For maintenance purposes the roller units are easily accessible from outside or from inside.

The bearings of the roller units are lubricated for lifetime and provided with a lubricating nipple for greasing.

Water deflection profiles for melt and rain water are provided on the roof of the A- as well as on both sides in the overlapping zone.

The rainwater dripping from the inner tunnel is collected in the water ducts of the outer tunnel and discharged at the bridgehead end of the tunnel.

The floor interface transition between the tunnel elements is bridged by inter-ramps, with a very gentle incline aspect, for safe passage of passengers. An additional handrail is not required!

The tunnels are continuously built from fully supporting static panels in light gauge steel construction and present all around a completely smooth outer surface.

They are protected against corrosion by means of an EPOXY or POLYURETHANE coating. Due to this method, the tunnels are easily cleaned and resistant to dirt.

The neutral panelling structure, of the sidewalls, blends in with the existing facade of the building.

5.5.2 Special features

The fixed cab at the aircraft side end of the B-tunnel carries the rotating cabin. It forms the articulation of the cabin and is asymmetrically arranged to the tunnel axis. This arrangement provides considerable advantages for serving commuter aircraft with a propeller engine next to the door. Thus is achieved a maximum distance between fixed cab and rotating cab and the propeller engine.

The fixed cab consists of a fixed sheet wall on the right side in which are large window sized approx. $15 \frac{3}{4}'' \times 27 \frac{1}{2}''$ is arranged. This gives the driver a very good view to possible obstacle and in particular to the engine (propeller) of the commuter aircraft.

The tunnel cross sections are smaller than the ones of the passenger boarding bridges that have been common up to now. However, this does not involve any disadvantages because the number of passengers of the aircraft that are to be served is smaller (see 4.2 Operating range). The smaller tunnel cross sections have been chosen in order to keep the moving masses small. This facilitates the manoeuvring in the proximity of the aircraft contour and minimises the risk of damaging the aircraft.

5.5.3 Side wall cladding

Hot dip galvanized steel sheets panels of width of 39 3/8 inches with plastic coating on the visible surface are provided. This sheets are posed with a gap at the joints. Partly they are stuck to the bearing construction and partly they are screwed at non-visible places.

The side wall cladding is sufficiently ventilated at rear in order to protect from condensation water.

5.5.4 Ceiling cladding

Hot dip galvanized steel sheets panels of width of 39 3/8-inches with plastic coating on the visible surface are provided.

The sheets are posed with a gap at the joints. Partly they are stuck to the bearing construction and partly they are screwed at non-visible places.

The ceiling cladding is sufficiently ventilated at rear in order to protect from condensation water.

5.5.5 Floor covering

Without floor covering in the tunnel area.

The tunnel flooring is prepared for the laying of a floor covering by other suppliers.

In the area of the fixed cab (tunnel end in the area of the service door) are provided difficult inflammable napped rubber tiles, make FREUDENBERG.

5.5.6 Limit switches

5.5.6.1 Limit switch telescopic movements

A tunnel length measuring system detects the telescopic movement. The end positions "retracted" and "extended" and the positions for changing over to slow speed are determined in the programmable controller by means of this tunnel length measuring system.

Before the mechanical limits are reached the mechanical safety limit switch is activated in case of overrunning the adjusted limit positions. This switches off the power supply independent of the PLC. The reoperation is only possible by authorized personal.

5.5.6.2 Limit switch service door

If the bridge is completely retracted the inner tunnel A overlaps the service door. In order to avoid injuries this limit switch has to cut off the drive motors independent of the programmable controller if the service door is open.

5.5.7 Lighting

A light tube system is installed as ceiling lighting in the right upper tunnel edge. It consists of 13-ft. units that form in combination a continuous light tube system over the entire tunnel length.

The light outlet openings are provided with an acrylic covering and approx. 48 inches long (depending on the type). A closed field of approx. 2 to 4 3/8 inches (depending on the type) is annexed to each with control devices or batteries (battery only for emergency lighting).

The normal lighting is controlled via a pushbutton in connection with the PLC. The pushbutton is located in the electrical cabinet door. The lamps of the emergency lighting are permanently switched on.

If further pushbuttons are required they will be indicated under chapter 5.5.10.

5.5.8 Cable guide system

All lines from the stationary to the movable bridge part are directed via cable trolley systems. The cable trolley system for the electrical equipment is provided on the side where the switch gears cabinet is located in the fixed cab.

5.5.9 Service door

The service door made of galvanized steel sheet is mounted in the fixed cab. It serves as access for airport staff and crew members and it can be used in all operating positions of the THYSEN HENSCHEL passenger boarding bridge.

5.5.10 Additional equipment

5.5.10.1 Lighting switch

A four-edge operation button for switching the interior lighting on or off is provided outside next to the service door.

5.5.10.2 Sockets

A double socket is provided in the electrical cabinet for the power supply of an A 120V/15A alternating current device.

The socket is protected via a residual current operated device with a braking current of 30 mA and is individually protected by a circuit breaker.

5.5.10.3 Fastening for 400 Hz-installation

We have provided corresponding fastening points for the 400 Hz installation.

5.5.10.4 Fastening for PC-Air-installation

We have provided corresponding fastening points for the installation of the supports for the PC-air system.

5.5.10.5 Floor insulation

The flooring is insulated with 2 3/8-inch thick mineral wool and provided with a panel covering.

5.5.10.6 Floor covering

Steel sheet panels cover the floor with plastic coating on the bottom side.

5.5.10.7 Side wall insulation

The sidewall is insulated with 2 3/8-inch thick mineral wool.

5.5.10.8 Tunnel sealing

The tunnel sealing is to seal the gap between the tunnels as far as possible.

For this purpose brush strips are installed at the inner tunnel, which prevent to a large extent a penetration of smoke, dust etc.

5.5.10.9 Search light for engine

This searchlight is to illuminate the engine of commuter aircraft. It is installed outside at the top of the apron side end of tunnel B.

The searchlight is provided with a bulb 1x300 watt. It is switched on via a rotary switch on the control panel in connection with the programmable controller.

5.6 Cabin

5.6.1 General description

The bridgehead provided for docking to the aircraft is pivot mounted at the extremity of the larger tunnel, and is designed as to allow a swivelling of a total of 96° around the fixed cab.

Similar to the system used on the rotunda, roller wall fitted to spring loaded drums roll in or out depending on the direction of swivelling.

The roller wall is fixed at one end onto the spring-loaded drum. The drum is fitted to the bridgehead support via long term lubricated, grooved ball, flange bearings.

Spiral springs, inside the spring drum, guarantee that the roller wall remains under tension, independently of its rolled-in or out condition.

The lifetime lubricated ball bearing mounted guide rollers, which extend along the total length of the roller wall, maintain a constant gap width to the interior-cladding panel.

The cabin is guided at the cabin floor by guide rollers with lifetime lubricated roller bearings. On the roof it is guided by a central articulation with lifetime lubricated spherical bearing.

The control panel described under chapter Control panel is arranged in the left hand corner of the cabin.

The cabin floor consists of a frame made of steel-hollow profiles. This construction is covered at the top by a sheet that partly projects into the fixed cab. The gap between floor sheet and fixed cab floor is approx. 3/8 mm. This permits a passing without any danger.

This floor sheet serves as transition ramp for the passengers between the cabin and the tunnel and at the same time it serves as stand for the driver. A handle for the driver is installed at the left rear cabin wall. The floor covering is directly stuck onto the floor sheet.

The cabin walls consist of self-supporting, smooth sheets. In this place hollow profiles are not provided.

The cabin ceiling consists of a frame of steel-hollow profiles. Sheets at the top cover this construction and at the bottom which form the outside or inside coating.

The static support assemblies of the cabin consist of steel and are protected with an EPOXY or POLYURETHANE coating.

5.6.2 Special features

Due to the asymmetrical arrangement of the fixed cab and the cabin articulation point a maximum distance between cabin and propeller engine is reached in case of serving commuter aircraft where the propeller engine is located next to the door.

The cabin is kept very compact in order to keep the moving masses small. This facilitates the manoeuvring next to the aircraft contour and minimizes the risk of damaging the aircraft.

Furthermore the cabin is provided with a special design of the cabin floor which also permits to serve aircraft with a door and stairs opening downward and with a railing on one or on both sides without any problems.

The cabin possesses a special canopy that is lower and fitted with more plies than the standard canopy. This guarantees the best possible sealing for the range of aircraft provided to be served especially for the commuter aircraft.

5.6.3 Front cabin floor (cabin sill)

The cabin sill has to permit a safe passage between aircraft and passenger boarding bridge without causing any damage to the aircraft.

The cabin sill is supported by lifetime lubricated rollers which permit a lateral displacement. It consists of a framework design to which a floor covering is fixed (see 5.6.6 Floor covering in the cabin sill). At the right edge is installed a railing provided with a baseboard, a strip at knee height and a handrail. A safety chain protects the gap between railing and right cabin's wall if the cabin sill is displaced to the left side.

A flat bumper of weather resistant elastic material is fitted to the front border edge of the cabin sill.

In case of aircraft without stairs the bumper lies at the fuselage and in case of aircraft with stairs the bumper lies at the fuselage and on the upper service stair. Due to the flat design a simple and safe passage especially for wheel chair drivers is also guaranteed in case of docking to the aircraft stairs.

In case of aircraft stairs without railing the cabin sill remains in its extreme right position. This allows serving the aircraft in the same way as the standard bridge.

If a railing exists at one side the cabin sill is displaced to the left. Then the aircraft is docked. The railing of the aircraft stairs projects into the area that is given free from the displaced cabin sill. Then the cabin sill is moved back to the right up to railing.

If a railing exists at both sides the docking procedure is similar to the one with a one-sided railing. However, the area between both railings has to be bridged by a light ramp of glass fibre reinforced plastic (GFK).

5.6.4 Roller wall

The roller walls consist of hot-dip galvanized steel sheet profiles and remain unpainted.

5.6.5 Floor covering in the cabin

Difficult inflammable napped rubber tiles are provided as floor covering.

5.6.6 Floor covering in the cabin sill

The outside floor in front of the cabin-closing door is equipped with an aluminium structure sheet.

5.6.7 Cabin closing door

The cabin opening facing the aircraft is closed with a roller door made of aluminium. The roller door is painted in a standard colour of the manufacturer.

5.6.8 Canopy

The cabin is equipped with a flexible bellows canopy which docks closely against the aircraft and surrounds the passageway ports as well as the opened aircraft door.

The canopy adjusts automatically to the fuselage contour, of each type of aircraft, by means of a special canopy kinematics.

To avoid damage of the aircraft's skin the canopy docks against the aircraft assisted by the canopy kinematics only under its own weight and with spring power support. The canopy is released from the aircraft by means of a cable retraction system operated with an axial cylinder motor with integrated planetary gear (canopy drive).

The canopy below is made of T5 (Roof)/TG5 (both Sides) -material; the individual plies are framed by an aluminium frame. Limitation belts determine the maximum rotation angle.

The three-section canopy bumper is filled with foamed material. All three parts can be exchanged separately.

5.6.9 Automatic height adjustment (autoleveller)

A height adjustment control device is fitted on the right side of the cabin (as seen looking towards the aircraft), which ensures that the docked cabin **automatically** maintains interface alignment with the aircraft door sill. The rubber tyred sensing wheel exerts a pressure of 10 daN max. against the aircraft. The contact to the aircraft is controlled.

As soon as the key switch, on the main control panel, has been selected to "AUTOMATIC" all other motor powered bridge movements are locked out; i.e. the PBB can only be raised or lowered by means of the autoleveller system.

The autoleveller system compensates height variations, between PBB and aircraft fuselage, exceeding 1 inch. The height adjustment-sensing wheel activates the relevant position switch, for control of raising or lowering, by means of a control element. An additional positioning switch for each direction serves for height adjustments exceeding 2 inch and for the control of the respective switch for 1 inch.

In the event of system failure an acoustic alarm is activated in addition. The adjustment period is limited to 5 s max. If in case of a failure the adjustment period exceeds 6 s the current supply for all drives is disconnected independently of the PLC. The reoperation is only possible after turning the operating mode selector into "Off" position.

5.6.10 Control panel

The control panel is installed in a recess at the left side of the rotating cabin.

It is divided into two parts:

- a) A horizontal control panel plate with the following operating elements:
 - joystick for driving commands
 - EMERGENCY-OFF-button (see 8.2)
 - drive unit position indicator
- b) A vertical control board with the following operating elements:
 - push buttons for auxiliary drives
 - selection of operating modes (see 6.7.3) - switch and key for auxiliary equipment

Its location secures a clear view of the apron. All command and display units that are necessary for the control of the bridge are located easily surveyable on this control panel. Special care was taken to the fact that the units allow an optimum operation.

The control panel plates are anodized aluminium plates to which characters and signs can be applied permanently and non-abrasively, if required.

Pushbuttons and switches are provided with lined commercial plates with the corresponding designation applied by factory. Pushbuttons are further equipped with insert plates with symbols regarding the corresponding direction of movement. All drives are controlled according to the dead man principle. They are switched on only as long as the key buttons are pressed.

The control panel is sufficiently protected against dust and water on the operator's side. The control switches are provided with a system of protection IP 65. A conductor collecting box for all outgoing lines is installed at the lower side and at the rear side like in the case of the switch gear cabinet.

5.6.11 Limit switches

5.6.11.1 Limit switch cabin rotation

The cabin swivelling movements are restricted by mechanical limit positions. Before reaching these end positions the swivelling drive, in the selected direction of travel, is disconnected via the programmable controller by means of magnetic limit switches. The rotation angle detector detects the current cabin position.

5.6.11.2 Limit switch canopy

Integrated limit switches limit the extension and retraction of the canopy.

5.6.11.3 Limit switch front cabin floor (in general)

The limit positions of the cabin floor are restricted by mechanical limit positions. Before they are reached the electric drive, in the selected direction of travel, is disconnected via the programmable controller by means of a mechanical limit switch.

5.6.11.4 Limit switch front cabin floor (for aircraft stairs)

In case of serving a commuter aircraft these limit switches have to protect the stairs folded downward especially the railing of these stairs.

The limit switches consists of a system of three contact bars. One contact bar is fitted to the right supporting structure of the canopy. It protects the right side of the aircraft stairs when driving to the left. One contact bar is fitted to the right side of the displaceable cabin floor. It protects the left side of the aircraft stairs when driving to the right or when displacing the floor to the right. One contact bar is fitted below at the front of the cabin. It protects the aircraft stairs and both railings when docking to the aircraft.

A horizontal force of approx. 11.2 LBF is enough for activating the contact bars.
When detecting an obstacle the contact bars generate signals.

5.6.12 Lighting

The cabin is equipped one built-on lamps. The lamp has two fluorescent lamps of 2x 36 watt.

5.6.13 Drives

5.6.13.1 Cabin drive for swivelling

A console, containing the cabin swivelling drive, is located on the lower cabin support. This comprises, in essence, of an AC gear motor with spring-operated disc brakes and a chain drive.

The drive is powered from a chain pinion located on the output gearing. Two chain guide wheels located on a rocker arm, grip around the chain.

Overload protection is achieved by means of a motor circuit breaker.

This drive is fitted with a simple and, practically maintenance free, solenoid operated spring actuated single-disk brake, to achieve optimal positioning accuracy.

5.6.13.2 Canopy drive for extension/retraction

The canopy, which is adjusted in the fore/aft direction, is driven by an A.C. motor integrated in the cable drum with a mounted spring operated single-disk brake and an additional planet gear.

Overload protection is achieved by means of a motor circuit breaker.

This drive is fitted with a simple and, practically maintenance free, solenoid operated spring actuated single-disk brake, to achieve optimal positioning accuracy.

5.6.13.3 Autoleveller drive forward/backward

An unventilated three-phase A.C. motor (rotary field magnet) drives the swivel arm of the autoleveller with additional planet gear.

The drive moves the swivel arm from the parking position towards the aircraft outside wall and backward again.

5.6.13.4 Roller door drive

No roller door drive. The roller door is operated manually.

5.6.14 Additional equipment

5.6.14.1 Spotlight under cabin

One searchlight (300 W) for the illumination of the area in front of the cabin is installed under the cabin. A rotary switch on the control panel in connection with the PLC activates it.

5.6.14.2 Telephone

An extension-telephone (wall apparatus) can be installed next to the control panel. The feeding lines and the fastenings are prepared.

5.6.14.3 Aircraft distance detection

An **ultrasonic sensor** is installed on the left side of the cabin below the cabin sill, on the right side of the cabin an **infrared-sensor** is installed next to the autoleveller. These sensors cause the compulsory change-over of the driving speed to slow speed if during approaching to an aircraft the distance to the aircraft becomes less than approx. 20 inches.

5.6.14.4 Window in the cabin closing door

6 view slots arranged in two vertical rows are provided in the cabin-closing door (roller door) in order to give the bridge driver a further improved view.

5.6.14.5 Roller curtain window

The right roller wall is fitted with 6 view slots which are vertically arranged in every second roller curtain slat in order to give the bridge driver a further improved view to the apron and in particular to the engine (propeller) of commuter aircraft. The left roller wall is fitted with 2 view slots.

5.6.14.6 Roller curtain covering

The roller curtain drums are provided with a covering along the entire height. This consists essentially of steel and is protected by a painting on an EPOXID and POLYUETHAN basis.

5.6.14.7 Lighting front cabin floor

The cabin floor in front of the cabin-closing door is sufficiently illuminated by a searchlight.

5.6.14.8 Safety chain

A single-strand safety chain is installed in front of the cabin-closing door. The chain links are painted in the signal colours yellow/red.

5.6.14.9 Electrically protected safety chain

The safety chain is electrically protected. If the safety chain is open the protection has to cut off the main.

5.7 Elevation system

5.7.1 General description

The elevation system is installed below the passenger boarding bridge; it executes the raising and lowering movements of the PBB gently and evenly.

The elevation unit is located towards the apron half way along the outer tunnel. This ensures sufficient space, between elevating leg and aircraft, for mobile ground handling equipment.

The elevation unit consists of the lower crossbeam, that rests upon the drive unit and the two telescopeable elevation legs. The outer guide pipe of the elevation legs is securely screwed to the outer tunnel. The inner guide pipe is fastened to the lower crossbeam. The sideways bearing of the telescopic tunnels is taken over by adjustable guide sheets made out of low wear, bearing material.

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The inner guide pipes with their visible guide surfaces are coated with zinc dust paint (cold galvanized). At the top and bottom the bridge is with its outer tunnel securely fastened to the outer guide pipes.

In the inside of the telescopic pipes the elevation legs is flexibly run on bearings and thus free of lateral forces. At the bottom of the cylinder are check valves which safely insure that no unintended lowering occurs e.g. when a hydraulic tube bursts.

On the lower elevation leg crossbeam is the hydraulic aggregate with high-pressure pump and control valve block. All hydraulic components are located for easy accessible maintenance.

Based upon the positive experience available and with reference to:

- reduced risks of breakdown
- little failure
- minimal inspection and operating costs
- simple maintenance

The elevation unit used in the THYSSEN HENSCHEL PBB is of the hydraulic type.

Raising and lowering of the bridge is made by means of two single stage hydraulic cylinders, which are supplied, from a hydraulic unit with integrated high pressure pump and valve block.

Automatic check valves, fitted to the elevating rams, prevent the lowering of the passenger boarding bridge, in the event of pipe/hose failure.

Operating pressure is approx. 2465 psi

The elevating cylinders are designed for a test pressure of 5076 psi. Hydraulic oil, type MOBIL SHC 542 should be applied as hydraulic fluid provided that it is available on the airport. Otherwise equivalent hydraulic oil should be used; approx. 48 gallons are required per bridge.

All static support assemblies are manufactured from high-grade steel and are protected with an EPOXY or POLYURETHANE coating.

5.7.2 Hydraulic scheme

See Register "X".

5.7.3 Drives

A three-phase motor drives the hydraulic aggregate. Concerning the nominal power see chapter 4.

5.8 Drive unit

5.8.1 General description

The cardan drive installation comprises a drive system frame, drive wheels with their tyres and drive motors with their wheel hub gear.

The drive unit is rotatably mounted to the elevation leg by means of a ball bearing turntable. This turntable absorbs the resultant static loads and permits a free and smooth swivelling of the drive unit. It has long-term lubrication and includes the ability of greasing.

A cardanic coupling of the drive system, on the elevating leg, is achieved by means of the combination of the drive wheel axles with the rectangularly-arranged axles of the connecting pipes, which are below the turntable. Thus constraint forces created by, for instance, uneven apron surfaces are not transmitted to the bridge structure.

The drive unit frame carries the drive wheel axles and the rectangularly arranged axles of the connection pipes. Two support struts are located below the frame, which support it, on the apron, in the event of tyre failure.

All static supporting elements are made of high quality steel and protected by a colour coating on an EPOXY or POLYURETHAN basis.

5.8.2 Limit switches

The rotation of the drive unit is limited in such a way, that when 90° left or right has been reached the relevant directional drive is disconnected by the individual limit switch and the reverse direction is maintained until such time as the limit switch is no longer activated.

In the event of a failure of the corresponding magnetic limit switch, the applicable mechanical safety switch is operated. This disconnects the drive motor for rotation, in the relevant direction of travel, independently of the PLC.

A rotation angle detector detects the current position of the drive unit between the limit positions. The re-operation can only be done by authorized personal.

5.8.3 Drives

Each wheel is equipped with an individual drive. At identical speeds of the wheels, the drive unit is moved in a straight line forwards or backwards.

In the case of different speeds, the drive unit is turned to the left or to the right. For turning on the spot, the wheels are driven in counter-rotation.

Each wheel is mounted to a wheel hub gear which houses a planetary gear with correspondingly large multiplication. A four pole three-phase asynchronous motor with a spring pressure brake is directly flanged to the planetary gear. The motor is surface-cooled and is not equipped with an own fan. It is designed for short-time service (S2). A temperature switch is integrated into the motor winding for overload protection. A manual brake release installation is provided for venting the brake in order to be able to tow the PBB in the case of power failure. The release lever is detachable and is stored in the switch gear cabinet when it is not used.

In order to generate variable wheel or motor speeds with nearly constant torque, the motors are supplied independently from each other with the required variable three-phase voltage and variable frequency ($U/f = \text{constant}$).

For this purpose, a three-phase frequency converter is provided for each motor. The converters are made of semiconductor components without rotating parts and are electronically controlled. The frequency converter generates the three-phase voltage with a controlled DC-AC-converter from a direct voltage intermediate circuit with constant voltage. A filter and chokes in the input circuit prevents harmful effects on the supply network.

Different nominal and actual values can be displayed on a visual display with input keyboard and regulating parameters can be set.

The frequency converters are controlled and supervised independently from each other by the PLC. The nominal converter values are individually calculated in the PLC, that is, dependent on the joystick signals and the joystick control value.

- forward
- backward
- turn to left
- turn to right

This nominal value is formed in proportion to the excursion angle of the joystick lever, which is vertical in neutral position, but only, if the dead man key installed in the lever is pressed before excursion. The nominal values for forward or backward travel are divided into half in slow speed range. The frequency converter is provided for driving the asynchronous motors as well as for dynamically reducing the speed. Dynamic braking is required in case of changes of the nominal speed value and in case of self-propulsion of the passenger boarding bridge in certain inclined tunnel positions.

The spring pressure brake installed in each motor act as a stopping brake and as a safety brake if the dynamic brake does not operate.

For release, the spring pressure brake is supplied with direct current that is generated by rectifiers from the three-phase voltage supply network. It is controlled from two separate contactors that are controlled via separate outputs from the PLC.

With vented spring pressure brake, a signal for locking the drive system is transmitted to PLC.

Each of the two gear motors is fitted with a solenoid operated spring activated single-disk brake, which is released by controlled direct current.

The drive system brakes guarantee a safe and secure stationing of the passenger boarding bridge, under the relevant operational requirements, whenever it is parked.

These brakes can be released manually in the event of power failure, for instance, so that the PBB can be removed from the aircraft, by means of a tractor.

In case that the brakes are released manually signals are leaded to the programmable logic controller (PLC) to block the main drives.

5.8.4 Drive wheels

The drive wheels are equipped with demountable aircraft tyres fitted with air tube and rim band. The rim of the drive wheel is flanged to the hub gear. This permits to change complete wheels as for trucks.

5.9 Service stairs with landing

5.9.1 General description

The service stairs, with a landing and service door are fitted at the aircraft end of the bridge to allow access for service personnel to and from the apron.

The service stairs and the landing are equipped with a railing on both sides.

Access via the service steps is guaranteed at any operational position of the bridge.

The stairs are hinged to the landing. The steps change their slope according to the slope of the landing. The landing is screwed to the fixed cab.

All static support assemblies are manufactured from high grade steel and are protected with an EPOXY or POLYURETHANE coating.

5.9.2 Floor covering on landing

The landing is equipped with slip secure steps made from hot-dip galvanized steel sheet.

5.9.3 Service stairs

The service stairs are equipped with slip secure steps made from hot-dip galvanized steel sheet.

5.9.4 Additional equipment

5.9.4.1 Landing lighting

The landing and the stairs are sufficiently lightened by a lamp arranged at the top on the left next to the service door. A rotary switch on the control panel in connection with the programmable logic controller (PLC) switches on the lamp.

6 ELECTRIC SYSTEM (General)

6.1 General

The electric system corresponds to the VDE and CENELEC regulations being applicable at present. The device and installation material used is mainly commercial catalogue material of renowned manufacturers. The passenger boarding bridge is installed regarding modules. Each component forms an independent installation unit that can be tested separately. The single modules are connected to the switch gear cabinet or the connection box "ENERGY" by means of multicore lines. As far as necessary, these are plug connections.

6.2 Plug connections

Uniform devices make Harting, product line Han ... ES with system of protection IP 65 are used at the outside as plug connections. The contact inserts are provided with spring clamp connections (comparable to WAGO clamps). Socket and plug are identified by means of a marking in compliance with the electric diagrams. For best possible protection against atmospheric exposure, the plug connections are located as far as possible at the housing lower side. For plug connections inside of cabinets or housings, uniform open connector and spring strips make WAGO are used. They are also provided with spring clamp connections.

6.3 Terminal boxes

Terminal boxes are commercial steel sheet boxes, mainly with 7 7/8 in. x 7 7/8 in x 3 1/8 in. They are equipped with the required number of spring clamp connections make WAGO. The terminals and strip terminals are marked in compliance with the electric diagrams. The terminal boxes are marked outside at the supply line fitting by means of yellow weather-proof captive marking sleeves. Drain bores are located at the lower side.

6.4 Line entries

For the line entries in the outside, high-quality screw connections made of weather-proof polyamide and system of protection IP 68 are used. These are equipped with high-quality sealing and strain relief systems.

6.5 Connection box "ENERGY"

6.5.1 General description

A commercial steel sheet cabinet will be used as connection box "ENERGY", with an expected size of 47 1/4 in x 23 5/8 in. x 23 5/8 in. with system of protection IP 55. The door is locked by means of a cylinder lock. In the inside, the terminals for supply lines from the building are located, furthermore strip terminals, protective switches, low voltage relays, power supplies as well as the disconnect switch for the normal power supply line. Drain bores are located at the lower side of the housing.

Concerning the location see the arrangement drawing passenger boarding bridge enclosed in register "x".

6.5.2 Terminal dimensioning

The terminal for the supply lines from the building are dimensioned for the following cross section:

| | |
|---|--------------|
| Normal power supply | 6 to 2 awg |
| Power supply of lighting and auxiliary equipment (if available) | 26 to 12 awg |
| Buffered supply for elevating system (if available) | 26 to 12 awg |
| Auxiliary supply (if available) | 26 to 12 awg |
| Power supply or command for obstruction light (if available) | 26 to 12 awg |

The terminal clamps are executed as cage clamps.

6.5.3 Power supply

The power supply is carried out via lines from the building provided by other suppliers. These lines are directed to the connection box "ENERGY".

The following lines are provided and connected at the installation of the bridge:

- 1) Normal power supply (maximum connecting cross section 2 awg), type of network TNC
 - The normal power supply supplies in essence
 - a) the drive motors, the auxiliary drives, the elevation system
 - b) the lighting and the auxiliary equipment
 - c) the buffered 24 V control network

The incoming lines are directed via a separating switch that is to be disconnected if the door to the connection box "ENERGY" is to be opened.

Single pole circuit breakers are provided for the protection of the individual electric circuits.

6.6 Electrical cabinet

6.6.1 General description

A recess at the side of the outer tunnel of the passenger boarding bridge serves as electrical cabinet. It forms part of the tunnel structure and is closed towards the fixed cab by means of a steel plate door covering the entire room height. The door is provided with profiled seals. Thus, sufficient protection against foreign matters, dust and water is provided for this location. The equipment rack for electric devices like relays, contactors, protective devices, the PLC, the frequency converters for the drive motors as well as the central strip terminal are located in the switch gear cabinet. The rack wiring is carried out by means of single core lines with high-quality insulation made of cross-linked polyolefine.

This material especially stands out for good mechanical strength, no halogen contents, flame resistant, and no development of corrosive gases and only low fume and smoke development in case of fire. These conductor lines are marked according to the electric diagrams.

The single core line colours are marked in accordance with the recommendations of EN60204 part 1 - 10.22 as follows:

| | |
|--|--------------|
| Main circuit with alternating direct current | black |
| Protective conductor (T) | green/yellow |
| Control lines (< 60 V) | brown |

Lines to nearly all other modules of the passenger boarding bridge are connected to the central strip terminal. These lines are connected via multi-point connections, make WAGO. The outgoing lines are directed out of the switch gear cabinet at its lower side. For this purpose, a line collecting box is installed under the switch gear cabinet.

All devices in the switch gear cabinet are identified by means of labels to which the corresponding mnemonic device names are printed in compliance with the electric diagrams. Switches or pushbuttons are marked by means of plates to which the designation is printed.

The equipment rack is equipped with a thermostatically controlled heating element of 400 W that heats up the air inside the cabinet in case of low temperatures

6.7 Control

6.7.1 Programmable logic controller (PLC)

For control and supervision of all electrically influenced installations of the passenger boarding bridge, a commercial PLC is provided.

It comprises a sub-rack with a power unit, a CPU (central processing unit) with program memory and various in/output modules.

The program memory is executed such as not to lose its contents of information in case of a power failure. Modifications are only possible by means of a suitable programming device.

6.7.2 Control Program

The control program is made by means of the language "Ladder" and is well structured.

It contains all logic operations required for controlling the output elements (contactors, relays, signalling unit) and considers the requirements of the Thyssen Henschel passenger boarding bridge.

Operational data memory program

This program is used for recording running times or the switching numbers of selected equipment parts.

6.7.3 Operating mode selection

An operating mode selector for the choice of "OFF", "MANUAL" and "AUTOMATIC" is provided on the control panel. It has 3 lock-in positions and is provided with a cylinder lock. The actuation is done by means of a key. As a standard the lock is provided with a closure type RONIS ... Other closures can be delivered on demand.

The key can be drawn off in the positions "OFF" and "AUTOMATIC" but not in the position "MANUAL".

6.8 Additional equipment

6.8.1 Point- and Go-System

The driver is able to choose between 'Normal' and 'Point and Go' operation by means of a switch on the control panel.

In position "Normal operation", the drive unit is driven according to the direction of the joystick. When the joystick is set to the straight-ahead driving arrow position, the drive unit travels straight-ahead; when it is set to the reverse-driving arrow position, it travels backwards.

The driving speed matches the angle at which the joystick is set. When you set the joystick to 90°, either to the left or to the right, the drive unit rotates at a constant speed either to the left or to the right. When the joystick is set to a higher angle, the drive unit rotates and also moves simultaneously according to the angle position of the joystick: either straight-ahead or backwards with the corresponding speed. The bridge is thus moved according to the angle of the drive unit.

In position "Point and Go" the drive unit automatically moves in the direction of the joystick. The speed matches the angle of the joystick to the vertical position.

It is for this reason that the driving control is equipped with analogue sensors both for the x-axis as well as the y-axis. The angle of the cabin position is also calculated. The desired value for the drive unit position and the speed is calculated and passed on to the drive motors by the control facility from these measurements. The position of the drive unit is matched with the position of the joystick by means of different wheel movements or speeds and the bridge is moved in the direction in which the joystick is displaying.

Movement is only possible when the dead-man button at the joystick is pressed and kept pressed before operation. Once the dead-man button or the joystick are released, the vehicle comes to an immediate halt.

6.8.2 Automatic preparking

Passenger boarding bridges are generally equipped with a normal driving control system. By means of the controller (joystick) the position of the drive unit is given and the driving speed is regulated infinitely variable. In this manner the bridge driver defines the course for the movements of the passenger boarding bridge from an initial position, e.g. parking position to a target position, e.g. preparking position.

However, in common bridge use this normal driving control system is disconnected by means of the switch "prepositioning mode" located in the electrical cabinet. Then the bridge is automatically moved via the prepositioning system from the parking position to the prepositioning point next to the aircraft door and back from the aircraft door. For the short distance from the prepositioning point to the aircraft door the Point- and Go-control procedure is used (see 6.8.1 Point- and Go-System.)

In the initial position, the parking position, the desired target position number is set via the selector switch "Prepositioning – Select". Then the pushbutton "Prepositioning - Operate" located next to it is pressed and maintained in this position. After that the bridge is at first swivelled in retracted condition into the provided rotunda angle, the cabin is swivelled into the provided cabin angle and then the bridge is extended as long as the provided tunnel length is reached. The short remaining way to the aircraft door is passed by using the Point- and Go-control.

For driving back from the aircraft the target position number for the parking position is set via the switch "Select". After pressing and keeping pressed the pushbutton "Operate" the bridge automatically drives back to its parking position.

During the automatic driving the same warning equipment is switched on as in case of manually controlled driving (flashlights at the drive unit and the siren "driving movements"). During this procedure the bridge driver must observe the apron permanently and in case of danger he must stop the movement by releasing the pushbutton "Operate". After elimination of the danger pressing again the pushbutton "Operate" can continue the movement.

7 Safety systems

In order to ensure the safety of operating functions, during passenger handling manoeuvres, a wide range of safety features has been installed.

In the following this equipment is described in detail:

- Safety brakes
- Safety limit switches
- Automatic height adjustment
- Optical warning devices
- Acoustic warning devices
- Signals
- Mechanical protective devices

7.1 Safety brakes

See "5.6.13.1 Cabin drive for swivelling" on page 20; "5.6.13.2 Canopy drive for extension/retraction" on page 20; "5.8.3 Drives" on page 23.

In the event of power failure, the automatic braking of all drive systems ensures stability of the passenger boarding bridge.

Each, and all, brakes used for the movement functions listed below, are of the safety brake type i.e. loss of power produces automatic brake application:

- ◆ Extension and retraction, bridge rotation
- ◆ Cabin rotation
- ◆ Canopy extension and retraction
- ◆ Roller door up and down (if available)

The hydraulic elevation system is fitted with check valves that close automatically in the event of system failure.

7.2 Safety limit switches

See 5.4.7 "Limit switches" on page 13; 5.5.6 "Limit switches" on page 15; 5.6.11 "Limit switches" on page 19; 5.6.14.3 "Aircraft distance detection" on page 21; 5.8.2 "Limit switches" 23

7.3 Automatic height adjustment

See "5.6.9 Automatic height adjustment (autoleveller)" on page 19.

7.4 Optical warning devices

7.4.1 Flash lights at the elevating leg cross beam

Two warning flash lights (yellow) are installed at both ends of the elevating leg crossbeam; they are switched on in the key position "MANUAL".

7.5 Acoustic warning devices

7.5.1 Siren at the elevating unit

A siren fitted, in the area of the elevation system, operates whenever the passenger boarding bridge is moving. Volume and frequency are selected to overcome the ambient noise levels. The siren also sounds in the operational mode "AUTOMATIC" in case of failures of the autolevelling device or at the emergency lowering system (if available).

7.5.2 Buzzer in the electrical cabinet door

A buzzer fitted in the electrical cabinet door under control indicates malfunctions and breakdowns.

7.6 Mechanical safety devices

Mechanical stops

- The tunnel sections are fitted with mechanical stops to prevent overrun of the limit positions during telescopic movements.
- The elevation movements are limited by mechanical stops.
- The cabin is fitted with mechanical stops to prevent overrun of the swivelling range limits.

Other mechanical safety devices

- All exposed inner surfaces that are accessible for passengers and staff is free from sharp edges and other dangerous projections.

7.7 Additional equipment

7.7.1 Semi-automatic docking procedure

This pre-programmed docking procedure permits the bridge driver a simple and safe docking especially in view to the narrow conditions in case of docking to commuter aircraft.

If the operating mode selector is "Manual" position the joystick is blocked at first. The bridge driver can only drive the bridge via the system "Automatic preparking" described in chapter 6.8.2.

8 Emergency systems

8.1 General description

To ensure safe operational functions, as well as to indicate operational malfunctioning, safety devices are installed as listed in paragraph 7.

In addition to these, emergencies as listed below, may also occur:

- Power failure
- Uncontrolled PBB movements
- Failure of bridge components
- Gale warnings

THYSSEN HENSCHEL passenger boarding bridges are prepared for such events and are fitted with emergency equipment.

Set out below are the parts that provide reactive or proactive safety protection in the event of emergency.

8.2 Emergency stop system

In order to safely switch off the drive motors a contactor is provided. It is supplied from the 24 V controls network.

The contactor is in operation position with inoperative EMERGENCY-STOP-button, - its main contacts are closed.

When an EMERGENCY-STOP button is operated the electric circuit of the contactor is opened, consequently it opens its main contacts.

In the case of troubles in the PLC, the electric circuit towards the contactor is also opened via the watchdog contact.

The switch positions of the EMERGENCY-STOP buttons and of the contactor are transmitted to the PLC.

EMERGENCY-STOP buttons are provided at the following locations:

- a) 1 x in the control panel

8.3 Towing of the PBB

The passenger boarding bridge is constructed to permit separation from an aircraft in the event of power failure or breakdown of a passenger boarding bridge component.

The following features of the passenger boarding bridge are affected:

- Device to manually release the drive system brakes
- Clevis type eyelets for a towing bar

Kassel, April 99

THYSSEN HENSCHEL AIRPORT SYSTEMS GMBH
Project Department

ATTACHMENT A**IFB 16-006/JW**
Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Marine Division
Final Tabulation

| Item | Description | Quantity | Unit Price | Total Price |
|------|---|----------|-------------|-------------|
| 1 | Yamaha F300UCA Model 300 HP Outboard Motor or Equivalent | 4 | \$21,291.00 | \$85,164.00 |
| 2 | Yamaha LF300UCA Model 300 HP Outboard Motor or Equivalent | 4 | \$21,879.00 | \$87,516.00 |

| Item | Description | Quantity | Unit Price | Total Price |
|------|---|----------|-------------|-------------|
| 3 | Yamaha F200XCA Model 200 HP Outboard Motor or Equivalent | 2 | \$15,581.00 | \$31,162.00 |
| 4 | Yamaha LF200XCA Model 200 HP Outboard Motor or Equivalent | 2 | \$16,197.00 | \$32,394.00 |
| 5 | DEC Rigging Kits (Part No. 6X6-OE83C-00-00) or Equivalent * | 2 | \$2,323.00 | \$4,646.00 |
| 6 | De-Rig Existing Yamaha Motors and Install New Motors | 2 | \$1,800.00 | \$3,600.00 |

| Item | Description | Total Price |
|------|---|-------------|
| 7 | Commission Motors and Put Into Service (All Motors) | \$1,500.00 |

*Bidder Notation for Item 5:
"Controls - Includes (2) Cl.2MA"

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): , , , .

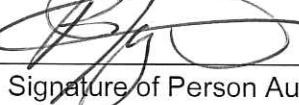
I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

dba THE DINGO GROUP LLC
PETE JORGENSEN MARINE
 Company Name

24 NTH 11th ST

Address

BETTUMONT TX 77702
 City BETTUMONT State TX Zip 77702



Signature of Person Authorized to Sign

PETE JORGENSEN

Printed Name

G.M.

Title

For clarification of this offer, contact:

PETE JORGENSEN

Name

409-2121005 409-2129681
 Phone Fax

pete@jorgensenmarine.com

E-mail

Bidder Shall Return Completed Form with Offer.

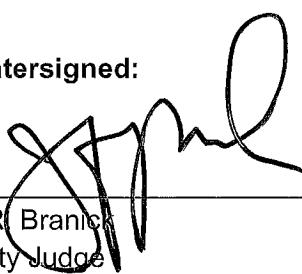
Acceptance of Offer

The Offer is hereby accepted for the following items: Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Marine Division.

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. 16-006/JW, Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Marine Division. 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


Carolyn L. Guidry
County Clerk

April 25, 2016

Date

Attest:



Bidder Shall Return Completed Form with Offer.

ATTACHMENT B

IFB 14-009/JW Term Contract for Microfilm Supplies for Jefferson County

Proposed Price Increase

| Item | Catalog Number | Description | Est. Qty. | Unit of Measure | Vendor | Item Notes | Price | Proposed Price Increase |
|------|----------------|--|-----------|-----------------|---|---|------------|--|
| 1 | 102-2490 | Imagelink Archive Processor Developer | 45 | Case | Information Management Services Endicott Microfilm | Item Number: 111-2490 Case of Two 5 Liter Bottles | \$98.00 | \$153.00 qty 1 – 9 \$103.50 qty 10+ |
| 2 | 102-2656 | Imagelink Archive Processor Fixer | 30 | Case | DecisionOne Corporation | Catalog Number: 1112656 Item Number: E030227 Two 5 Liters per case | \$61.96 | |
| 3 | 199-0977 | Kodak Prostar Tape & Dispenser | 20 | Each | DecisionOne Corporation | Item Number: E022125 | \$30.35 | |
| 4 | 146-5194 | Imagelink 16mm dual strand | 20 | Box | DecisionOne Corporation | Item Number: E022127 3 per pack | \$57.15 | |
| 5 | 78-6969-7542-0 | 3M Brand Cartridges for Microfilm | 12 | Case | DecisionOne Corporation | Brand: Microfilm Products Catalog Number: 1-850H Item Number: M201183 100 M Cartridges per case w/t leaders | \$536.50 | |
| 6 | 78-8000-2580-7 | 3M Brand Cartridge Leader transparent – 100/per case | 10 | Case | DecisionOne Corporation | Brand: Microfilm Products Catalog Number: 1-516 Item Number: M202060 M Cartridge leaders 100 per case | \$85.00 | |
| 7 | E030217 | Direct Duplication Microfilm E-Star Base – 20 rolls/per case | 15 | Case | DecisionOne Corporation | Catalog Number: 284NX32 Item Number: E030217 20 rolls per case | \$2,563.00 | |

| Item | Catalog Number | Description | Est. Qty. | Unit of Measure | Vendor | Item Notes | Price |
|------|----------------|---|-----------|-----------------|---|---|---|
| 8 | 33NXDM | Imagelink Archive Storage Media 100 rolls/per case | 14 | Case | Information Management Services Endicott Microfilm | Item Number: 334NXDM Case of 100 rolls | \$2,795.00 |
| 9 | 314NXQC | Imagelink HQSP615 16mm X 215 ft. 100 rolls/per case | 5 | Case | Information Management Services Endicott Microfilm | Item Number: 314NXQC Case of 100 rolls | \$2,295.00 |
| 10 | 833-0896 | Kodak Film 16mm x 30.5 m. | 7 | Roll | DecisionOne Corporation | Brand: Imagelink Catalog Number: 154NXSG Item Number: E030209 100 rolls per case | \$23.25 per roll \$2,325.00 per case |
| 11 | 149-0481 | Kodak Microfilm Press 16mm – not perforated, 500 splices | 8 | Box | Western Micrographics & Imaging Systems | Item Number: I-528 1,000 per case | \$44.28 |
| 12 | 150-0719 | Kodak System Cleaner - for Developer 10 gallons/per case | 4 | Case | DecisionOne Corporation | Brand: Imagelink Item Number: E021566 10 gallons per case | \$127.60 |
| 13 | 139-5110 | Kodak System Cleaner for Fixer 4 gallons/per case | 4 | Case | Information Management Services Endicott Microfilm | Item Number: 1395110 | \$149.00 |
| 14 | 863-2150 | Toner Cartridge for Kodak Imagelink Retrieval Workstation 1000 | 25 | Each | Information Management Services Endicott Microfilm | Item Number: 8632150 | \$319.00 |
| 15 | 144-2433 | Kodak Solid Flange Return Reels 35mm, 100 ft., Thread-Easy | 10 | Case | Information Management Services Endicott Microfilm | Item Number: 1442433 | \$169.00 |

| Item | Catalog Number | Description | Est. Qty. | Unit of Measure | Vendor | Item Notes | Price |
|------|----------------|--|-----------|-----------------|---|--|-----------------|
| 16 | FR #32-049 | Pro-Star Plus Developer - 4 gallons/per case | 4 | Case | Western Micrographics & Imaging Systems | Item Number: 32-049, 4 gal. per case | \$105.60 |
| 17 | FR-32-254 | Pro-Star Microfilm Fixer - 4 gallons/per case | 4 | Case | Western Micrographics & Imaging Systems | Item Number: 32-254 4 gal. per case | \$78.00 |
| 18 | FR-4900FC | Fixer Systems Cleaner- 6 Quarts/per case | 1 | Case | Western Micrographics & Imaging Systems | Item Number: 4900FC 6 Qt. per case | \$81.60 |
| 19 | 873-0715 | Kodak 16mm solid flange return microfilm reels 500/per case | 1 | Case | Information Management Services Endicott Microfilm | Item Number: 8730715 | \$219.00 |

DecisionOne Corporation
 426 West Lancaster Avenue
 Devon, PA 19333
 800-984-6443 fax
 Contact: Jeanette Anderson
 619-434-1952
 800-984-6443 fax
jeanette.anderson@decisionone.com

Information Management Services
 5047 Transamerica Drive
 Columbus, OH 43228
 Contact: Tom Beazley
 800-765-0084 phone
 806-744-1775 fax
tbeazley@imsimaging.com

Endicott Microfilm
 642 High Street
 Hamilton OH 45011
 Contact: Len Weber
 800-875-8424 or 513-868-8424 phone
 513-868-6385 fax
endicott@choice.net

Western Micrographics & Imaging Systems
 11665 Fuqua Street, Ste. C308
 Houston, TX 77034
 Contact: Ruth J. Shearer
 800-987-0482 phone
 281-481-8833 alt. phone
 281-481-8838 fax
West4320@sbcglobal.net

**CONTRACT RENEWAL FOR IFB 14-009/JW
TERM CONTRACT FOR MICROFILM SUPPLIES FOR JEFFERSON
COUNTY**

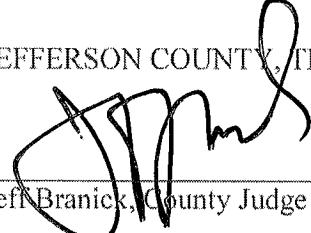
The County entered into a contract with DecisionOne Corporation for one (1) year, from May 5, 2014 to May 4, 2015, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from May 3, 2016 to May 2, 2017.

ATTEST:

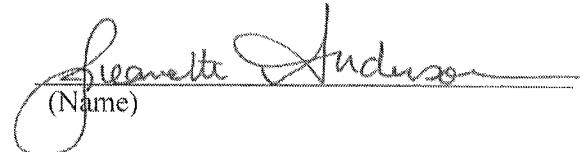

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge



CONTRACTOR:
DecisionOne Corporation


(Name)

**CONTRACT RENEWAL FOR IFB 14-009/JW
TERM CONTRACT FOR MICROFILM SUPPLIES FOR JEFFERSON
COUNTY**

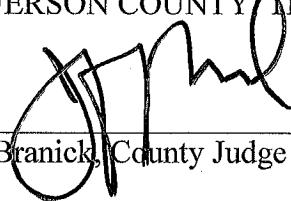
The County entered into a contract with Endicott Microfilm for one (1) year, from May 5, 2014 to May 4, 2015, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from May 3, 2016 to May 2, 2017.

ATTEST:


Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge



CONTRACTOR:
Endicott Microfilm


(Name)

**CONTRACT RENEWAL FOR IFB 14-009/JW
TERM CONTRACT FOR MICROFILM SUPPLIES FOR JEFFERSON
COUNTY**

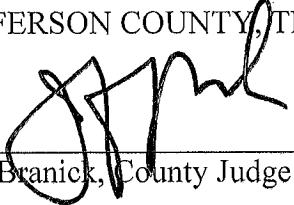
The County entered into a contract with Western Micrographics & Imaging Systems for one (1) year, from May 5, 2014 to May 4, 2015, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from May 3, 2016 to May 2, 2017.

ATTEST:


Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge



CONTRACTOR:
Western Micrographics & Imaging Systems


(Name)



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 *(Handwritten signature of Deborah Clark)*

Date: April 19, 2016

Re: Inter-Department Transfer of County Property

Consider and possibly approve an inter-department transfer of County property as authorized by Local Government Code §262.11.

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

INTER-DEPARTMENT PROPERTY TRANSFER

| DESCRIPTION OF PROPERTY | DEPARTMENT TRANSFERRING | ASSET NO. | DEPARTMENT RECEIVING |
|-------------------------|-------------------------|-----------|----------------------|
| | PROPERTY | | PROPERTY |
| TIMES TWO FILE | DISTRICT ATTORNEY | 2057 | COUNTY CLERK |
| TIMES TWO FILE | DISTRICT ATTORNEY | 2059 | COUNTY CLERK |
| TIMES TWO FILE | DISTRICT ATTORNEY | 2060 | COUNTY CLERK |



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 of "DC" is placed next to the "From" line.

Date: April 20, 2016

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

April 25, 2016

| DEPARTMENT | DESCRIPTION OF PROPERTY | SERIAL NO. | ASSET NO. |
|--|-------------------------------|------------|-----------|
| AGRICULTURE | DELL LATITUDE E6520 LAPTOP PC | 75TG6R1 | 34207 |
| <i>contact person: Peggy Coleman</i> | | | |
| CORRECTIONAL FACILITY | KENWOOD RADIO | 90701200 | |
| CORRECTIONAL FACILITY | KENWOOD RADIO | 20600754 | |
| CORRECTIONAL FACILITY | KENWOOD RADIO | 20600752 | |
| CORRECTIONAL FACILITY | KENWOOD RADIO | 90500274 | |
| CORRECTIONAL FACILITY | KENWOOD RADIO | 20600763 | |
| <i>contact person: Mistey Reeves</i> | | | |
| COUNTY CLERK | BROTHER INTELLIFAX 2820 | | |
| COUNTY CLERK | BROTHER INTELLIFAX 2820 | | |
| <i>contact person: Jessica Grammer</i> | | | |
| DISTRICT ATTORNEY | BLACK SECRETARY CHAIR | 30738 | |
| DISTRICT ATTORNEY | BROWN BOOK SHELF | 12012 | |
| <i>contact person Dan'na Vincent</i> | | | |
| SERVICE CENTER | FILE CABINET | 29765 | |
| <i>contact person: Joe Zurita</i> | | | |
| AUDITING | SHARP CALCULATOR | 28208 | |



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 black ink, appearing to read "DC".

Date: April 20, 2016

Re: Surplus Property Auction

Consider and possibly approve auction of surplus property as authorized by Local Government Code §263.152 (a) (1) by Horn's Auction, Inc. to be held on Saturday May 7, 2016.

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

SURPLUS PROPERTY SALE
HORN AUCTION

May 7, 2016

| DEPARTMENT | DESCRIPTION OF PROPERTY | SERIAL NO. | ASSET NO. |
|---------------------------------------|--------------------------------------|------------|-----------|
| DISTRICT ATTORNEY | BROWN DESK W/SILVER HANDLES | | |
| DISTRICT ATTORNEY | BLACK SECRETARY CHAIR | | 30736 |
| DISTRICT ATTORNEY | BROWN L-SHAPE DESK | | 11958 |
| DISTRICT ATTORNEY | BROWN L-SHAPE DESK | | |
| <i>contact person: Dan'na Vincent</i> | | | |
| CRIMINAL DISTRICT COURT | 1-BX VERNON TX CODES ANNOTATED BOOKS | | |
| <i>contact person: Sylvia Moore</i> | | | |
| CONSTABLE PCT. 1 | FENIEX 4200 CONTROLLER | | |
| <i>contact person: Sylvia Moore</i> | | | |



March 22, 2016

Jefferson County Precinct #3
Attn: Mark Redwine
5700 Jade Ave.
Port Arthur, TX 77640

Re: Sidewalk lifting and stabilization at Walter Umphrey State Park

Mr. Redwine,

Thank you for the opportunity to present this proposal to you.

ANALYSIS:

Approximately 735 square feet of the concrete sidewalk at the Walter Umphrey State Park is in need of lifting and (or) stabilization

SCOPE OF WORK:

URETEK will drill 5/8" holes through the concrete sidewalk in order to inject its high density two-part expanding polymer to lift and (or) stabilize the sidewalk.

PRICING:

URETEK, will furnish the material, tools, skilled technicians, and insurance necessary to inject URETEK material to lift and (or) stabilize the sidewalk. The cost to complete the job is:

Inject URETEK Material: \$8,085.00

We expect to use 735 pounds of material. If more material is required, we will cease work until you authorize us to proceed at \$10.00 a pound.

ADDITIONAL:

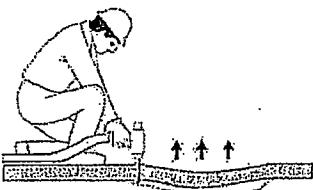
We will need to be able to pull our truck and trailer within 125 feet of the affected sidewalk.

Mr. Redwine, I hope this proposal meets with your approval. URETEK is eager to demonstrate to you the advantages of utilizing URETEK for concrete lifting. If you have any questions, please call me at (713) 870-9927 or email me at blakeg@uretek-gulfcoast.com. You may also call the office at (281) 894-4990. We look forward to hearing from you soon.

Sincerely,

Blake Grappe

Blake Grappe
URETEK ICR
(713) 870-9927



Industrial | Commercial | Residential
Concrete Lifting, Soil Stabilization, Void Fill, I & I Repair



Uretek ICR Gulf Coast

11603 Windfern Houston, TX 77064
 Toll Free: 1.866.873.5438 Phone: 281.894.4990 Fax: 281.720.1222

Sales Contract

Submitted To: Jefferson County Pct 3

Attn: Mark Redwine
 5700 Jade Ave
 Port Arthur, TX 77640

Date: 3/24/2016

Uretek ICR Representative: Blake Grappe
 Job Address: 3964 Martin Luther King Dr
 Port Arthur, TX 77640

Uretek ICR Gulf Coast ("Uretek ICR") and the individuals or entities designated as Owner(s)/Authorized Agent(s) below (collectively, the "Owner") enter into this agreement (the "Agreement") and hereby agree as follows:

1. Uretek ICR will provide all labor, materials and supervision to fill subterranean-voids using the Uretek Method™ to raise and/or stabilize the slab foundation at injection locations on the Project.
2. Injections will be made by drilling holes. The holes resulting from the drilling will be sealed with either wood putty or grout (as applicable) upon completion of the work.
3. Owner hereby accepts all responsibility for and agrees that Uretek ICR is not responsible for any damage to or resulting from damage to, (1) plumbing, (2) sheetrock, (3) wall covering, (4) carpet, (5) flooring, (6) door and/or window frames, (7) any other rigid material(s) and/or (8) any other damage resulting from Uretek ICR's work.
4. Any re-mobilization required because of lack of preparation by the customer will result in a \$1,000.00 re-mobilization charge.
5. Uretek ICR will list and stabilize sidewalk at Walter Umphrey State Park; approximately 735 sq ft for the sum of Eight Thousand Eighty Five dollars (\$8,085.00), plus all applicable taxes (the "Service Fee"). Uretek ICR intends to use 735 pounds of material. Work beginning after 5pm on Friday thru 5am Monday will cost an additional \$1,000.00. Changes to the work will not be undertaken without a written change order signed on behalf of Uretek ICR and by Owner. Upon the parties' signing of a written change order, Uretek ICR will supply and inject additional material at a cost of \$10.00 per pound. Payment in full of the Service Fee is due upon Uretek ICR's representation that the work is complete regardless of whether Owner requests additional work by executing a change order as provided below. All invoices which are not paid upon completion of the work shall bear interest on the amounts then due at the rate of twelve percent (12%) per year with interest to accrue five (5) days from the date of Uretek ICR's invoice.

The Service Fee is based on Uretek ICR's investigation of the conditions and factors affecting the work to be performed, including, without limitation, soil conditions, void spaces, moisture levels, thickness of concrete and Owner's input to Uretek ICR regarding those and other pertinent conditions. If, after beginning work, the factors or conditions are found to be significantly different than previously understood by or explained to Uretek ICR, Uretek ICR reserves the right to stop work to determine the impact of such factors and conditions on the scope of work outlined above. If additional labor or materials are required beyond those contemplated by Uretek ICR as set forth above, Uretek

Contract 10847
 RC10 rev.02/21/12

ICR will provide Owner with a revised cost estimate to complete the work. In no event, will Uretek ICR be obligated to complete the work until the parties execute a change order as provided herein. Regardless of whether Owner elects to execute a change order for additional labor and/or materials, Owner remains responsible for payment in full of the Service Fee.

6. The material injected by Uretek ICR is warranted against deterioration from normal and ordinary conditions for ten (10) years from the date of initial injection of the material. This warranty applies only to material injected at initial application and does not cover deterioration or damage resulting from improper use or modification subsequent to injection of the material, damage due to water or sewage infiltration, accidents or acts of God. If any adjustment is necessary due to settlement in the initial injection locations the first (1) year from the date of completion of the work, Uretek ICR's sole obligation is to adjust the settled area without cost to the Owner if Owner has paid in full all monies previously invoiced by Uretek ICR Gulf Coast.. SUBJECT TO THIS LIMITED WARRANTY, OWNER AGREES THAT THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, MADE BY URETEK ICR CONCERNING THE LABOR OR MATERIALS PROVIDED UNDER THIS AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, URETEK ICR HEREBY DISCLAIMS, AND OWNER HEREBY WAIVES, ALL IMPLIED WARRANTIES RELATING TO THE LABOR AND MATERIALS PROVIDED UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, CONSTRUCTION IN A GOOD AND WORKMANLIKE MANNER, CONDITION, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ADEQUACY OF THE PLANS. ANY IMPLIED WARRANTIES WHICH CANNOT LAWFULLY BE DISCLAIMED ARE LIMITED IN DURATION TO ONE (1) YEAR DURATION FROM THE DATE OF URETEK ICR'S INITIAL INJECTIONS. IN NO EVENT SHALL URETEK ICR BE LIABLE FOR DAMAGES IN EXCESS OF THE SERVICE FEE, FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR ATTORNEY'S FEES ARISING OUT OF OR IN ANY WAY RELATED TO THE LABOR OR MATERIALS PROVIDED HEREUNDER TO THE EXTENT PERMITTED BY LAW.
7. Any disputes arising out of or in any way related to this Agreement or Uretek ICR's work will be resolved by binding arbitration in Harris County, Texas, as administered by the American Arbitration Association ("AAA") in accordance with the AAA's Construction Industry Arbitration Rules using a one-arbitrator panel.

AGREED:

URELIFT GULF COAST, L. P.
dba URETEK ICR GULF COAST
By: UGC Management, LLC
Its: General Partner

Authorized Agent / Date

Customer Signature / Date



EARL WHITE
Jefferson County Constable
Precinct 1
1085 Pearl Street
Beaumont, TX 77701



Memo

Date: April 19, 2016

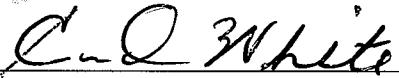
To: Fran Lee, Financial Manager Fax #: (409) 839-2369
 From: Constable's Office Precinct 1 Fax #: (409) 839-2350
 RE: Transfer Line Item
 Priority: [Urgent]

Line-item Transfer Amendment

DATE: April 19, 2016

Honorable Commissioners Court of Jefferson County:
 I submit to you for your consideration the following line-item transfers:

| | FUND | DEPT. | FROM | TO |
|---------|---|--------------------|---------|---------|
| From: | Overtime | 120 3065 425 10-98 | \$2,000 | |
| To: | Clothing | 120-3065-425-3017 | | \$2,000 |
| Reason: | To cover costs of Uniforms and Badges *-See Justification letter. | | | |


 Department Head /Chief Clerk-Administrative Assistant

Approved: County Judge for Commissioners Court

Attest: County Clerk

JEFFERSON COUNTY CONSTABLE PRECINCT 1

FISCAL YEAR 2016

BUDGET REQUEST

ACCOUNT NUMBER 120-3065-425 - 3017

ITEM OR SERVICE REQUEST:

3017 –Clothing: Funds from 2016 Budget to purchase new Badges and uniforms for New Constable and Deputies for Jefferson County Constable PCT. 1

JUSTIFICATION

Appointed to Constable on 03/7/2016, arrived to find current employees uniforms were in poor and unserviceable condition. The condition of the employees uniform at this time don't reflect a professional appearance of myself, staff or office of Jefferson County Constable PCT. 1. Current staff has tried to care for uniforms but they are still are un-presentable.

EXPECTED RESULTS OR BENEFITS

I am requesting funds to purchase new uniforms and badges that are not only presentable, but a uniform the staff can take pride in wearing on a daily basis. Uniforms I am requesting to purchase have a serviceable life well past what they are currently wearing. See attached bid from Code Blue

ESTIMATED INCREASE

| | |
|-------|---------|
| Total | \$2,000 |
|-------|---------|

Earl White / 
Constable Precinct 1

TEXAS CODE BLUE
5550 EASTEX FREEWAY
SUITE L
BEAUMONT, TX 77708
USA

Voice: 409.892.7836
Fax: 409.892.7826

QUOTATION

Quote Number: EARL WHITE
Quote Date: Apr 6, 2016
Page: 1

JEFFERSON CO. PCT. 1
1001 PEARL
RM. 103
BEAUMONT, TX 77701

| Customer ID | Customer Name | Payment Terms | Sales Rep |
|---------------------|---------------|---------------|-----------|
| JEFFERSON CO. PCT 1 | 5/6/16 | Net 30 Days | 300 |

| Quantity | Item Number | Description | Unit Price | Total Price |
|----------|---------------|------------------------------|------------|-------------|
| 50.00 | SPECIAL ORDER | DEPT PATCHES | 3.85 | 192.50 |
| 100.00 | SPECIAL ORDER | DEPT PATCHES | 3.05 | 305.00 |
| 200.00 | SPECIAL ORDER | DEPT PATCHES | 2.65 | 530.00 |
| 1.00 | PRE-E1928 | AMERICAN FLAG PATCH STRAIGHT | 3.50 | 3.50 |

| | |
|-----------|----------|
| Subtotal | 1,031.00 |
| Sales Tax | |

TEXAS CODE BLUE
 5550 EASTEX FREEWAY
 SUITE L
 BEAUMONT, TX 77708
 USA

Voice: 409.892.7836
 Fax: 409.892.7826

QUOTATION

Quote Number: 248
 Quote Date: Apr 12, 2016
 Page: 1

Upd also

| Quoted To: | |
|-----------------------------|--|
| JEFFERSON CO. PCT. 1 | |
| 1001 PEARL | |
| RM. 103 | |
| BEAUMONT, TX 77701 | |

| Customer | Order Date | Net 30 Days | 300 |
|---------------------|------------|-------------|-----|
| JEFFERSON CO. PCT 1 | 5/12/16 | | |

| | | | | |
|-------|-------------------|---|-------|--------|
| 12.00 | SP-SPDU10-L | DKNVY MEN S/S SHIRT | 60.00 | 720.00 |
| 12.00 | SP-SPDU20-30 | DKNVY MEN PANT SZ- | 60.00 | 720.00 |
| 6.00 | SP-SPDU15-15.5X35 | DKNVY L/S SHIRT SZ- | 64.00 | 384.00 |
| 6.00 | PRE-E1928 | AMERICAN FLAG PATCH STRAIGHT | 3.50 | 21.00 |
| 5.00 | SPECIAL ORDER | SMITH & WARREN S261A SIL GOL-RAY BADGE ON SHIRTS DEPT PATCH LEFT SLEEVE AND AMERICAN FLAG ON RIGHT SLEEVE | 94.00 | 470.00 |

| | |
|-----------|----------|
| Subtotal | 2,315.00 |
| Sales Tax | |

JEFFERSON COUNTY, TEXAS

SINGLE AUDIT REPORT

**For Fiscal Year
September 30, 2015**

JEFFERSON COUNTY, TEXAS**SINGLE AUDIT REPORT****TABLE OF CONTENTS****SEPTEMBER 30, 2015**

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| Independent Auditors' Report on Compliance With Requirements That Could Have a Direct and Material Effect on Each Major Program and on Internal Control Over Compliance in Accordance With OMB Circular A-133 State of Texas Uniform Grant Management Standards..... | 3 – 5 |
| Schedule of Expenditures of Federal and State Awards..... | 6 – 9 |
| Notes to Schedule of Expenditures of Federal and State Awards | 10 |
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| Summary Schedule to Prior Audit Findings | 12 |

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT
AUDITING STANDARDS

To the Honorable County Judge
And Commissioners Court
Jefferson County, Texas

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Jefferson County, Texas as of and for the year ended September 30, 2015, and the related notes to the financial statements, which collectively comprise Jefferson County, Texas' basic financial statements, and have issued our report thereon dated March 17, 2016.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Jefferson County, Texas' internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Jefferson County, Texas' internal control. Accordingly, we do not express an opinion on the effectiveness of Jefferson County, Texas' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Jefferson County, Texas' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Jefferson County, Texas' internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 17, 2016



INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH
MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE
REQUIRED BY OMB CIRCULAR A-133 AND THE STATE OF TEXAS
UNIFORM GRANT MANAGEMENT STANDARDS

To the Honorable County Judge and
Commissioners Court
Jefferson County, Texas

Report on Compliance for Each Major Federal and State Program

We have audited Jefferson County, Texas' compliance with the types of compliance requirements described in the OMB Circular A-133 Compliance Supplement and the State of Texas *Uniform Grants Management Standards* that could have a direct and material effect on each of the County's major federal and state programs for the year ended September 30, 2015. Jefferson County, Texas' major federal and state programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal and state programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Jefferson County, Texas' major federal and state programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*; and the State of Texas *Uniform Grant Management Standards*. Those standards, OMB Circular A-133, and the State of Texas *Uniform Grant Management Standards* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal or state program occurred. An audit includes examining, on a test basis, evidence about Jefferson County, Texas' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal and state program. However, our audit does not provide a legal determination of Jefferson County, Texas' compliance.

Opinion on Each Major Federal and State Program

In our opinion, Jefferson County, Texas complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal and state programs for the year ended September 30, 2015.

Report on Internal Control Over Compliance

Management of Jefferson County, Texas is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Jefferson County, Texas' internal control over compliance with the types of requirements that could have a direct and material effect on each major federal and state program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal and state program and to test and report on internal control over compliance in accordance with OMB Circular A-133 and the State of Texas *Uniform Grant Management Standards*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Jefferson County, Texas' internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal or state program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal or state program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal or state program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Schedule of Expenditures of Federal and State Awards Required by OMB Circular A-133 and the State of Texas Uniform Grant Management Standards

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Jefferson County, Texas as of and for the year ended September 30, 2015, and the related notes to the financial statements, which collectively comprise Jefferson County, Texas' basic financial statements. We issued our report thereon dated March 17, 2016, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal and state awards is presented for purposes of additional analysis as required by OMB Circular A-133 and the State of Texas Uniform Grant Management Standards and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal and state awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133 and the State of Texas *Uniform Grant Management Standards*. Accordingly, this report is not suitable for any other purpose.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 17, 2016

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JEFFERSON COUNTY, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS

YEAR ENDED SEPTEMBER 30, 2015

| <u>Federal Grantor/Pass-through Grantor/ Program Title</u> | <u>Federal CFDA Number</u> | <u>Grantor's ID Number</u> | <u>Federal Expenditures</u> |
|---|------------------------------------|--------------------------------|---------------------------------|
| <u>FEDERAL PROGRAMS</u> | | | |
| <u>U. S. Department of Agriculture</u> | | | |
| Passed through the Texas Department of Agriculture | | | |
| Summer Food Service Program | 10.559 | 123-1007 | \$ 1,648 |
| Total Passed through the Texas Department of Agriculture | | | <u>1,648</u> |
| Total U. S. Department of Agriculture | | | <u>1,648</u> |
| <u>U. S. Department of Housing and Urban Development</u> | | | |
| Passed through the Texas General Land Office | | | |
| Community Development Block Grants/States Program - Ike | 14.228 | DRS-010219 | 2,532,460 |
| Community Development Block Grants/States Program - Ike Round 2.2 | 14.228 | DRS-220219 | 572,158 |
| Cheek Step Sewer Improvement, Phase #4 | 14.228 | TDCP-713250 | <u>254,000</u> |
| Total Passed through the Texas General Land Office | | | <u>3,358,618</u> |
| Total U. S. Department of Housing and Urban Development | | | <u>3,358,618</u> |
| <u>U.S. Department of the Interior</u> | | | |
| Passed through the U.S. Fish and Wildlife Service | | | |
| Coastal Impact Assistance | 15.668 | 11-239-0000-4825 | 43,738 |
| Coastal Impact Assistance | 15.668 | 13-242-0000-7440 | <u>315,872</u> |
| Total Passed through the U.S. Fish and Wildlife Service | | | <u>359,610</u> |
| <u>U. S. Department of Justice</u> | | | |
| Passed through the City of Beaumont | | | |
| Edward Byrne Memorial Formula Grant Program | 16.579 | 2012DJBX0253 | 230 |
| Edward Byrne Memorial Formula Grant Program | 16.579 | 2014DJBX0530 | <u>15,117</u> |
| Total Passed through the City of Beaumont | | | <u>15,347</u> |

JEFFERSON COUNTY, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS

YEAR ENDED SEPTEMBER 30, 2015

| Federal Grantor/Pass-through Grantor/ Program Title | Federal CFDA Number | Grantor's ID Number | Federal Expenditures |
|---|---------------------------|-----------------------------------|-------------------------|
| <u>U. S. Department of Justice</u> | | | |
| Passed through the Office of the Governor, Criminal Justice Division | | | |
| Violence Against Women Formula Grants | 16.588 | 13466-17 | \$ 72,736 |
| Violence Against Women Formula Grants | 16.588 | 13466-18 | <u>5,989</u> |
| Total Program 16.588 | | | <u>78,725</u> |
| Crime Victim Assistance - Crime Victim's Clearinghouse | 16.575 | 21032-06 | 45,838 |
| Crime Victim Assistance - Crime Victim's Clearinghouse | 16.575 | 21032-07 | <u>5,779</u> |
| Total Program 16.575 | | | <u>51,617</u> |
| Juvenile Accountability Block Grants | 16.523 | 28091-01 | 83,332 |
| Juvenile Accountability Block Grants | 16.523 | 28091-02 | <u>3,413</u> |
| Total Program 16.523 | | | <u>86,745</u> |
| Total Passed through the Office of the Governor, Criminal Justice Division | | | <u>217,087</u> |
| Direct Program | | | |
| State Criminal Alien Assistance Program (SCAAP) | 16.606 | 2014APBX0638 | <u>17,676</u> |
| Total Program 16.606 | | | <u>17,676</u> |
| Total U. S. Department of Justice | | | <u>250,110</u> |
| <u>U. S. Department of Transportation</u> | | | |
| Construction of Taxiway D Reconstruction, Runway Safety Area Grading, RW 16/34 Rehabilitation, Design of Partial Reconstruction for RW 12/30, Taxiway E & F and and DBE/ACDBE Program Update | 20.106 | 3-48-0018-030-2014 | \$ <u>2,398,894</u> |
| Total Passed through Federal Aviation Administration | | | <u>2,398,894</u> |
| Passed through Texas Department of Transportation | | | |
| Violent Offender Task Force | 20.601 | 2014-JLEOTFS4, 25302-TFO Overtime | 10,833 |
| Selective Traffic Enforcement Program - Impaired Driver Mobilization | 20.601 | 2015-Jefferson-S-IYG-0095 | <u>34,668</u> |
| Total Passed through Texas Department of Transportation | | | <u>45,501</u> |
| Total U. S. Department of Transportation | | | <u>2,444,395</u> |
| <u>U. S. Department of Health and Human Services</u> | | | |
| Passed through Texas Department of Family & Protective Services | | | |
| Foster Care - Title IV-E Child Welfare Services | 93.658 | 23939002 | 30,181 |
| Foster Care - Title IV-E Legal Services | 93.658 | 23939003 | <u>62,105</u> |
| Total Passed through Texas Department of Family & Protective Services | | | <u>92,286</u> |
| Total U. S. Department of Health and Human Services | | | <u>92,286</u> |

JEFFERSON COUNTY, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS

YEAR ENDED SEPTEMBER 30, 2015

| <u>Federal Grantor/Pass-through Grantor/ Program Title</u> | <u>Federal CFDA Number</u> | <u>Grantor's ID Number</u> | <u>Federal Expenditures</u> |
|--|------------------------------------|--------------------------------|---------------------------------|
| <u>U. S. Department of Homeland Security</u> | | | |
| Passed through the Texas Division of Emergency Management | | | |
| Homeland Security Grant Program - 2014 LETPA/LEAP | 97.073 | EMW-2014-22-00029 | \$ 59,915 |
| Total Program 97.073 | | | <u>59,915</u> |
| Passed through the Texas Division of Emergency Management | | | |
| Emergency Management Performance Grant | 97.042 | 15TX-EMPG-0389 | <u>41,004</u> |
| Total Passed through the Texas Division of Emergency Management | | | <u>100,919</u> |
| <u>U. S. Department of Homeland Security</u> | | | |
| Direct Programs | | | |
| 2012 Port Security Grant | 97.056 | EMW2013PU00321 | \$ 92,299 |
| 2013 Port Security Grant | 97.056 | EMW2014PO00143 | <u>54,000</u> |
| Total Direct Programs | | | <u>146,299</u> |
| Total U. S. Department of Homeland Security | | | <u>247,218</u> |
| Total Expenditures of Federal Awards | | | <u>\$ 6,753,885</u> |

JEFFERSON COUNTY, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS

YEAR ENDED SEPTEMBER 30, 2015

| State Grantor/Pass-through Grantor/ Program Title | Federal CFDA Number | Grantor's ID Number | State Expenditures |
|--|---------------------------|------------------------|-----------------------|
| <u>Texas Department of Motor Vehicles</u> | | | |
| Motor Vehicle Salvage/Theft Reduction Program | 2015-T01-City of-00014 | | \$ 79,345 |
| Motor Vehicle Salvage/Theft Reduction Program | 608-16-1230100 | | 6,759 |
| Total Department of Motor Vehicles | | | <u>86,104</u> |
| <u>Texas Department of Transportation</u> | | | |
| Routine Airport Maintenance Grant | M1520BMPT | | 50,000 |
| County Transportation Infrastructure Fund Grant | N/A | | 835,889 |
| Total Department of Transportation | | | <u>885,889</u> |
| <u>Texas Department of Criminal Justice</u> | | | |
| Family Treatment Drug Court | 1869009 | | 25,434 |
| Family Treatment Drug Court | 1869010 | | 1,081 |
| Drug Court | 1604514 | | 50,718 |
| Drug Court | 1604515 | | 1,400 |
| Total Department of Criminal Justice | | | <u>78,633</u> |
| <u>Texas Indigent Defense Commission</u> | | | |
| Indigent Defense Formula Grant FY 15 | | | 224,478 |
| Total Indigent Defense Commission | | | <u>224,478</u> |
| <u>Texas Commission on Law Enforcement</u> | | | |
| Law Enforcement Officer Standards and Education | N/A | | 29,230 |
| Total Texas Commission on Law Enforcement | | | <u>29,230</u> |
| <u>Texas General Land Office</u> | | | |
| Keith Lake Fish Pass Baffle | 15-075-000-8730 | | 1,041,226 |
| Total Texas General Land Office | | | <u>1,041,226</u> |
| Total Expenditures of State Awards | | | \$ <u>2,345,560</u> |
| Total Expenditures of Federal and State Awards | | | \$ <u>9,099,445</u> |

JEFFERSON COUNTY, TEXAS

**NOTES TO SCHEDULE OF EXPENDITURES
OF FEDERAL AND STATE AWARDS**

SEPTEMBER 30, 2015

1. The County utilizes the fund types specified in the Resource Guide.

Special Revenue Funds are used to account for resources restricted to, or designated for, specific purposes by a grantor. Capital Projects Funds are used to account for all resources used for the acquisition or construction of capital facilities. Federal and state financial assistance generally is accounted for in a Special Revenue Fund, Capital Projects Funds, Enterprise Funds or the General Fund. GASB Statement No. 54 allows grants used for the construction or acquisition of capital assets to be accounted for in the Capital Projects Funds. Generally, used balances are returned to the grantor at the close of specified project periods.

2. The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. The governmental fund types and private purpose trust fund types are accounted for using a current financial resources measurement focus. Most federal and state grant funds were accounted for in the Special Revenue Funds, Capital Projects Funds, or the General Fund, components of the governmental fund type. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. Operating statements of these funds present increases (i.e., revenues and other financing sources) and decreases (i.e., expenditures and other financing uses) in net current assets.

The modified accrual basis of accounting is used for the governmental funds, the private purpose trust funds, and agency funds. This basis of accounting recognizes revenue in the accounting period in which they become susceptible to accrual, i.e., both measurable and available, and expenditures in the accounting period in which the fund liability is incurred, if measurable, except for unmatured interest on general long-term debt, which is recognized when due, and certain compensated absences and claims and judgments, which are recognized when the obligations are expected to be liquidated with expendable available financial resources. The County also accounts for grants in its enterprise funds. The accrual basis of accounting is used for enterprise funds.

Federal and state grant funds are considered to be earned to the extent of expenditures made under the provisions of the grant, and, accordingly, when such funds are received, they are recorded as unearned revenues until earned.

3. The period of availability for federal and state grant funds for the purpose of liquidation of outstanding obligations made on or before the ending date of the federal or state project period, extended 30 days beyond the federal or state project period ending date, in accordance with provisions in Section H. Period of Availability of Federal Funds, Part 3, OMB Circular A-133 Compliance Supplement updated as of June 2013.

JEFFERSON COUNTY, TEXAS

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED SEPTEMBER 30, 2015

Summary of Auditors' Results

Financial Statements:

| | |
|---|---------------|
| Type of auditors' report issued | Unmodified |
| Internal control over financial reporting: | |
| Material weakness(es) identified? | None |
| Significant deficiency(ies) identified? | None reported |
| Noncompliance material to financial statements noted? | None |
| Federal Awards: | |
| Internal control over major programs: | |
| Material weakness(es) identified? | None |
| Significant deficiency(ies) identified? | None reported |
| Type of auditors' report issued on compliance for major programs | Unmodified |

| | |
|--|------|
| Any audit findings disclosed that are required to be reported in accordance with Section 510(a) of OMB Circular A-133? | None |
|--|------|

Identification of major programs:

| <u>CFDA Number(s)</u> | <u>Name of Federal Program or Cluster:</u> |
|-----------------------|--|
| 20.106 | Airport Improvement Program |
| State | Keith Lake Fish Pass Baffle |
| State | County Transportation Infrastructure Fund Grant |

| | |
|--|-----------|
| Dollar threshold used to distinguish between type A and type B federal programs | \$300,000 |
|--|-----------|

| | |
|--|-----------|
| Dollar threshold used to distinguish between type A and type B state programs | \$300,000 |
|--|-----------|

| | |
|---|-----|
| Auditee qualified as low-risk auditee? for federal single audit? | Yes |
|---|-----|

| | |
|---|-----|
| Auditee qualified as low-risk auditee? for state single audit? | Yes |
|---|-----|

Findings Relating to the Financial Statements Which Are
Required to be Reported in Accordance With
Generally Accepted Government Auditing Standards

None

Findings and Questioned Costs for Federal and State Awards

None

JEFFERSON COUNTY, TEXAS
SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED SEPTEMBER 30, 2015

None

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NAME

AMOUNT

CHECK NO.

TOTAL

JURY FUND

TRI-CITY COFFEE SERVICE

381.10

419866

381.10**

ROAD & BRIDGE PCT.#1

APAC, INC. - TROTTI & THOMSON
CARQUEST AUTO PARTS # 963,783.34
226.19
791.22419788
419796
419810

RB EVERETT & COMPANY, INC.

759.78
24.38
28.65419815
419829
419835

ENTERGY

344.40
14.00
735.90419849
419854
419864

M&D SUPPLY

.15
.47419885
419900

MUNRO'S

381.60

419947

SANITARY SUPPLY, INC.

7,090.08**

SOUTHEAST TEXAS WATER

TEXAS WORKFORCE COMMISSION

DEPARTMENT OF INFORMATION RESOURCES

UNITED STATES POSTAL SERVICE

GOLDEN TRIANGLE GLASS CO

ROAD & BRIDGE PCT.#2

A&A EQUIPMENT

J.K. CHEVROLET CO.

DEPARTMENT OF INFORMATION RESOURCES

BUMPER TO BUMPER

CENTERPOINT ENERGY RESOURCES CORP

MARTIN MARIEETA MATERIALS

253.95
54.72
.03
70.22
45.42
79.30419772
419821
419885
419922
419926
419992

ROAD & BRIDGE PCT. # 3

503.64**

SPIDLE & SPIDLE

1,281.42
140.55
28.44
316.46
210.62
259.70
34.13
205.83
225.00
15.47
26.95
.18
73.86
525.00
38.70419779
419792
419799
419806
419815
419828
419835
419853
419860
419871
419878
419885
419909
419936
419994

BEAUMONT TRACTOR COMPANY

CITY OF PORT ARTHUR - WATER DEPT.

DYNAMIC POWER SYSTEM, INC.

ENTERGY

LOUIS' YAZOO SALES & SERVICE, LLC

MUNRO'S

SMART'S TRUCK & TRAILER, INC.

TAC - TEXAS ASSN. OF COUNTIES

STRATTON INC.

HOWARD'S AUTO SUPPLY

DEPARTMENT OF INFORMATION RESOURCES

LOWE'S HOME CENTERS, INC.

DEJEAN AUTOMOTIVE

FELIX AAA AUTO & TRUCK PARTS LLC

ROAD & BRIDGE PCT.#4

3,382.31**

HERNANDEZ OFFICE SUPPLY, INC.

27.60
80.96
98.21
75.26
2,212.00
.02
216.00
.6.21
264.28
341.90419819
419829
419835
419856
419864
419885
419919
419929
419933
419984

M&D SUPPLY

MUNRO'S

AT&T

TEXAS WORKFORCE COMMISSION

DEPARTMENT OF INFORMATION RESOURCES

PETROLEUM SOLUTIONS, INC.

BEAUMONT FREIGHTLINER STERLING

HLAVINKA EQUIPMENT COMPANY

PETROLEUM MATERIALS LLC

ENGINEERING FUND

3,322.44**

OFFICE DEPOT

24.92
2.72419838
419900

27.64**

UNITED STATES POSTAL SERVICE

PARKS & RECREATION

ROSS RIDGE SAND COMPANY LP

340.00
310.80419935
419980

650.80**

SPRINT WASTE SERVICES LP

GENERAL FUND

TAX OFFICE

| NAME | AMOUNT | CHECK NO. | TOTAL |
|-------------------------------------|-----------|-----------|------------|
| GUARDIAN FORCE | 28.00 | 419774 | |
| DEPARTMENT OF INFORMATION RESOURCES | .14 | 419885 | |
| UNITED STATES POSTAL SERVICE | 912.67 | 419900 | |
| CUMMINS-ALLISON CORP | 207.13 | 419967 | |
| COUNTY HUMAN RESOURCES | | | 1,147.94* |
| CASH ADVANCE ACCOUNT | 465.94 | 419825 | |
| MOORMAN & ASSOCIATES, INC. | 750.00 | 419834 | |
| UNITED STATES POSTAL SERVICE | 2.00 | 419900 | |
| AUDITOR'S OFFICE | | | 1,217.94* |
| OFFICE DEPOT | 285.38 | 419838 | |
| UNITED STATES POSTAL SERVICE | 4.89 | 419900 | |
| COUNTY CLERK | | | 290.27* |
| OFFICE DEPOT | 66.39 | 419838 | |
| UNITED STATES POSTAL SERVICE | 294.36 | 419900 | |
| RICOH USA INC | 447.18 | 419968 | |
| THOMSON REUTERS-WEST | 226.00 | 419972 | |
| COUNTY JUDGE | | | 1,033.93* |
| CHEROKEE COUNTY CLERK | 497.00 | 419804 | |
| OFFICE DEPOT | 60.68 | 419838 | |
| UNITED STATES POSTAL SERVICE | 1.34 | 419900 | |
| THE YOES LAW FIRM, LLP | 500.00 | 419930 | |
| GRACE NICHOLS | 1,600.00 | 419944 | |
| KATY L DELAHOUSSAYE | 500.00 | 419945 | |
| HARVEY L WARREN III | 1,600.00 | 419949 | |
| WYATT SNIDER | 500.00 | 419959 | |
| THOMSON REUTERS-WEST | 116.58 | 419972 | |
| JAN GIROUARD & ASSOCIATES LLC | 600.00 | 420002 | |
| RISK MANAGEMENT | | | 5,975.60* |
| UNITED STATES POSTAL SERVICE | 3.63 | 419900 | |
| COUNTY TREASURER | | | 3.63* |
| UNITED STATES POSTAL SERVICE | 221.86 | 419900 | |
| PRINTING DEPARTMENT | | | 221.86* |
| OLMSTED-KIRK PAPER | 1,998.65 | 419839 | |
| PURCHASING DEPARTMENT | | | 1,998.65* |
| BEAUMONT ENTERPRISE | 1,265.70 | 419809 | |
| OFFICE DEPOT | 88.89 | 419838 | |
| PORT ARTHUR NEWS, INC. | 967.16 | 419844 | |
| UNITED STATES POSTAL SERVICE | 4.91 | 419900 | |
| GENERAL SERVICES | | | 2,326.66* |
| GUARDIAN FORCE | 36.00 | 419774 | |
| CASH ADVANCE ACCOUNT | 25.00 | 419825 | |
| SPINDLETOP MHMR | 32,990.75 | 419827 | |
| TEXAS WORKFORCE COMMISSION | 10,479.54 | 419864 | |
| MCGRIFF, SEIBELS & WILLIAMS OF TX | 5,174.00 | 419914 | |
| MICHAEL "SHANE" SINEGAL | 32.00 | 419942 | |
| SUPERIOR PRESS | 233.90 | 419953 | |
| DYNAMEX INC | 390.94 | 419977 | |
| DATA PROCESSING | | | 49,362.13* |
| GUARDIAN FORCE | 5.00 | 419774 | |
| SOUTHERN COMPUTER WAREHOUSE | 537.74 | 419787 | |
| OFFICE DEPOT | 395.20 | 419838 | |
| VOTERS REGISTRATION DEPT | | | 937.94* |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|------------------------------------|----------|-----------|-----------|
| UNITED STATES POSTAL SERVICE | 248.98 | 419900 | 248.98* |
| ELECTIONS DEPARTMENT | | | |
| ULINE SHIPPING SUPPLY SPECIALI | 100.34 | 419867 | |
| UNITED STATES POSTAL SERVICE | 49.35 | 419900 | |
| SIERRA SPRING WATER CO. - BT | 36.86 | 419903 | |
| BAY TECH LABEL, INC. | 75.72 | 419912 | |
| DISTRICT ATTORNEY | | | 262.27* |
| CASH ADVANCE ACCOUNT | 361.62 | 419825 | |
| TEXAS DISTRICT & COUNTY ATTY ASSN. | 60.00 | 419863 | |
| UNITED STATES POSTAL SERVICE | 178.45 | 419900 | |
| MARCELO MOLFINO | 97.41 | 420007 | |
| DISTRICT CLERK | | | 697.48* |
| MAVERICK COMMUNICATIONS, INC. | 446.56 | 419830 | |
| OFFICE DEPOT | 514.29 | 419838 | |
| UNITED STATES POSTAL SERVICE | 450.17 | 419900 | |
| CRIMINAL DISTRICT COURT | | | 1,411.02* |
| RENE MULHOLLAND | 620.80 | 419868 | |
| CHARLES ROJAS | 800.00 | 419883 | |
| JOHN D WEST | 600.00 | 419886 | |
| UNITED STATES POSTAL SERVICE | 21.84 | 419900 | |
| LANGSTON ADAMS | 800.00 | 419911 | |
| JAMES R. MAKIN, P.C. | 1,537.50 | 419958 | |
| 60TH DISTRICT COURT | | | 4,380.14* |
| UNITED STATES POSTAL SERVICE | 7.07 | 419900 | |
| 136TH DISTRICT COURT | | | 7.07* |
| UNITED STATES POSTAL SERVICE | .40 | 419900 | |
| 172ND DISTRICT COURT | | | .40* |
| LEXIS-NEXIS | 56.00 | 419902 | |
| 252ND DISTRICT COURT | | | 56.00* |
| DAVID GROVE | 1,342.50 | 419780 | |
| DOUGLAS M. BARLOW, ATTORNEY AT LAW | 2,306.25 | 419791 | |
| LEAH HAYES | 72.75 | 419818 | |
| TEXAS CENTER FOR JUDICIARY | 160.00 | 419862 | |
| MSC SYSTEMS | 87.50 | 419875 | |
| KEVIN S. LAINE | 800.00 | 419877 | |
| UNITED STATES POSTAL SERVICE | 318.29 | 419900 | |
| JAMES R. MAKIN, P.C. | 2,181.66 | 419958 | |
| 279TH DISTRICT COURT | | | 7,268.95* |
| DAVID GROVE | 75.00 | 419780 | |
| PHILLIP DOWDEN | 325.00 | 419786 | |
| UNITED STATES POSTAL SERVICE | .40 | 419900 | |
| JOEL WEBB VAZQUEZ | 325.00 | 419920 | |
| DANE DENNISON | 75.00 | 419983 | |
| 317TH DISTRICT COURT | | | 800.40* |
| GAYLYN COOPER | 500.00 | 419775 | |
| PHILLIP DOWDEN | 75.00 | 419786 | |
| THOMAS J. BURBANK, P.C. | 650.00 | 419794 | |
| LAIRON DOWDEN, JR. | 1,050.00 | 419805 | |
| JIMMY D. HAMM | 950.00 | 419817 | |
| TERRENCE HOLMES | 550.00 | 419820 | |
| ANITA F. PROVO | 1,400.00 | 419845 | |
| BRACK JONES JR. | 325.00 | 419876 | |
| CHARLES ROJAS | 400.00 | 419883 | |

NAME

AMOUNT

CHECK NO.

TOTAL

| | | | |
|---|-------------------------|----------------------------|------------|
| UNITED STATES POSTAL SERVICE | .47 | 419900 | |
| GLEN M. CROCKER | 225.00 | 419906 | |
| LANGSTON ADAMS | 650.00 | 419911 | |
| JOEL WEBB VAZQUEZ | 475.00 | 419920 | |
| JUDY PAASCH | 2,323.90 | 419924 | |
| THE PARKER LAW FIRM | 725.00 | 419948 | |
| JONATHAN L. STOVALL | 75.00 | 419957 | |
| WILLIAM FORD DISHMAN | 75.00 | 419976 | |
| MATUSKA LAW FIRM | 150.00 | 419981 | |
| TARA SHELANDER | 500.00 | 419982 | |
| MELANIE AIREY | 75.00 | 419988 | |
| ALAN D MCLEMORE | 500.00 | 419989 | |
| LAW OFFICE OF J SCOTT FREDERICK | 75.00 | 419990 | |
| ASHLEY CEDILLO | 75.00 | 420004 | |
| | | | 11,824.37* |
| JUSTICE COURT-PCT 1 PL 1 | | | |
| UNITED STATES POSTAL SERVICE | 25.85 | 419900 | 25.85* |
| JUSTICE COURT-PCT 1 PL 2 | | | |
| UNITED STATES POSTAL SERVICE | 288.22 | 419900 | 288.22* |
| JUSTICE COURT-PCT 2 | | | |
| THOMSON REUTERS-WEST | 113.00 | 419972 | 113.00* |
| JUSTICE COURT-PCT 4 | | | |
| AT&T DEPARTMENT OF INFORMATION RESOURCES | 75.26 .11 | 419856 419885 | 75.37* |
| JUSTICE COURT-PCT 6 | | | |
| UNITED STATES POSTAL SERVICE | 26.87 | 419900 | 26.87* |
| JUSTICE COURT-PCT 7 | | | |
| SOUTHERN COMPUTER WAREHOUSE PORT ARTHUR NEWS, INC. | 671.64 139.75 .42 | 419787 419844 419885 | 811.81* |
| DEPARTMENT OF INFORMATION RESOURCES | | | |
| COUNTY COURT AT LAW NO.1 | | | |
| OFFICE DEPOT UNITED STATES POSTAL SERVICE | 403.60 2.79 | 419838 419900 | |
| SIERRA SPRING WATER CO. - BT | 44.95 | 419904 | 451.34* |
| COUNTY COURT AT LAW NO. 2 | | | |
| CHARLES ROJAS UNITED STATES POSTAL SERVICE | 250.00 6.78 | 419883 419900 | |
| AMY TOMLINSON JANSON ELLIOTT BAILEY | 250.00 250.00 | 419998 420003 | 756.78* |
| COUNTY COURT AT LAW NO. 3 | | | |
| JACK LAWRENCE CHARLES ROJAS | 250.00 250.00 | 419781 419883 | |
| JOHN D WEST UNITED STATES POSTAL SERVICE | 250.00 16.09 | 419886 419900 | |
| LEXIS-NEXIS LANGSTON ADAMS | 55.00 300.00 | 419901 419911 | 1,121.09* |
| COURT MASTER | | | |
| OFFICE DEPOT UNITED STATES POSTAL SERVICE | 173.45 1.66 | 419838 419900 | 175.11* |
| MEDIATION CENTER | | | |
| UNITED STATES POSTAL SERVICE | 4.39 | 419900 | 4.39* |
| SHERIFF'S DEPARTMENT | | | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|-------------------------------------|------------|-----------|-------------|
| JEFFERSON CTY. SHERIFF'S DEPARTMENT | 1,370.00 | 419822 | |
| CASH ADVANCE ACCOUNT | 1,669.43 | 419825 | |
| MOORMAN & ASSOCIATES, INC. | 300.00 | 419834 | |
| DEPARTMENT OF INFORMATION RESOURCES | 1.20 | 419885 | |
| VERIZON WIRELESS | 3,153.19 | 419897 | |
| UNITED STATES POSTAL SERVICE | 1,165.86 | 419900 | |
| BEAUMONT OCCUPATIONAL SERVICE, INC. | 131.80 | 419908 | |
| TEXAS CODE BLUE LLC | 704.00 | 419918 | |
| RITA HURT | 1,100.00 | 419963 | |
| SILSBEE FORD INC | 450.00 | 419978 | |
| LONE STAR UNIFORMS | 749.29 | 419996 | |
| CRIME LABORATORY | | | 10,794.77* |
| FISHER SCIENTIFIC | 178.19 | 419812 | |
| OFFICE DEPOT | 246.75 | 419838 | |
| HENRY SCHEIN, INC. | 398.84 | 419850 | |
| AIRGAS SOUTHWEST | 911.56 | 419939 | |
| CAYMAN CHEMICAL COMPANY | 91.00 | 419950 | |
| JULIE HANNON | 600.00 | 419973 | |
| EXCEL MEDICAL WASTE LLC | 79.80 | 419991 | |
| ATTAINIT | 837.57 | 419997 | |
| JAIL - NO. 2 | | | 3,343.71* |
| AAA LOCK & SAFE | 131.00 | 419771 | |
| GUARDIAN FORCE | 5.00 | 419774 | |
| CITY OF BEAUMONT - WATER DEPT. | 15,732.02 | 419798 | |
| ECOLAB | 399.90 | 419807 | |
| ENTERGY | 1,514.14 | 419815 | |
| HERNANDEZ OFFICE SUPPLY, INC. | 78.50 | 419819 | |
| JACK BROOKS REGIONAL AIRPORT | 181.20 | 419824 | |
| M&D SUPPLY | 24.58 | 419829 | |
| OFFICE DEPOT | 420.73 | 419838 | |
| PETTY CASH - SHERIFF'S OFFICE | 1,171.89 | 419841 | |
| SANITARY SUPPLY, INC. | 760.58 | 419849 | |
| SCOTT EQUIPMENT, INC. | 588.03 | 419851 | |
| AT&T | 1,349.57 | 419856 | |
| SUTHERLAND LUMBER CO. | 130.23 | 419858 | |
| WORTH HYDROCHEM | 327.00 | 419873 | |
| DEPARTMENT OF INFORMATION RESOURCES | 5.73 | 419885 | |
| ATCO INTERNATIONAL | 115.00 | 419898 | |
| LOWE'S HOME CENTERS, INC. | 299.30 | 419909 | |
| TEXAS GAS SERVICE | 604.18 | 419916 | |
| INTERCONTINENTAL JET CORP | 7,824.00 | 419925 | |
| AIRGAS SOUTHWEST | 341.79 | 419939 | |
| FIVE STAR CORRECTIONAL SERVICE | 15,657.59 | 419952 | |
| CONMED INC | 261,359.83 | 419970 | |
| MATERA PAPER COMPANY INC | 1,976.99 | 419971 | |
| THOMSON REUTERS-WEST | 4,589.25 | 419972 | |
| SILSBEE FORD INC | 300.11 | 419978 | |
| LONE STAR UNIFORMS | 762.00 | 419996 | |
| INDUSTRIAL TRANSPORTATION WASTE LLC | 360.00 | 420006 | |
| JUVENILE PROBATION DEPT. | | | 317,010.14* |
| UNITED STATES POSTAL SERVICE | 28.27 | 419900 | |
| HIGGINBOTHAM INSURANCE AGENCY INC | 71.00 | 419986 | |
| JUVENILE DETENTION HOME | | | 99.27* |
| CITY OF BEAUMONT - WATER DEPT. | 2,853.77 | 419798 | |
| GOLD CREST ELECTRIC CO., INC. | 226.86 | 419813 | |
| CENTERPOINT ENERGY RESOURCES CORP | 360.36 | 419926 | |
| CONSTABLE PCT 1 | | | 3,440.99* |
| JEANNE M. RILEY | 70.00 | 419874 | |
| UNITED STATES POSTAL SERVICE | 85.65 | 419900 | |
| SILSBEE FORD INC | 2,473.08 | 419978 | |
| SILSBEE FORD INC | 53,455.90 | 419979 | |
| CONSTABLE-PCT 4 | | | 56,084.63* |

NAME

AMOUNT

CHECK NO.

TOTAL

| | | | |
|-------------------------------------|-----------|--------|------------|
| AT&T | 37.63 | 419856 | 37.63* |
| CONSTABLE-PCT 6 | | | |
| STRATTON HATS | 133.37 | 419857 | |
| TAC - TEXAS ASSN. OF COUNTIES | 430.00 | 419860 | |
| UNITED STATES POSTAL SERVICE | 9.25 | 419900 | |
| COLE INFORMATION SERVICES | 483.95 | 419921 | |
| CONSTABLE PCT. 7 | | | 1,056.57* |
| CASH ADVANCE ACCOUNT | 381.01 | 419825 | |
| KAY ELECTRONICS, INC. | 87.52 | 419826 | |
| OFFICE DEPOT | 189.51 | 419838 | |
| AT&T | 30.56 | 419856 | |
| COUNTY MORGUE | | | 688.60* |
| THE LABICHE ARCHITECTURAL GROUP | 1,500.00 | 419789 | 1,500.00* |
| HEALTH AND WELFARE NO. 1 | | | |
| CITY OF BEAUMONT | 33.30 | 419785 | |
| CALVARY MORTUARY | 1,500.00 | 419795 | |
| CLAYBAR FUNERAL HOME, INC. | 999.00 | 419800 | |
| COMMUNITY FUNERAL CHAPEL, INC. | 1,800.00 | 419802 | |
| ENERGY | 58.22 | 419816 | |
| CASH ADVANCE ACCOUNT | 354.50 | 419825 | |
| PETTY CASH - N C WELFARE | 133.70 | 419842 | |
| AUSTIN CECIL WALKES MD PA | 3,245.08 | 419870 | |
| UNITED STATES POSTAL SERVICE | 67.47 | 419900 | |
| CENTERPOINT ENERGY RESOURCES CORP | 66.42 | 419927 | |
| HEALTH AND WELFARE NO. 2 | | | 8,257.69* |
| AUSTIN CECIL WALKES MD PA | 3,245.08 | 419870 | |
| MCKESSON MEDICAL-SURGICAL INC | 1,390.36 | 419882 | |
| NURSE PRACTITIONER | | | 4,635.44* |
| GEORGE V. ZUZUKIN, M.D. | 1,000.00 | 419783 | |
| SIERRA SPRING WATER CO. - BT | 14.39 | 419905 | |
| ENVIRONMENTAL CONTROL | | | 1,014.39* |
| OFFICE DEPOT | 68.45 | 419838 | |
| AT&T | 53.20 | 419856 | |
| TEXAS FLOODPLAIN MGMT. ASSN. | 45.00 | 419865 | |
| DEPARTMENT OF INFORMATION RESOURCES | .24 | 419885 | |
| INDIGENT MEDICAL SERVICES | | | 166.89* |
| KING'S PHARMACY | 169.38 | 419784 | |
| KING'S PHARMACY MIDCOUNTY | 226.98 | 419961 | |
| KING'S PHARMACY BEAUMONT | 89.98 | 419964 | |
| CARDINAL HEALTH 110 INC | 10,414.98 | 419974 | |
| MAINTENANCE-BEAUMONT | | | 10,901.32* |
| JOHNSTONE SUPPLY | 1,020.53 | 419782 | |
| CERTIFIED LABORATORIES | 1,395.66 | 419797 | |
| CITY OF BEAUMONT - WATER DEPT. | 28.29 | 419798 | |
| CONSOLIDATED ELECTRICAL DIST, INC. | 387.15 | 419803 | |
| W.W. GRAINGER, INC. | 384.00 | 419814 | |
| M&D SUPPLY | 485.44 | 419829 | |
| MCCOWN PAINT & SUPPLY OF TEXAS | 43.99 | 419831 | |
| OFFICE DEPOT | 23.33 | 419838 | |
| RALPH'S INDUSTRIAL ELECTRONICS | 956.74 | 419847 | |
| ACE IMAGEWEAR | 229.66 | 419852 | |
| AT&T | 83.76 | 419856 | |
| MSC SYSTEMS | 1,889.29 | 419875 | |
| DEPARTMENT OF INFORMATION RESOURCES | 5,311.13 | 419885 | |
| ACADIAN HARDWOODS, BEAUMONT | 165.12 | 419910 | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|--|---|--|--------------|
| FIRETROL PROTECTION SYSTEMS, INC. | 3,160.00 | 419941 | |
| A1 FILTER SERVICE COMPANY | 732.70 | 419962 | |
| MEMBER'S BUILDING MAINTENANCE LLC | 45,275.52 | 419975 | |
| CINTAS CORPORATION | 119.94 | 420005 | |
| MAINTENANCE-PORT ARTHUR | | | 61,692.25* |
| ENTERGY DEPARTMENT OF INFORMATION RESOURCES | 659.51 .17 | 419815 419885 | |
| MAINTENANCE-MID COUNTY | | | 659.68* |
| RITTER @ HOME CENTERPOINT ENERGY RESOURCES CORP | 66.30 73.66 | 419846 419926 | |
| SERVICE CENTER | | | 139.96* |
| ACTION AUTO GLASS SPIDLE & SPIDLE MUNRO'S PHILPOTT MOTORS, INC. | 297.06 6,732.80 39.45 269.33 7.50 7.50 7.50 7.50 7.50 16.75 16.75 16.75 7.50 7.50 596.24 110.11 44.03 521.29 1,500.00 | 419777 419779 419835 419843 419887 419888 419889 419890 419891 419892 419893 419894 419895 419896 419915 419940 419960 419978 420000 | |
| JEFFERSON CTY: TAX OFFICE | | | 10,213.06* |
| JEFFERSON CTY: TAX OFFICE | | | |
| JEFFERSON CTY: TAX OFFICE | | | |
| JEFFERSON CTY: TAX OFFICE | | | |
| JEFFERSON CTY: TAX OFFICE | | | |
| JEFFERSON CTY: TAX OFFICE | | | |
| JEFFERSON CTY: TAX OFFICE | | | |
| JEFFERSON CTY: TAX OFFICE | | | |
| JEFFERSON CTY: TAX OFFICE | | | |
| THE FRONT END SHOP | | | |
| AMERICAN TIRE DISTRIBUTORS | | | |
| MYGHTY OF SOUTHEAST TEXAS | | | |
| SILSBEE FORD INC | | | |
| ALLDATA LLC | | | |
| VETERANS SERVICE | | | |
| UNITED STATES POSTAL SERVICE US POSTAL SERVICE HILARY GUEST | 8.78 147.00 114.26 | 419900 419907 419913 | |
| MOSQUITO CONTROL FUND | | | 270.04* |
| FALCON CREST AVIATION SUPPLY, INC. | | | 587,330.49** |
| JACK BROOKS REGIONAL AIRPORT | 328.83 | 419811 | |
| MUNRO'S | 548.44 | 419824 | |
| CENTERPOINT ENERGY RESOURCES CORP | 157.50 | 419835 | |
| HAWKER BEECHCRAFT CORPORATION | 43.03 | 419926 | |
| TEXAS DEPARTMENT OF AGRICULTURE | 207.00 | 419938 | |
| BREATH ALCOHOL TESTING | 150.00 | 419999 | |
| CASH ADVANCE ACCOUNT ASCLD / LAB, INC. | 856.74 650.00 | 419825 419879 | |
| J.C. FAMILY TREATMENT CT. | | | 1,434.80** |
| BEAUMONT OCCUPATIONAL SERVICE, INC. | 342.70 | 419908 | |
| JUDY PAASCH | 75.41 | 419923 | |
| JUDY PAASCH | 50.00 | 419924 | |
| LAW LIBRARY FUND | | | 468.11** |
| THOMSON REUTERS-WEST | 1,156.96 | 419972 | |
| EMPG GRANT | | | 1,156.96** |
| CASH ADVANCE ACCOUNT SOUTHEAST TEXAS WATER | 2,497.04 90.40 | 419825 419855 | |
| GRANT A STATE AID | | | 2,587.44** |

NAME

AMOUNT

CHECK NO.

TOTAL

| | | | |
|-------------------------------------|-----------|--------|-------------|
| CASH ADVANCE ACCOUNT | 237.25 | 419825 | |
| OFFICE DEPOT | 67.53 | 419838 | |
| BI INCORPORATED | 607.68 | 419884 | |
| YOUTH ADVOCATE PROGRAM | 3,585.81 | 419934 | 4,498.27** |
| COMMUNITY SUPERVISION FND | | | |
| EARNEST D. PERRY | 51.18 | 419778 | |
| MARK M ASTERIS JR. | 215.96 | 419790 | |
| DIANNA L. COLUMBUS | 129.60 | 419801 | |
| CASH ADVANCE ACCOUNT | 1,109.97 | 419825 | |
| OFFICE DEPOT | 1,225.48 | 419838 | |
| SAM HOUSTON STATE UNIVERSITY | 605.00 | 419848 | |
| DEPARTMENT OF INFORMATION RESOURCES | 2.92 | 419885 | |
| UNITED STATES POSTAL SERVICE | 129.96 | 419900 | |
| LOCAL GOVERNMENT SOLUTIONS LP | 6,965.00 | 419937 | |
| JULIA COLYER | 32.40 | 419946 | |
| JCCSC | 135.00 | 419956 | |
| SHALON GULDY | 109.51 | 419969 | |
| EXCEL MEDICAL WASTE LLC | 154.70 | 419991 | |
| TEXAS A&M UNIVERSITY - COMMERCE | 200.00 | 419993 | |
| PCM/TIGER DIRECT | 310.75 | 420001 | |
| JEFF. CO. WOMEN'S CENTER | | | 11,377.43** |
| BELL'S LAUNDRY | 1,132.74 | 419793 | |
| ECOLAB | 82.95 | 419807 | |
| GOLD CREST ELECTRIC CO., INC. | 144.86 | 419813 | |
| JEFFERSON CTY. WOMEN'S CENTER | 133.52 | 419823 | |
| KAY ELECTRONICS, INC. | 110.75 | 419826 | |
| M&D SUPPLY | 170.69 | 419829 | |
| KIM MCKINNEY, LPC, LMFT | 300.00 | 419832 | |
| OFFICE DEPOT | 221.48 | 419838 | |
| AT&T | 131.30 | 419856 | |
| SYSSCO FOOD SERVICES, INC. | 2,006.66 | 419859 | |
| TEXAS WORKFORCE COMMISSION | 1,981.00 | 419864 | |
| BURT WALKER PARTNERS, LTD | 4,500.00 | 419869 | |
| DEPARTMENT OF INFORMATION RESOURCES | .87 | 419885 | |
| BEN E KEITH FOODS | 1,151.03 | 419917 | |
| MELODY C ANTOON RN | 630.00 | 419931 | |
| MATERA PAPER COMPANY INC | 135.68 | 419971 | |
| SILSBEY FORD INC | 26,523.20 | 419978 | |
| GLOBAL TEL*LINK CORP | 1,000.00 | 419985 | |
| HIGGINBOTHAM INSURANCE AGENCY INC | 2,161.00 | 419987 | |
| EXCEL MEDICAL WASTE LLC | 39.90 | 419991 | |
| COMMUNITY CORRECTIONS PRG | | | 42,557.63** |
| M&D SUPPLY | 188.50 | 419829 | 188.50** |
| DRUG INTERVENTION COURT | | | |
| LAND MANOR, INC. | 592.00 | 419880 | |
| REDWOOD TOXICOLOGY LABORATORY | 15,151.25 | 419932 | 15,743.25** |
| REGIONAL COMM. SAVNS | | | |
| DEPARTMENT OF INFORMATION RESOURCES | 533.28 | 419885 | 533.28** |
| COUNTY RECORDS MANAGEMENT | | | |
| SOUTHERN COMPUTER WAREHOUSE | 120.48 | 419787 | |
| UNITED STATES POSTAL SERVICE | .40 | 419900 | |
| HOTEL OCCUPANCY TAX FUND | | | 120.88** |
| ELLIS POTTERY | 75.00 | 419808 | |
| ENTERGY | 1,142.43 | 419815 | |
| CASH ADVANCE ACCOUNT | 59.00 | 419825 | |
| MUNRO'S | 122.25 | 419835 | |
| TIME WARNER COMMUNICATIONS | 110.53 | 419861 | |
| WILDSEED FARMS | 217.25 | 419872 | |
| DEPARTMENT OF INFORMATION RESOURCES | 11.24 | 419885 | |

| NAME | AMOUNT | CHECK NO. | |
|--------------------------------------|--------------|-----------|----------------|
| CINTAS CORPORATION | 91.07 | 420005 | 1,828.77** |
| CAPITAL PROJECTS FUND | | | |
| LJA ENGINEERING INC | 1,427.80 | 419965 | 1,427.80** |
| AIRPORT FUND | | | |
| DEPARTMENT OF INFORMATION RESOURCES | | | |
| CENTERPOINT ENERGY RESOURCES CORP | 237.26 | 419885 | |
| | 237.00 | 419926 | 237.26** |
| AIRPORT IMPROVE. GRANTS | | | |
| GARVER LLC | 6,945.00 | 419951 | 6,945.00** |
| SE TX EMP. BENEFIT POOL | | | |
| GROUP ADMINISTRATIVE CONCEPTS INC | 788.00 | 419954 | |
| GROUP ADMINISTRATIVE CONCEPTS INC | 111,784.51 | 419955 | 112,572.51** |
| SETEC FUND | | | |
| CARRIER CORPORATION | 975.00 | 419773 | |
| APAC, INC. - TROTTI & THOMSON | 2,457.52 | 419788 | |
| B.C. MILLER ELECTRIC, INC. | 1,412.00 | 419833 | |
| MCKESSON MEDICAL-SURGICAL INC | 1,276.00 | 419881 | |
| INDUSTRIAL & COMMERCIAL MECHANICAL | 1,652.00 | 419966 | 7,772.52** |
| LIABILITY CLAIMS ACCOUNT | | | |
| CALVERT EAVES CLARKE & STELLY LLP | 547.68 | 419995 | 547.68** |
| WORKER'S COMPENSATION FD | | | |
| TRISTAR RISK MANAGEMENT | 23,958.63 | 419928 | 23,958.63** |
| PAYROLL FUND | | | |
| JEFFERSON CTY. - FLEXIBLE SPENDING | 14,386.00 | 419744 | |
| CLEAT | 324.00 | 419745 | |
| JEFFERSON CTY. TREASURER | 18,844.97 | 419746 | |
| RON STADTMUELLER - CHAPTER 13 | 932.50 | 419747 | |
| INTERNAL REVENUE SERVICE | 475.00 | 419748 | |
| JEFFERSON CTY. ASSN. OF D.S. & C.O. | 5,060.00 | 419749 | |
| JEFFERSON CTY. COMMUNITY SUP. | 10,249.68 | 419750 | |
| JEFFERSON CTY. TREASURER - HEALTH | 456,501.20 | 419751 | |
| JEFFERSON CTY. TREASURER - GENERAL | 35.00 | 419752 | |
| JEFFERSON CTY. TREASURER - PAYROLL | 1,592,313.99 | 419753 | |
| JEFFERSON CTY. TREASURER - PAYROLL | 651,630.40 | 419754 | |
| MONY/MLOA | 198.74 | 419755 | |
| POLICE & FIRE FIGHTERS' ASSOCIATION | 3,115.71 | 419756 | |
| UNITED WAY OF BEAUMONT & N JEFFERSON | 55.31 | 419757 | |
| JEFFERSON CTY. TREASURER - TCDRS | 627,442.89 | 419758 | |
| OPPENHEIMER FUNDS DISTRIBUTOR, INC | 1,906.65 | 419759 | |
| JEFFERSON COUNTY TREASURER | 2,542.12 | 419760 | |
| JEFFERSON COUNTY - TREASURER - | 6,648.89 | 419761 | |
| NECHES FEDERAL CREDIT UNION | 60,397.29 | 419762 | |
| JEFFERSON COUNTY - NATIONWIDE | 116,310.34 | 419763 | |
| TENNESSEE CHILD SUPPORT | 115.38 | 419764 | |
| SBA - U S DEPARTMENT OF TREASURY | 168.49 | 419765 | |
| CALIFORNIA STATE DISBURSEMENT UNIT | 117.23 | 419766 | |
| WILLIAM E HEITKAMP | 748.86 | 419767 | |
| JOHN TALTON | 1,560.77 | 419768 | |
| IL DEPT OF HEALTCARD AND FAMILY SER | 49.85 | 419769 | |
| UNITED STATES TREASURY | 2,442.46 | 419770 | 3,574,573.72** |
| GUARDIANSHIP FEE | | | |
| GRACE NICHOLS | 600.00 | 419943 | 600.00** |
| MARINE DIVISION | | | |
| JACK BROOKS REGIONAL AIRPORT | 171.00 | 419824 | |

PGM: GMCOMMV2

DATE
04-25-2016PAGE: 10
189

NAME

AMOUNT

CHECK NO.

TOTAL

DEPARTMENT OF INFORMATION RESOURCES
VERIZON WIRELESS202.24
341.91419885
419897

715.15**

GLO IKE ROUND 2

APOLLO ENVIRONMENTAL STRATEGIES INC

163,658.70

419776

163,658.70**
4,579,699.53***

**AGENDA ITEM****April 25, 2016**

Receive and file executed Addendum to the OCI N.V. Abatement Agreement executed January 11, 2014.

ADDENDUM TO THE OCI N.V. ABATEMENT AGREEMENT
FOR PHASE 1 FOR PROPERTY LOCATED IN
THE OCI REINVESTMENT ZONE

1. Jefferson County, Texas ("County") and OCI N.V. ("Owner"), (together, the "Parties") entered into a Tax Abatement Agreement ("Agreement") on January 11, 2014 with respect to the abatement of certain *ad valorem* property taxes on a new chemical plant facility to be constructed by OWNER's affiliate Natgasoline LLC ("Natgasoline") in the OCI Reinvestment Zone (the "Project").
2. Natagsoline is the owner of record in County's real property records of the real property on which Project is being constructed, and the owner of the improvements to the real property that constitute the Project and this addendum is sought to clarify the real interests and obligations outlined in the abatement agreement; and,
3. It was and continues to be the intent of the Parties that the all of the rights, duties and obligations granted or imposed by the Agreement with respect to the tax abatement reside with and are the property of the owner of the Project.
4. The Parties, together with Natgasoline, enter into this Addendum to the Agreement reforming the Agreement to clarify that the Agreement is between County and Natgasoline, and that Natgasoline is bound all of the rights, duties and obligations granted or imposed by the Agreement.

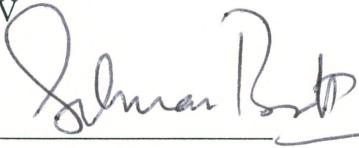
ENTERED INTO THIS 4th day of APRIL, 2016.

FOR THE COUNTY



John R. Powell

FOR OCI NV



Salman R. Bokhary

FOR NATGASOLINE



Brian L. Bokhary



PROCLAMATION

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 25th day of April, 2016, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Proclamation was adopted:

May as Elder Abuse Prevention Awareness Month

WHEREAS, People who are elderly or who have disabilities have contributed to the general welfare of Jefferson County by helping to preserve customs, convictions, and traditions of many people from diverse backgrounds; and

WHEREAS, these residents are vital and integral members of our society and their wisdom and experience have enriched our lives; and

WHEREAS, abuse of the elderly and people with disabilities in domestic and institutional settings is a widespread problem, affecting hundreds of thousands of people across the country; and

WHEREAS, Texas APS In-Home Workers statewide completed 78,180 investigations of which 43,759 cases of Abuse, Neglect and/or Exploitation were confirmed against our elderly Texans or those with disabilities in 2015; and

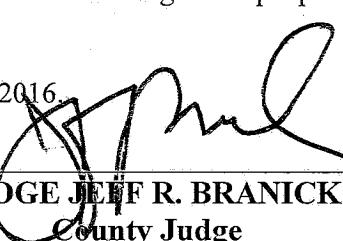
WHEREAS, elder abuse is grossly underreported because the elderly, who are being abused, find it very difficult to tell anyone and are usually ashamed and sometimes afraid; and

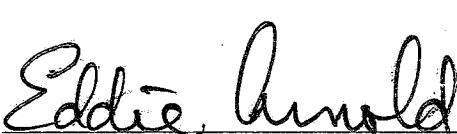
WHEREAS, elder abuse happens to men and women of all income levels, all cultural and ethnic groups, whether they are in good health or incapacitated in some way, in poor neighborhoods and in suburbia; and

WHEREAS, many of the cases investigated by Adult Protective Services in Texas involve self-neglect and it is our duty as citizens to reach out to people in need.

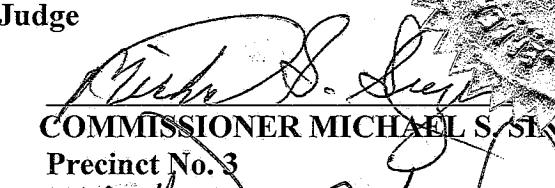
NOW, THEREFORE, the Commissioners' Court of Jefferson County does hereby proclaim May, 2016 as Elder Abuse Prevention Month in Jefferson County, Texas and we urge all citizens to recognize the presence of elder abuse and work together to help reduce such abuse and neglect of people who are elderly or who have disabilities.

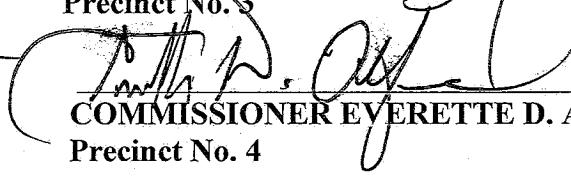
Signed this 25th day of April, 2016.


JUDGE JEFF R. BRANICK
County Judge


EDDIE ARNOLD
COMMISSIONER EDDIE ARNOLD
Precinct No. 1


BRENT A. WEAVER
COMMISSIONER BRENT A. WEAVER
Precinct No. 2


MICHAEL S. SIZEMORE
COMMISSIONER MICHAEL S. SIZEMORE
Precinct No. 3


EVERETTE D. ALFRED
COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



PROCLAMATION

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 25th day of April, 2016, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Proclamation was adopted:

OLDER AMERICANS MONTH

WHEREAS, May is Older Americans Month; and

WHEREAS, the older adults in Jefferson County are the roots from which our community grows, who bestow gifts of wisdom and insight upon younger generations, and strengthen the bonds between neighbors to create a better place to live; and,

WHEREAS, the older adults in Jefferson County should be commended for their role in creating and bolstering the fiber of our community and nation; and,

WHEREAS, we wish to join together to extend assistance to the older adults of Jefferson County by increasing their opportunities to remain in their communities as active and engaged citizens; and,

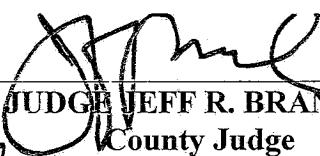
WHEREAS, "Older Americans Month" is sponsored by Nutrition and Services for Seniors, a non-profit agency dedicated to providing innovative, effective programs that assist older adults in leading quality lives while maintaining dignity and independence.

WHEREAS, the purpose of this initiative is to publicly recognize their contributions to the diversity, strength, and unity of our community and to identify ways to make their lives comfortable and respectable; and,

WHEREAS, to honor those who have significantly contributed to our community – economically, socially, culturally or otherwise improving the quality of life in Jefferson County, Nutrition and Services for Seniors is hosting the fourth annual "***Deliver the Difference benefiting Meals on Wheels***" to honor Mayor Evelyn Lord, Willie Burford and Edgar "Sonny" Perkins on May 5, 2016.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County does hereby proclaim May 2016 as: "OLDER AMERICANS MONTH" in Jefferson County.

Signed this 25th day of April, 2016.


JUDGE JEFF R. BRANICK
County Judge


EDDIE ARNOLD
COMMISSIONER EDDIE ARNOLD

Precinct No. 1


BRENT A. WEAVER
COMMISSIONER BRENT A. WEAVER

Precinct No. 2


MICHAEL S. SINEGAL
COMMISSIONER MICHAEL S. SINEGAL

Precinct No. 3


EVERETTE D. ALFRED
COMMISSIONER EVERETTE D. ALFRED

Precinct No. 4



PROCLAMATION

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 25th day of April, 2016, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Proclamation was adopted:

MENTAL HEALTH AWARENESS MONTH-2016

WHEREAS, mental health is essential to everyone's overall health and well-being; and

WHEREAS, all Americans experience times of difficulty and stress in their lives; and

WHEREAS, prevention is an effective way to reduce the burden of mental health conditions; and

WHEREAS, there is a strong body of research that supports specific tools that all Americans can use to better handle challenges, and protect their health and well-being; and

WHEREAS, mental health conditions are real and prevalent in our nation; and

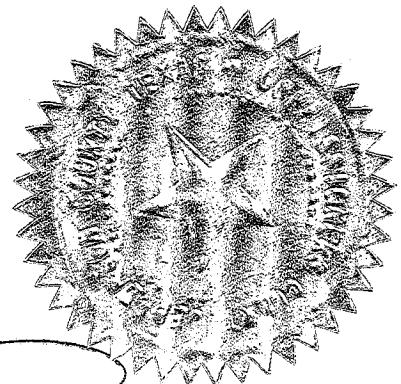
WHEREAS, with effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts; and

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County recognizes **May 2016 as National Mental Health Awareness Month** and we call upon all citizens of Jefferson County to observe this month with appropriate programs and activities to support mental health recovery.

Signed this 25th day of April, 2016.

JUDGE JEFF R. BRANICK
County Judge



Eddie Arnold
COMMISSIONER EDDIE ARNOLD
Precinct No. 1

Brent A. Weaver
COMMISSIONER BRENT A. WEAVER
Precinct No. 2

Michael S. Sinegal
COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

Everette D. Alfred
COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



Resolution

STATE OF TEXAS
§
COUNTY OF JEFFERSON

COMMISSIONERS' COURT
§
OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 25th day of April, 2016, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following RESOLUTION was adopted:

JUROR APPRECIATION WEEK

WHEREAS, the right to a trial by jury is one of the core values of American citizenship; and

WHEREAS, the obligation and privilege to serve as a juror are as fundamental to our democracy as the right to vote; and

WHEREAS, our courts depend upon citizens to serve as jurors; and

WHEREAS, service by citizens as jurors is indispensable to the judicial system; and

WHEREAS, all citizens should be encouraged to respond when summoned for jury service; and

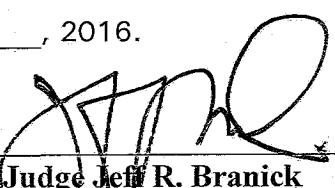
WHEREAS, a continuing and imperative goal for the courts, the bar, and the broader community is to ensure that jury selection and jury service are fair, effective, and not unduly burdensome on anyone; and

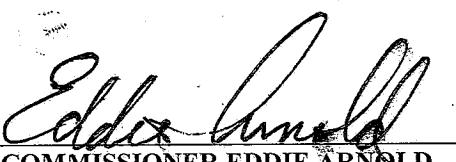
WHEREAS, one of the most significant actions a court system can take is to show appreciation for the jury system and for the approximately 15,000 citizens who annually give their time and talents to serve on Jefferson County juries; and

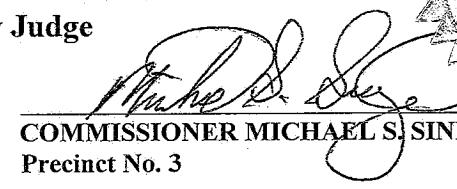
WHEREAS, Jefferson County and its courts are committed to the following goals: educating the public about jury duty and the importance of jury service; applauding the efforts of jurors who fulfill their civic duty; ensuring that the responsibility of jury service is shared fairly by supporting employees who are called upon to serve as jurors; ensuring that the responsibility of jury service is shared fairly among citizens and that a fair cross section of the community is called for jury service; ensuring that all jurors are treated with respect and that their service is not unduly burdensome; providing jurors with tools that will assist their decision making; and continuing to improve the jury system by encouraging productive dialogue between jurors and court officials.

NOW, THEREFORE, BE IT RESOLVED that the week of May 2 – 6, 2016 be designated "**Juror Appreciation Week**" in Jefferson County which shall include various activities in pursuit of the above goals.

SIGNED this 25th day of April, 2016.


Judge Jeff R. Branick
County Judge


EDDIE ARNOLD
COMMISSIONER EDDIE ARNOLD
Precinct No. 1


MICHAEL S. SINEGAL
COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


BRENT A. WEAVER
COMMISSIONER BRENT A. WEAVER
Precinct No. 2


EVERETTE D. ALFRED
COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

VICINITY MAP
N.T.S.

U. S. Naval Survey
Abstract No. 619

Scale: 1 mile

MINOR PLAT
of REYNOLDS FARM
TRACTS 1, 2, & 3
being
17.154 ACRES
OUT OF
131 135 ACRES

Fitz & Shipman
INC.
Counting Engineers and Land Surveyors
1405 COPPERFIELD COURT • EASTBROOK, TEXAS
(409) 932-7230

JOB # 16003.001



ACE WESTCHESTER

Aircraft

DATE: March 4, 2016

AIRCRAFT INSURANCE QUOTATION
 With
WESTCHESTER FIRE INSURANCE COMPANY
 (AA- S&P, A++ XV Best)

In accordance with your request, we are pleased to provide the following **REVISED** quotation:

Please read this quotation carefully, as the limits, coverage and other terms and conditions may vary significantly from those requested in your submission and/or from the expiring policy. Terms and conditions that are not specifically mentioned in this quotation are not included. The terms and conditions of this quotation supersede the submitted insurance specifications and all prior quotations and binders. Actual coverage will be provided by and in accordance with the policy as issued.

The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is reflected in the policy or in an agreement signed by someone authorized to bind the insurer.

This quotation has been constructed in reliance on the data provided in the submission. A material change or misrepresentation of that data voids this quotation.

The U.S. Foreign Account Tax Compliance Act, commonly known as "FATCA", became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates, such as Forms W-8 or W-9, from insurance companies. For information on how to obtain the applicable withholding certificate from ACE U.S. insurance companies, please go to <http://www.acegroup.com/us-en/assets/www.acegroup.com-w-9.pdf>.

NAMED INSURED: Jefferson County

NAMED INSURED'S

ADDRESS: 215 Franklin Street, Suite 202, Beaumont, Texas 77701

BUSINESS OF

NAMED INSURED: County Government

PERIOD: From: April 24, 2016 To: April 24, 2017
 both days at 12.01 a.m. Local Time at the address of the Named Insured.

LIABILITY COVERAGES: The Liability Coverages, Limits of Liability and Liability Premiums applicable to each insured aircraft are as shown under the Aircraft Liability Section of the Schedule of Insured Aircraft.

The liability coverage codes have the following meanings:

- A Bodily Injury Excluding Passengers
- B Property Damage
- C Passenger Bodily Injury
- D Single Limit Bodily Injury (excluding Passengers) and Property Damage

HULL COVERAGES: The hull coverage, Amount of Insurance, deductibles, premium and financial interest applicable to each insured aircraft are shown under the Aircraft Hull Section of the Schedule of Insured Aircraft.

The aircraft hull coverage codes have the following meanings:

- F In Motion and not In Motion coverage.
- G Not In Motion coverage only.
- H Not In Flight coverage only.

PURPOSE OF USE: All uses required by the "Named Insured", including Aerial Application but excluding any use for which the "Named Insured" or "Anyone" "We" insure expects to, or does, receive "Compensation".

PILOTS: The pilots who may fly the Aircraft are as listed below, provided that those pilots have all of the qualifications as shown and provided also that all pilots are properly certificated, rated and qualified under the current F.A.A. regulations which apply to the operation of the Aircraft.

Any pilot approved by the Named Insured's chief pilot or by his or her designee.

LOCATION OF THE AIRCRAFT: The aircraft are regularly based at Jack Brooks Regional Airport (FAA I.D.: BPT), Beaumont/Port Arthur, Texas and are either hangared or tied down.

TERRITORY: While the Aircraft are anywhere in the world.

| SCHEDULE OF INSURED AIRCRAFT: | F.A.A. | | Make and Model | Aircraft Type | Engine and HP | Total Seats Incl. Crew |
|--------------------------------------|--------|----------------|----------------|--------------------|---------------|------------------------|
| | Number | Year | | | | |
| N21673 | 1974 | Cessna 188B | L | Continental 10-520 | 1 | |
| N82886 | 1973 | Cessna 188B | L | Continental 10-520 | 1 | |
| NS41MC | 1965 | Beech 65-A90-1 | L | PT-6-21 | 1 | |

APPLICABLE LIABILITY COVERAGES, LIMITS OF LIABILITY AND PREMIUMS.

| F.A.A. | Each Occurrence | | Each Passenger | Med. Pay | Liability Premium |
|--------|-----------------|-------------|----------------|-------------|-------------------|
| | Number | Coverage | Limit | sub-Limit | |
| N21673 | D | \$1,000,000 | Not Applicable | Not Insured | \$3,550 |
| N82886 | D | \$1,000,000 | Not Applicable | Not Insured | \$3,550 |
| NS41MC | D | \$1,000,000 | Not Applicable | Not Insured | \$2,900 |

DESCRIPTION OF AIRCRAFT, HULL COVERAGES AND HULL DEDUCTIBLES

DEDUCTIBLES

| F.A.A. | Amount of Insurance | | Not | | Hull | |
|--------|---------------------|----------|-----------|-----------|-----------|-----------|
| | Number | Coverage | Insurance | In Motion | In Motion | Ingestion |
| N21673 | No | Aircraft | Physical | Damage | Coverage | Hereunder |
| N82886 | No | Aircraft | Physical | Damage | Coverage | Hereunder |
| NS41MC | No | Aircraft | Physical | Damage | Coverage | Hereunder |

PREMIUM:

| | <u>HULLS</u> | <u>LIABILITIES</u> |
|-----------------------|----------------|---------------------|
| Basic Premium: | Not Purchased | \$10,000 > \$12,000 |
| Additional Coverages: | None Purchased | \$2,000 |
| War Premium: | | \$1,200 |
| TRIA Premium: | | \$1,200 |
| War/TRIA Combined | | \$1,500 |

CONDITIONS: Policy form: AC 101 (07-07) and AC 102 (11-98) which includes, inter alia, the following exclusion clauses:

War and Other Perils Exclusion Clause;
Noise, Pollution and Other Perils Exclusion Clause;

| | | |
|----------------------------|-------------------|--|
| CONDITIONS: [CONTINUED] | 30 | Days notice of cancellation, non-renewal or reduction in coverage by Insurer, but |
| | 10 | days notice for non-payment of premium. or as amended by endorsement |
| | AC 103 (11-98) | Pilots Who May Fly The Aircraft <i>Any pilot approved by the Named Insured's chief pilot or by his or her designee.</i> |
| | AC 110 (11-98) | War, Hi-jacking and Other Perils Exclusion Clause (Aviation) |
| | AC 112 (02-08) | Extended Coverage Endorsement (Aviation Liabilities) <i>Agg Limit: \$1,000,000</i> |
| | AC 118 (11-98) | Experimental /Restricted Category Aircraft Endorsement |
| | AC 127 (11-98) | Limited Enhanced Coverage Endorsement <i>Addl Prem: \$Included</i> |
| | AC 159 (11-98) | Nuclear Risk Exclusion Clause |
| | AC 161 (11-98) | Date Recognition Exclusion Endorsement |
| | AC 165 (01-15) | Amendment To Include Coverage For Certified Acts of Terrorism; Cap On Losses From Certified Acts of Terrorism |
| | AC 168 (11-03) | Pollution Endorsement |
| | AC 170 (01-15) | Limited Terrorism Coverage Endorsement |
| | AC 182 (02-05) | Chemical Application Endorsement <i>Other Approved Abatement: Insect Abatement</i> <i>BI/PD Occurrence limit: \$300,000</i> <i>Addl Prem: \$2,000 [Included in Additional Coverages in PREMIUM section]</i> <i>Annual Aggregate Limit: \$1,000,000</i> |
| | AC 183 (02-05) | Public Use Category Endorsement |
| | AC 185 (02-05) | Emergency Landing Endorsement |
| | AC 187 (02-05) | Notice Of Claim Endorsement |
| | ALL-21101 (11-06) | Trade or Economic Sanctions Endorsement |
| | AC TX (11-99) | Texas Changes - Cancellation and Nonrenewal |
| | 9001-TX (11-99) | Texas Changes - Duties |
| | 9002-TX (11-99) | Texas Changes - Conditions Requiring Notice |
| | ALL-4Y30f(06-15) | Texas Notice - Information and Complaints |

Please note that you do not have authority to bind the above insurance. Please contact us if you wish to bind this insurance.
We look forward to receiving your instructions and thank you for your inquiry

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE



You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance Coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury- in consultation with the Secretary of Homeland Security, and the Attorney General of the United States- to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHTAFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND, DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

I hereby elect to purchase terrorism coverage for a prospective premium of \$1,200

I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant's Signature

WESTCHESTER FIRE INSURANCE COMPANY

Insurance Company

Jefferson County

Print Name

To be advised when policy purchased

Policy Number

Date

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Special, April 25, 2016

There being no further business to come before the Court at this time,
same is now here adjourned on this date, April 25, 2016