

REGULAR, 6/9/2020 10:30:00 AM

BE IT REMEMBERED that on June 09, 2020, there was begun and holden a REGULAR 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 Zena Stephens, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
June 09, 2020

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
 June 09, 2020**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **09th** day of **June 2020** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Regular** 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:

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting. The following options are available: View live with audio from the County Webpage: https://co.jefferson.tx.us/comm_crt/commlink.htm Listen to audio by calling 571-748-4021 PIN # 623-6974#. The court will also have a question and answer session at the end of the meeting. If you would like to ask any questions of the Court, please be on the phone call. The Court will give a question and answer session at the end of the meeting as time allows. You will be called upon by your last 4 digits of your phone number. If you do not have any questions, you can pass. Please be mindful that the audio portion of this meeting will be of better quality from the website.

9:30 a.m.- Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.0725 to deliberate business and financial issues relating to a contract being negotiated for economic development and real property, that deliberation in open meeting would have a detrimental effect on the Commissioners Court in negotiations with a third person.

10:00 a.m.- Announcement of an executive (closed) session pursuant to Texas Government Code Section §

Notice of Meeting and Agenda and Minutes
June 09, 2020

551.072 and 551.0725 regarding deliberations about real property and economic development, that deliberation in open meeting would have a detrimental effect on the Commissioners Court in negotiations with a third person.

11:00 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.071 to consult with our attorney regarding pending and contemplated litigation.

11:30 a.m.- Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.072 and 551.0725 regarding deliberations about real property and economic development, that deliberation in open meeting would have a detrimental effect on the Commissioners Court in negotiations with a third person.

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

PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One

PURCHASING:

1. Receive and file bids for Invitation for Bid (IFB 20-019/JW) Radar Systems for Jefferson County Sheriff's Office/Marine Safety Patrol.

SEE ATTACHMENTS ON PAGES 11 - 182

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

2. Consider and approve a contract renewal for (IFB 17-016/YS), Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County for a third one (1) year renewal with Advantage Interests, Inc. from June 16, 2020 to June 15, 2021.

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

3. Consider and approve, execute, receive and file a contract renewal for (IFB 19-021/YS), Term Contract for Pest Control Services for Jefferson County for a first one (1) year renewal with Aattaboy Termite and Pest Control, Inc. from June 16, 2020 to June 15, 2021.

SEE ATTACHMENTS ON PAGES 183 - 183

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY AIRPORT:

4. Consider, possibly approve and authorize the County Judge to execute a Settlement Agreement and Release for Property Damage between Jefferson County and Joseph Enriquez for property damage incurred at the Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 184 - 185

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY AUDITOR:

5. Consider and approve budget transfer – Service Center – additional cost for small tool replacements.

120-8095-417-3084	MINOR EQUIPMENT	\$2,000.00	
120-8095-417-6007	AUTOMOBILES		\$2,000.00

SEE ATTACHMENTS ON PAGES 186 - 186

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

6. Consider and approve budget amendment - replacement of portable and mobile radio for new system.

111-0105-431-3084	MINOR EQUIPMENT	\$40,860.00	
112-0205-431-3084	MINOR EQUIPMENT	\$51,864.00	
113-0305-431-3084	MINOR EQUIPMENT	\$51,722.00	
120-2030-412-3084	MINOR EQUIPMENT	\$34,992.00	
120-3059-421-3084	MINOR EQUIPMENT	\$384,586.00	
114-0405-431-3084	MINOR EQUIPMENT	\$52,148.00	
120-3065-425-3084	MINOR EQUIPMENT	\$27,202.00	
120-3066-425-3084	MINOR EQUIPMENT	\$23,321.00	
120-3068-425-3084	MINOR EQUIPMENT	\$19,432.00	
120-3070-425-3084	MINOR EQUIPMENT	\$23,321.00	
120-3071-425-3084	MINOR EQUIPMENT	\$23,325.00	

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120-3072-425-3084	MINOR EQUIPMENT	\$23,321.00	
124-5081-448-3084	MINOR EQUIPMENT	\$49,006.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$405,100.00
110-2027-412-5055	PETIT JURORS		\$200,000.00
120-3059-421-1043	DEPUTIES		\$100,000.00
120-3059-421-2003	EMPLOYEES' INSURANCE		\$100,000.00

SEE ATTACHMENTS ON PAGES 187 - 192

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

7. Consider and approve budget amendment - Indigent Health - additional cost for extra help.

120-5079-442-1005	EXTRA HELP	\$55,500.00	
120-5074-441-1004	SUPERVISOR		\$51,087.00
120-5074-441-1001	DEPARTMENT HEAD		\$4,413.00

SEE ATTACHMENTS ON PAGES 193 - 193

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

8. Consider and approve budget transfer – Constable Pct.7 – additional cost for replacement base radio.

120-3071-425-3084	MINOR EQUIPMENT	\$3,800.00	
120-3071-425-1098	OVERTIME ALLOWANCE		\$3,800.00

SEE ATTACHMENTS ON PAGES 194 - 195

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

9. Consider and approve budget transfer – Constable Pct.4 – additional cost for spare portable radio.

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120-3068-425-3084	MINOR EQUIPMENT	\$4,000.00	
120-3068-425-6007	AUTOMOBILES		\$4,000.00

SEE ATTACHMENTS ON PAGES 196 - 196

Action: NONE

10. Consider and approve budget transfer - Jail - additional cost for inmate medical.

120-3062-423-5077	CONTRACTUAL SERVICE	\$750,000.00	
120-3062-423-1044	DETENTION OFFICERS		\$250,000.00
120-3062-423-2001	F.I.C.A. EXPENSE		\$75,000.00
120-3062-423-2002	EMPLOYEES' RETIREMENT		\$150,000.00
120-3062-423-2003	EMPLOYEES' INSURANCE		\$275,000.00

SEE ATTACHMENTS ON PAGES 197 - 197

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

11. Consider and approve electronic disbursement for \$1,847.34 to Texas Department of Criminal Justice for June insurance reimbursement.

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

12. Regular County Bills - check #472262 through checks #472475.

SEE ATTACHMENTS ON PAGES 198 - 207

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY COMMISSIONERS:

13. Consider, possibly approve and authorize the County Judge to extend the Declaration of Local Disaster dated 03-13-2020, Pursuant to Section 418.108 (b) of the Texas Government Code.

SEE ATTACHMENTS ON PAGES 208 - 208

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

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

Action: APPROVED

14. Notice is hereby given that members of the Commissioners' Court of Jefferson County, Texas will hold a public hearing at 10:30 a.m., June 9, 2020 for the purpose of discussing and considering and approving the establishment of the USA Reinvestment Zone.

OPEN 10:45AM NO PUBLIC COMMENTS CLOSED 10:47AM

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

15. Consider and possibly approve an Order to establish the USA Reinvestment Zone pursuant to Sec.312.2041, Texas Tax Code.

SEE ATTACHMENTS ON PAGES 209 - 212

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

ADDENDUMS

Notice of Meeting and Agenda and Minutes
June 09, 2020

16. Consider, possibly approve and authorize the County Judge to execute the Appointment of Labor Standards Officer with the Texas Department of Agriculture, appointing Susan Stover of Waxman & Associates for Contract No. 7218240. (This is for the First Time Sewer Service in Cheek.)

SEE ATTACHMENTS ON PAGES 213 - 214

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

17. 11:30 a.m.- Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.072 and 551.0725 regarding deliberations about real property and economic development, that deliberation in open meeting would have a detrimental effect on the Commissioners Court in negotiations with a third person.

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

ENGINEERING:

18. Consider and possibly approve acceptance of Ridgeleigh Drive, 1345.38' (0.255 miles) out of the final plat of Ridgecrest Subdivision Unit 5, into the County Road system. The road is located in Precinct No. 2.

Action: TABLED

19. Consider and possibly approve acceptance of Diamond D Drive, 4949.20' (0.937 miles) out of the final plat of Diamond D Ranch Subdivision Phase 3B, recorded in Clerk's File No. 2018035099 of the Official Public Records of Jefferson County, Texas into the County Road System. The road is located in Precinct No. 1.

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

ROAD & BRIDGE PCT. 1:

20. Consider and possibly approve the elimination of the Assistant Superintendent position for Road & Bridge Precinct 1 (budgeted at \$66,900) and the addition of a Road Foreman position (budgeted at \$62,749). This change will generate net annual savings of \$5,310 including benefits.

SEE ATTACHMENTS ON PAGES 215 - 215

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

Jeff R. Branick
County Judge



JEFFERSON COUNTY PURCHASING 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

May 12, 2020

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 20-019/JW), Radar Systems for Jefferson County Sheriff's Office/Marine Safety Patrol.

Specifications for this project may be obtained from the Jefferson County website:
<https://www.co.jefferson.tx.us/Purchasing/> 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 or box. 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 (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Radar Systems for Jefferson County Sheriff's Office/Marine Safety Patrol
BID NO: IFB 20-019/JW
DUE DATE/TIME: 11:00 AM CT, Wednesday, June 3, 2020
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us. Bidders may submit technical questions regarding these bid specifications to Sgt. Billy Owens with the Jefferson County Sheriff's Office/Marine Safety Patrol at 409-718-0893 or bowens@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, Purchasing Agent
 Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – May 13, 2020 & May 20, 2020

IFB 20-019/JW

Radar Systems for Jefferson County Sheriff's Office/Marine Safety Patrol

Bids due: 11:00 AM CT, Wednesday, June 3, 2020

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* and two (2) bid copies; with all copies to include a completed copy of this specifications packet, in its entirety.

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 response being declared as non-responsive.

<https://www.co.jefferson.tx.us/Purchasing/>

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.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope or box shall also include 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 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.

The County requests that bid submissions NOT be bound by staples or glued spines.

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 – 2020:

January 1	Wednesday	New Year's
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 10	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veteran's Day
November 26 & 27	Thursday & Friday	Thanksgiving
December 24 & 25	Thursday & Friday	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 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 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder must clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

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 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

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.

4.13 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.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference to this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clause set forth in paragraphs (1) through (3) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 C.F.R. §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1337). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C. AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) original and two (2) bid copies; with all copies to include a completed copy of this specifications packet, in its entirety.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

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.

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>

Bidders 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)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaced the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed with the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contracts exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

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

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must 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.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), 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/submitnow/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; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement, if any, as such.

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

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations \$1,000,000

Excess Liability \$1,000,000

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 Section 9 Below)

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 8 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 meet 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 certificate of coverage and to provide 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 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) regarding any questions or comments. Please reference bid number 20-019/JW.

Questions of a technical nature regarding these bid specifications may be directed to Sgt. Billy Owens with the Jefferson County Sheriff's Office/Marine Safety Patrol at (409) 718-9603 or email: bowens@co.jefferson.tx.us

Scope

Jefferson County is soliciting bids for the removal and replacement of radar systems on four (4) existing 29' SAFE Boats operated by the Jefferson County Sheriff's Office/Marine Safety Patrol.

All bids should be for brand new, completely unused equipment.

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.

Instructions to Bidders (Re: Brand Reference / Item Bids):

References to a Manufacturer's Product by Brand Name or Number are made solely to establish the minimum quality and performance characteristics required.

► Bidders Submitting Bids for Exact Make/Model as specified:

Bidders offering the exact make/model as specified, MUST attach (2) COPIES of the MANUFACTURER SPECIFICATIONS (to include full warranty term)

► Bidders Submitting Bids for Alternate/Equivalent Item:

Bidders may submit bids on alternate/equivalent items MUST attach (2) COPIES of the MANUFACTURER SPECIFICATIONS (to include full warranty term) alternate at the time of the bid.

Bidders offering alternate/equivalent items MUST ALSO submit an ITEMIZED COMPARISON documenting equivalence for dimensions, quality, performance, and features of the products offered. Further, the Bidder must demonstrate that the alternate has a recent operating track record to show the equipment will perform per the specifications. The Bidder's alternate rests solely with Jefferson County.

Technical Specifications

Vendor will provide the removal of existing Furuno System on four (4) Existing 29' SAFE Boats.

Vendor will provide all material and labor for installation of four (4) New Complete Furuno Radar Systems (listed below) **-or-** Equivalent Systems.

Vendor will provide and install complete Furuno Radar Systems as listed (or Equivalent):

- Furuno TZ Touch 3 Model TZT12F + Dash Mounting Bracket
- Furuno DRS4DNXT Radar
- Furuno FA 30 AIS
- Furuno PG 700 Heading
- Furuno HUB 101
- Furuno FI5002 J Box
- Furuno Comrod AIS Antenna
- Furuno GP 330B GPS Antenna
- Furuno SS 60-10f Transducer

Misc. Materials:

All NMEA Cables, Connectors, Wiring, Etc. necessary to install each system on 29' SAFE Boat as described.

Freight:

All products delivered by Vendor to Jefferson County Sheriff's Office (JCSO) Marine Safety Patrol Hangar located at 4601 Airport 3rd Street (Jack Brooks Regional Airport), Beaumont, Texas 77705.

All work to be completed Onsite at JCSO Marine Safety Patrol Hangar by Vendor:

Provide complete working installation in person on each boat as needed at JCSO Marine Safety Patrol Hangar

Provide on water check ride with JCSO Marine Safety Patrol Hangar to insure accurate installation and calibration.

All work to be installed and completed onsite at JCSO Marine Safety Patrol Hangar **prior to September 30, 2020.**

Vendor must be an Authorized Furuno Direct Dealer (or Equivalent Authorized Dealer)

Vendor must provide insurance certificate/release of liability for personnel providing all onsite work.

Warranty: Vendor must Provide Furuno Onsite Two-Year Warranty (or Equivalent)

Please be sure to review these bid specifications carefully, as the item that you are offering must MEET OR EXCEED these specifications

Bidder Information Form

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

Bid Name & Number: (IFB 20-019/JW)

Radar Systems for Jefferson County Sheriff's Office/Marine Safety Patrol

Bidder's Company/Business Name: DBS Electronics Inc.

Bidder's TAX ID Number: _____

Contact Person: MARY BURDINE **Title:** OWNER

Phone Number (with area code): (409) 9883227 cell

Alternate Phone Number if available (with area code): (409) 9628747 office

Fax Number (with area code): (409) 962 8787

Email Address: mary@dbselectronics.com

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

P.O. Box 980
 Address _____
Bridge City Tx 77611
 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:

DBS Electronics Inc.
Company Name

For clarification of this offer, contact:

6869 Rainbow Lane
Address

MARY BURDINE
Name

Port Arthur Tx 77642
City State Zip

409 962 8747
Phone Fax

Mary Burdine
Signature of Person Authorized to Sign

mary@dbselectronics.com
E-mail

MARY BURDINE
Printed Name

Owner
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items:

Removal and Replacement of Radar Systems on four (4) existing 29' SAFE Boats operated by the Jefferson County Sheriff's Office/Marine Safety Patrol.

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. 20-017/JW, Mobile Pressure Washer for the Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

DBS ELECTRONICS INC

PO BOX 980
 Bridge City, Tx
 77611

Estimate

Date	Estimate #
6/2/2020	2121

Name / Address
Jefferson County Auditors Office 1149 Pearl St, 7th Floor Beaumont, Texas 77701

Rep
KLS

Item	Description	Qty	U/M	Total
TZTL12F	FURUNO NAVNET ZTOUCH	4		13,663.96
001-563-930-00	FURUNO BRACKET & KNOBS FOR TZ TOUCH 12F	4 ea		1,160.00
DRS4DNXT	24 INCH SOLID STATE RADARDOME	4 ea		10,140.00
FA30	FURUNO BLACK BOX AIS RECEIVER	4 ea		3,997.40
PG700	FURUNO NMEA 2000 RATE COMPENSATED HEADING SENSOR W/6M NMEA 2000CABLE	4 ea		3,993.77
HUB101	HUB FOR NAVNET	4 ea		3,474.29
FI5002	FURUNO JUNCTION BOX -NMEA2000	4 ea		700.00
AV7M-4' VHF MS...	Comrod AV7M 4' AIS ANTENNA	4 ea		1,358.02
GP330B	FURUNO GP 330 B GPS ANTENNA	4 ea		2,314.29
SS60-SLTD/20	50/200KHZ SS LP Temp 10DEGREE TILT	4 ea		2,052.00
Cable LMR400	Cable LMR240(COAX FOR AIS ANTENNA * 4)	60 Ft		180.00
RF1-RFU-508-X	UHF, (m), STRAIGHT, RG8X, LMR-240, CRIMP(CONNECTOR FOR AIS CABLE)	8 ea		100.00
4187	Marine Fold-down Mount	4 ea		359.96
Miscellaneous	Tys, Lugs, Tape, Solder, etc	4 ea		800.00
Labor ST 1	Labor Straight Time 1 Technician(30 HRS PER BOAT FROM START TO FINISH & SEA TRIALS)	120 hr		10,800.00
Freight/Shipping	Freight and Shipping Charges			400.00
Subtotal				\$55,493.69
Sales Tax (0.0%)				\$0.00
Total				\$55,493.69

DBS ELECTRONICS INC

PO BOX 980
 Bridge City, Tx
 77611

Estimate

Date	Estimate #
6/2/2020	2121

Name / Address
Jefferson County Auditors Office 1149 Pearl St, 7th Floor Beaumont, Texas 77701

Rep
KLS

Item	Description	Qty	U/M	Total
TZTL12F	FURUNO NAVNET ZTOUCH	4		13,663.96
001-563-930-00	FURUNO BRACKET & KNOBS FOR TZ TOUCH 12F	4	ea	1,160.00
DRS4DNXT	24 INCH SOLID STATE RADARDOME	4	ea	10,140.00
FA30	FURUNO BLACK BOX AIS RECEIVER	4	ea	3,997.40
PG700	FURUNO NMEA 2000 RATE COMPENSATED HEADING SENSOR W/6M NMEA 2000CABLE	4	ea	3,993.77
HUB101	HUB FOR NAVNET	4	ea	3,474.29
FI5002	FURUNO JUNCTION BOX -NMEA2000	4	ea	700.00
AV7M-4' VHF MS...	Comrod AV7M 4' AIS ANTENNA	4	ea	1,358.02
GP330B	FURUNO GP 330 B GPS ANTENNA	4	ea	2,314.29
SS60-SLTD/20	50/200KHZ SS LP Temp 10DEGREE TILT	4	ea	2,052.00
Cable LMR400	Cable LMR240(COAX FOR AIS ANTENNA * 4)	60	Ft	180.00
RFI-RFU-508-X	UHF, (m), STRAIGHT, RG8X, LMR-240, CRIMP(CONNECTOR FOR AIS CABLE)	8	ea	100.00
4187	Marine Fold-down Mount	4	ea	359.96
Miscellaneous	Tys, Lugs, Tape, Solder, etc	4	ea	800.00
Labor ST 1	Labor Straight Time 1 Technician(30 HRS PER BOAT FROM START TO FINISH & SEA TRIALS)	120	hr	10,800.00
Freight/Shipping	Freight and Shipping Charges			400.00

Subtotal		\$55,493.69
Sales Tax (0.0%)		\$0.00
Total		\$55,493.69

Bid Form

Bid Item 1 - IMPORTANT BIDDER INSTRUCTIONS:

Full technical specifications for this bid item are provided within this bid specifications packet.

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

All bids should be for brand new, completely unused equipment.

Bidders Submitting Bids for Alternate/Equivalent Items:

Bidders offering alternate/equivalent items MUST ALSO submit an ITEMIZED COMPARISON documenting equivalence for dimensions, quality, performance, and features of the products offered.

Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

Bidders may submit bids on alternate/equivalent items, but MUST attach TWO (2) COPIES of the MANUFACTURER SPECIFICATIONS (to include full warranty terms) for any alternate at the time of the bid.

Bidders Submitting Bids for Exact Make/Model as specified:

Bidders offering the exact make/model as specified, MUST attach TWO (2) COPIES of the MANUFACTURER SPECIFICATIONS (to include full warranty terms).

Item	Description	Qty.	Unit Price	Total Price
1	Removal of existing Furuno Radar System on Existing 29' SAFE Boats. Provide New Complete Furuno Radar System (or Equivalent); as described within these specifications. Provide all material and labor for on-site installation of New Complete Furuno Radar Systems (or Equivalent); and all work as described within these specifications.	4	\$ <u>13873.42</u>	\$ <u>55493.69</u>
2	Furuno On-Site Two-Year Warranty (or Equivalent)	4	\$ <u>0</u>	\$ <u>0</u>

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: Canal Barge Line
 Address: 835 Union St., Suite 300, New Orleans, La 70112
 Contact Person and Title: Colt Mills
 Phone: (337) 396 6310 Fax: —
 Email Address: jmills@canalbarge.com Contract Period: —
 Scope of Work: We work on All vessels

REFERENCE TWO

Government/Company Name: Devall Towing
 Address: 2244 Swisco Rd. Sulphur La 70665
 Contact Person and Title: Henry
 Phone: (337) 965 6717 Fax: —
 Email Address: — Contract Period: —
 Scope of Work: We work on all vessels!

REFERENCE THREE

Government/Company Name: Marine Fueler
 Address: 9000 Old Yacht Club Rd., Port Arthur Tx 77642
 Contact Person and Title: Brandon
 Phone: (409) 300 1039 Fax: —
 Email Address: bholmes@marinefuelingervice.com
 Scope of Work: We Work on All Vessel

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.

DBS Electronics Inc
Bidder (Entity Name)

P.O. Box 980

Street & Mailing Address

Bridge City Tx 77611
City, State & Zip

409 - 962 8747

Telephone Number

mary@dbselectronics.com
E-mail Address

Mary Burdine
Signature

MARY BURDINE
Print Name

6-2-20

Date Signed

409 962 8787

Fax Number

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.008(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 176.008(a) 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.		<div style="border: 1px solid black; padding: 2px; width: fit-content; margin: 0 auto;"> OFFICE USE ONLY Date Received </div>
<div style="font-size: 48px; transform: rotate(-15deg); opacity: 0.5;">NONE</div>		
1 Name of vendor who has a business relationship with local governmental entity.		
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 previously filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information in this section is being disclosed.		
_____ Name of officer		
This section (item 3 including subparts A, B, C, & D) must be completed for every 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.		
A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the tax that is received is not from the local government entity?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
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?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
D. Describe each employment or business and family relationship with the local government officer named in this section.		
4 _____ Signature of vendor doing business with the governmental entity		

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICER USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 2312 (Leg. Chapter Session _____).</p> <p>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>		
1	Name of Local Government Officer _____	OFFICER USE ONLY
2	Office Held _____	
3	Name of vendor described by Sections 176.001(2) and 176.003(a), Local Government Code _____	
4	Description of the nature and extent of employment or other business relationship _____ (continued 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> <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 align="center">(attach additional forms as necessary)</p>	
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(5), Local Government Code of this local government officer. I acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B) of the Government Code.</p> <p align="right" style="margin-top: 20px;">_____ Signature of Local Government Officer</p>	
<p 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> <p>_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath</p>		

Revised 3/7/2015

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 . . .

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

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

 Printed Name of Authorized Representative

 Signature

 Title

 Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant ...

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

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

Printed Name of Authorized Representative

Signature

Title

Bidder Shall Return Completed Form to:

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. Proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City 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 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, EXCEPT AS PROVIDED 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 Work: \$ _____

Construction HUB Goals: 12.8% MBE: _____ % (12.8%) 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 Ag.

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 Bidder.

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: _____

NONE

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 based on the following:
 HUB Subcontractor(s) listed on _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business Subcontracting Participation Declaration

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)
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following time period(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 "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors that 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 for 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 to:

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
 _____ Street _____ City _____ 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: _____

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, carefully, completely, and fully, and I understand all applicable parts of this form, and **attached any necessary support documents** as required. I understand that intentionally falsifying information on this document may result in my not receiving a contract award or in my losing a 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 DBS Electronics [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:	<u>DBS Electronics Inc.</u>
Mailing address:	<u>P.O. Box 980 Bridge City Tx 77611</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>700000-171160-00000</u>	<u>6869 Rainbow Lane Port Arthur Tx</u>
	<u>77642</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.

House Bill 89 Verification

I, MARY BURDINE, the undersigned representative of (company or business name) DBS Electronics Inc. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Mary Burdine (owner)
Signature of Company Representative

6-2-20
Date

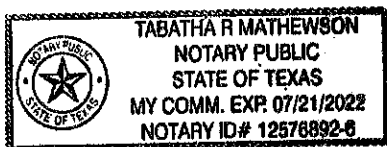
On this 2nd day of June, 2020, personally appeared

Mary Burdine, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Tabatha R Mathewson
Notary Signature

6/2/2020
Date



Bidder Shall Return Completed Form with Offer.

Bid Form

Bid Item 1 - IMPORTANT BIDDER INSTRUCTIONS:

Full technical specifications for this bid item are provided within this bid specifications packet.

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

All bids should be for brand new, completely unused equipment.

Bidders Submitting Bids for Alternate/Equivalent Items:

Bidders offering alternate/equivalent items MUST ALSO submit an ITEMIZED COMPARISON documenting equivalence for dimensions, quality, performance, and features of the products offered.

Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

Bidders may submit bids on alternate/equivalent items, but MUST attach TWO (2) COPIES of the MANUFACTURER SPECIFICATIONS (to include full warranty terms) for any alternate at the time of the bid.

Bidders Submitting Bids for Exact Make/Model as specified:

Bidders offering the exact make/model as specified, MUST attach TWO (2) COPIES of the MANUFACTURER SPECIFICATIONS (to include full warranty terms).

Item	Description	Qty.	Unit Price	Total Price
1	Removal of existing Furuno Radar System on Existing 29' SAFE Boats. Provide New Complete Furuno Radar System (or Equivalent); as described within these specifications. Provide all material and labor for on-site installation of New Complete Furuno Radar Systems (or Equivalent); and all work as described within these specifications.	4	\$ _____ . ____	\$ _____ . ____
2	Furuno On-Site Two-Year Warranty (or Equivalent)	4	\$ _____ . ____	\$ _____ . ____

Acknowledgment of Addenda (if any):

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

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

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 MARY BURDINE, who
(name)

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

"I, Mary Burdine am a duly authorized officer of/agent
(name)
for DBS Electronics Inc. and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said DBS Electronics Inc.
(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: DBS Electronic Inc.

18069 Rainbow Lane, Port Arthur Tx 77642

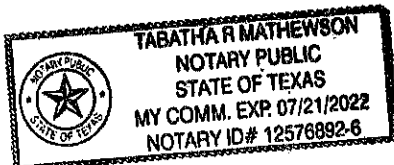
Fax: (409) 962 8707 Telephone# 409 962 8747

by: Mary Burdine Title: owner
(print name)

Signature: Mary Burdine

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

this the 2nd day of June, 2020



Tabatha R Mathewson
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

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) regarding any questions or comments. Please reference bid number 20-019/JW.

Questions of a technical nature regarding these bid specifications may be directed to Sgt. Billy Owens with the Jefferson County Sheriff's Office/Marine Safety Patrol at (409) 718-0893 or email: bowens@co.jefferson.tx.us

Scope

Jefferson County is soliciting bids for the removal and replacement of radar systems on four (4) existing 29' SAFE Boats operated by the Jefferson County Sheriff's Office/Marine Safety Patrol.

All bids should be for brand new, completely unused equipment.

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.

Instructions to Bidders (Re: Brand Reference / Equivalent Item Bids):

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

► Bidders Submitting Bids for Exact Make/Model as specified:

Bidders offering the exact make/model as specified, MUST attach TWO (2) COPIES of the MANUFACTURER SPECIFICATIONS (to include full warranty terms).

► Bidders Submitting Bids for Alternate/Equivalent Items:

Bidders may submit bids on alternate/equivalent items, but MUST attach TWO (2) COPIES of the MANUFACTURER SPECIFICATIONS (to include full warranty terms) for any alternate at the time of the bid.

Bidders offering alternate/equivalent items MUST ALSO submit an ITEMIZED COMPARISON documenting equivalence for dimensions, quality, performance, and features of the products offered. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

Jefferson County Purchasing Dept.
1149 Pearl St., 1st Floor
Baumont, Texas 77701

RECEIVED 09:58 AM JUN 03 2020

from DBS Electronics



A Division of Mackay Communications

921 Seaco Avenue
Deer Park TX 77536
281-479-1515
Fax: 281-478-6741

**Radar Systems for
Jefferson County Sheriff's Office
Marine Safety Patrol**

IFB 20-019/JW

Bid Package



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

May 12, 2020

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 20-019/JW), Radar Systems for Jefferson County Sheriff's Office/Marine Safety Patrol.

Specifications for this project may be obtained from the Jefferson County website:
<https://www.co.jefferson.tx.us/Purchasing/> 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 or box. 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 (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Radar Systems for Jefferson County Sheriff's Office/Marine Safety Patrol

BID NO: IFB 20-019/JW

DUE DATE/TIME: 11:00 AM CT, Wednesday, June 3, 2020

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

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us. Bidders may submit technical questions regarding these bid specifications to Sgt. Billy Owens with the Jefferson County Sheriff's Office/Marine Safety Patrol at 409-718-0893 or bowens@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, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – May 13, 2020 & May 20, 2020

IFB 20-019/JW

Radar Systems for Jefferson County Sheriff's Office/Marine Safety Patrol

Bids due: 11:00 AM CT, Wednesday, June 3, 2020

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* and two (2) bid copies; with all copies to include a completed copy of this specifications packet, in its entirety.

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 response being declared as non-responsive.

<https://www.co.jefferson.tx.us/Purchasing/>

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.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope or box shall also include 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 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.

The County requests that bid submissions NOT be bound by staples or glued spines.

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 – 2020:

January 1	Wednesday	New Year's
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 10	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veteran's Day
November 26 & 27	Thursday & Friday	Thanksgiving
December 24 & 25	Thursday & Friday	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 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 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 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

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.

4.13 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.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) original and two (2) bid copies; with all copies to include a completed copy of this specifications packet, in its entirety.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

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.

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>

Bidders 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)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

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

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must 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.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), 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; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

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

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations \$1,000,000

Excess Liability \$1,000,000

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 Section 9 Below)

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 8 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) regarding any questions or comments. Please reference bid number 20-019/JW.

Questions of a technical nature regarding these bid specifications may be directed to Sgt. Billy Owens with the Jefferson County Sheriff's Office/Marine Safety Patrol at (409) 718-0893 or email: bowens@co.jefferson.tx.us

Scope

Jefferson County is soliciting bids for the removal and replacement of radar systems on four (4) existing 29' SAFE Boats operated by the Jefferson County Sheriff's Office/Marine Safety Patrol.

All bids should be for brand new, completely unused equipment.

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.

Instructions to Bidders (Re: Brand Reference / Equivalent Item Bids):

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

► Bidders Submitting Bids for Exact Make/Model as specified:

Bidders offering the exact make/model as specified, MUST attach TWO (2) COPIES of the MANUFACTURER SPECIFICATIONS (to include full warranty terms).

► Bidders Submitting Bids for Alternate/Equivalent Items:

Bidders may submit bids on alternate/equivalent items, but MUST attach TWO (2) COPIES of the MANUFACTURER SPECIFICATIONS (to include full warranty terms) for any alternate at the time of the bid.

Bidders offering alternate/equivalent items MUST ALSO submit an ITEMIZED COMPARISON documenting equivalence for dimensions, quality, performance, and features of the products offered. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

Technical Specifications

Vendor will provide the removal of existing Furuno System on four (4) Existing 29' SAFE Boats.

Vendor will provide all material and labor for installation of four (4) New Complete Furuno Radar Systems (listed below) **-or-** Equivalent Systems.

Vendor will provide and install complete Furuno Radar Systems as listed (or Equivalent):

- Furuno TZ Touch 3 Model TZT12F + Dash Mounting Bracket
- Furuno DRS4DNXT Radar
- Furuno FA 30 AIS
- Furuno PG 700 Heading
- Furuno HUB 101
- Furuno FI5002 J Box
- Furuno Comrod AIS Antenna
- Furuno GP 330B GPS Antenna
- Furuno SS 60-10f Transducer

Misc. Materials:

All NMEA Cables, Connectors, Wiring, Etc. necessary to install each system on 29' SAFE Boat as described.

Freight:

All products delivered by Vendor to Jefferson County Sheriff's Office (JCSO) Marine Safety Patrol Hangar located at 4601 Airport 3rd Street (Jack Brooks Regional Airport), Beaumont, Texas 77705.

All work to be completed Onsite at JCSO Marine Safety Patrol Hangar by Vendor:

Provide complete working installation in person on each boat as needed at JCSO Marine Safety Patrol Hangar

Provide on water check ride with JCSO Marine Safety Patrol Hangar to insure accurate installation and calibration.

All work to be installed and completed onsite at JCSO Marine Safety Patrol Hangar **prior to September 30, 2020.**

Vendor must be an Authorized Furuno Direct Dealer (or Equivalent Authorized Dealer)

Vendor must provide insurance certificate/release of liability for personnel providing all onsite work.

Warranty: Vendor must Provide Furuno Onsite Two-Year Warranty (or Equivalent)

Please be sure to review these bid specifications carefully, as the item that you are offering must MEET OR EXCEED these specifications.

Bidder Information Form

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

Bid Name & Number: (IFB 20-019/JW)

Radar Systems for Jefferson County Sheriff's Office/Marine Safety Patrol

Bidder's Company/Business Name: Mackay Communications Inc., dba Mackay Marine

Bidder's TAX ID Number: 56-1550100

Contact Person: Chris Nelson **Title:** Southwest Regional Sales Manager

Phone Number (with area code): 281-479-1515 (office)

Alternate Phone Number if available (with area code): 757-927-5026 (cell)

Fax Number (with area code): 212-901-0909

Email Address: christopher.nelson@mackaymarine.com

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

921 Seaco Avenue

Address

Deer Park TX 77536

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:

Mackay Communications Inc., dba Mackay Marine For clarification of this offer, contact:

Company Name

921 Seaco Avenue

Address

David Lemoine

Name

Deer Park TX 77536

City State Zip

281-479-1515

Phone

212-901-0909

Fax

Signature of Person Authorized to Sign

david.lemoine@mackaymarine.com

E-mail

David Lemoine

Printed Name

Vice President, Marine Sales

Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items:

Removal and Replacement of Radar Systems on four (4) existing 29' SAFE Boats operated by the Jefferson County Sheriff's Office/Marine Safety Patrol.

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. 20-017/JW, Mobile Pressure Washer for the Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

 Jeff R. Branick
 County Judge

 Date

Attest:

 Carolyn L. Guidry
 County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Bid Item 1 - IMPORTANT BIDDER INSTRUCTIONS:

Full technical specifications for this bid item are provided within this bid specifications packet.

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

All bids should be for brand new, completely unused equipment.

Bidders Submitting Bids for Alternate/Equivalent Items:

Bidders offering alternate/equivalent items MUST ALSO submit an ITEMIZED COMPARISON documenting equivalence for dimensions, quality, performance, and features of the products offered.

Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

Bidders may submit bids on alternate/equivalent items, but MUST attach TWO (2) COPIES of the MANUFACTURER SPECIFICATIONS (to include full warranty terms) for any alternate at the time of the bid.

Bidders Submitting Bids for Exact Make/Model as specified:

Bidders offering the exact make/model as specified, MUST attach TWO (2) COPIES of the MANUFACTURER SPECIFICATIONS (to include full warranty terms).

Item	Description	Qty.	Unit Price	Total Price
1	Removal of existing Furuno Radar System on Existing 29' SAFE Boats. Provide New Complete Furuno Radar System (or Equivalent); as described within these specifications. Provide all material and labor for on-site installation of New Complete Furuno Radar Systems (or Equivalent); and all work as described within these specifications.	4	\$ 16,116 . 00	\$ 64,464 . 00
2	Furuno On-Site Two-Year Warranty (or Equivalent)	4	\$ included	\$ included.

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: Freeport McMoran Oil & Gas

Address: 300 Adam Ted Gisclair Road, Port Fourchon, LA 70357

Contact Person and Title: Tom Moss

Phone: 985-396-4366 Fax: _____

Email Address: holsteinmainteamlead@fmi.com Contract Period: July 2016 - October 2017

Scope of Work: Furuno Nav/Comm equipment

REFERENCE TWO

Government/Company Name: Vigor Industrial - Vancouver

Address: 3515 SE Columbia Way #48, Vancouver WA 98661

Contact Person and Title: Sara Devlin

Phone: 503-539-3641 Fax: 360-695-0531

Email Address: sara.devlin@vigor.net Contract Period: Nov 2018 - Sept 2020

Scope of Work: Furuno NavNet System for Los Angeles Pilot Boats

REFERENCE THREE

Government/Company Name: Dakota Creek Industries

Address: PO Box 2128, Anacortes, WA 98221

Contact Person and Title: Hollie Anthonysz, Vice President of Programs

Phone: 360-293-9575 Fax: _____

Email Address: hollie@dakotacreek.com Contract Period: January 2019 - ongoing

Scope of Work: Furuno NavNet System for YT Tugs

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.

Mackay Communications Inc., dba Mackay Marine

Bidder (Entity Name)

921 Seaco Avenue

Street & Mailing Address

Deer Park TX 77536

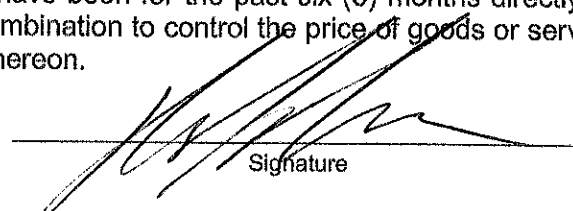
City, State & Zip

281-479-1515

Telephone Number

david.lemoine@mackaymarine.com

E-mail Address



Signature

David Lemoine

Print Name

June 1, 2020

Date Signed

212-901-0909

Fax Number

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT 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.</p> <p>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).</p> <p>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.</p> <p>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>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> <tr> <td style="width: 50%; padding: 2px;">Date Received</td> <td style="width: 50%;"></td> </tr> </table>		OFFICE USE ONLY		Date Received	
OFFICE USE ONLY						
Date Received						
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; margin-left: 40px;">n/a</p>						
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(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 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; margin-left: 100px;">_____ 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="margin-left: 40px;"> <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="margin-left: 40px;"> <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="margin-left: 40px;"> <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> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>_____ Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%;"> <p>_____ Date</p> </div> </div>						

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.</p> <p>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
1	Name of Local Government Officer	Date Received
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> <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>	
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> <p style="text-align: right; margin-right: 100px;">_____ Signature of Local Government Officer</p> <p>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> <p style="margin-top: 20px;"> </p> <p style="font-size: small; margin-top: 5px;"> </p>	

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 . . .

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

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

 Printed Name of Authorized Representative

 Signature

 Title

 Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

☐ 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: p Yes p 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: No Subcontractors are to be utilized

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): David Lemoine

Title: Vice President, Marine Sales

Signature: 

Date: June 1, 2020

E-mail address: david.lemoine@mackaymarine.com

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

Name (print or type): Ruth Trotter

Title: Inside Sales

Date: _____

E-mail address: ruth.trotter@mackaymarine.com

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.

Mackay Communications Inc.,

☒ I certify that dba Mackay 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.):	56-1550100
Company Name submitting bid/proposal:	Mackay Communications Inc., dba Mackay Marine
Mailing address:	921 Seaco Avenue, Deer Park TX 77536
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**
none	

* 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.

House Bill 89 Verification

I, David Lemoine, the undersigned representative of (company or business name) Mackay Communications Inc., dba Mackay Marine (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

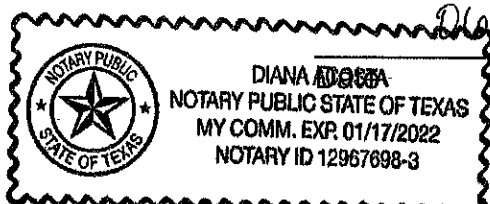
Date

On this 02nd day of June, 2020, personally appeared

David Lemoine, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Notary Signature



Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Mackay Communications Inc., dba Mackay Marine
Company Name

IFB 20-019/JW
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

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 Harris

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,
on this day personally appeared David Lemoine, who
(name)
after being by me duly sworn, did depose and say:

"I, David Lemoine am a duly authorized officer of/agent
(name)
for Mackay Communications Inc., dba Mackay Marine and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Mackay Communications Inc., dba Mackay 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: Mackay Communications Inc., dba Mackay Marine

Fax: 212-901-0909 Telephone# 281-479-1515

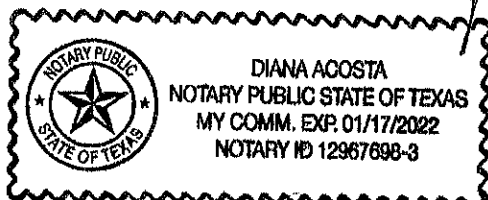
by: David Lemoine Title: Vice President, Marine Sales
(print name)

Signature: _____

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

David Lemoine on

this the 02nd day of June, 2020



Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.



www.mackaymarine.com

Mackay Marine
921 Seaco Avenue
Deer Park TX 77536

Quotation

Email: christopher.nelson@mackaymarine.com

Tel: +1 281-479-1515

Mobile: +1 757-927-5026

To: Jefferson County
Attn: Jamey West

Ref: Bid No: IFB 20-019/JW
Radars Systems for Jefferson County Sheriff's Office
Marine Safety Patrol - 29' SAFE Boats

Date:
Quotation #:
Validity: 30 Days
Currency: USD
Submitted by: Chris Nelson

We are pleased to offer our quotation as follows.

Item	Part No.	Description	Qty.	Unit Price	Total Price
1	TZT12F	Furuno NavNet TZtouch3 12" Display	1	3,201	3,201
2	001-563-930-00	Mounting Bracket OP19-20 for TZT12F	1	245	245
3	001-105-810-10	Cable, NMEA2K micro F-drop, 6m	1	38	38
4	DRS4DNXT	24" Solid-State Doppler Radar with Target Analyzer and Fast Target Tracking. Includes:	1	2,193	2,193
	001-376-480-00	Signal/Power Cable Assembly, 15m	1		
5	FA30	Black Box AIS Receiver	1	760	760
6	PG700	Fluxgate Magnetic Sensor. Includes:	1	840	840
	001-105-770-10	Cable, NMEA2K Micro dbl-end, 6m	1		
7	HUB101	Dedicated Interswitch Hub. Includes:	1	570	570
	000-167-176	NN3D LAN Cable	1		
	000-167-944	Power Cable Assembly	1		
8	FI5002	Junction Box, NMEA2K	1	148	148
9	AV7-M	Comrod VHF Antenna (for AIS)	1	194	194
10	GP330B	GPS/WAAS Sensor. Includes:	1	380	380
	001-193-460-10	Cable Assembly, 6m	1		
		Optional:			
	001-037-640	Deck Mount Kit		55	
	001-041-560	Pipe Mount Kit		43	
11	SS60-x-10F	Transducer. <i>Please specify 0, 12, or 20° tilt.</i>	1	356	356
12		Freight to Baytown, TX	1	431	431

Item	Part No.	Description	Qty.	Unit Price	Total Price
13		Labor			
		Standard Retrofit Installation single radar (two technicians)	1	4,900	4,900
		Travel and mileage to/from Beaumont (per tech) - straight time	2	880	1,760
		Travel and mileage to/from Beaumont (per tech) - overtime		1,205	
		Installation Material	1	100	100
		<i>Any additional time spent onboard for installation tasks not indicated as Mackay's assignment on our terms sheet will be billed in actuals.</i>			
14		Furuno On-Site Two-Year Warranty	1	included	
System Total - per boat			USD		16,116

Notes:

1. Items are shipped FOB Destination. Any additional taxes, regulatory fees, VAT, or duties are customer responsibility. Shipping charges and tax may not be included in the quotation. Shipping charges will be added at cost +10% unless a DHL, FedEx, or UPS account number is supplied.

Applicable sales tax will be added unless a Tax Exempt Certificate is supplied.

2. Mackay Marine reserves the right to adjust prices if the currency fluctuations exceed more than 3% according to Bloomberg between the date of this proposal and the delivery of equipment to the destination.

3. Payment Terms are Net 30 days (with approved credit) from the invoice date, otherwise advanced payment by ACH or wire transfer is required.

4. Delivery - TBD.

5. Shipment - best way

6. All warranties are subject to the terms and conditions of the manufacturers guarantee only, no other guarantee is expressed or implied.

7. Only specialized manufacturer cables are supplied with the equipment, all generic interconnect cables such as power and antenna, etc. are customer supply unless otherwise noted.

8. All sales are final. Customers may return products only when they are defective or non-ordered products. All returns must have a "Return Material Authorization" (RMA) number issued and displayed on the shipment.

9. Cancellation

- a. Buyer may cancel its order only with prior written consent of Mackay Marine, which consent shall be entirely at Mackay's discretion. In the event of such a cancellation, Buyer shall pay Mackay an amount equal to the total of the following amounts:
 - I. The contract price for any completed work not already paid; and
 - II. All costs incurred by Mackay Marine in performance of the order and allocable thereto including, without limitation, overhead and general and administrative expense, exclusive of the cost attributable to the completed work under (I); and
 - III. To the extent not already included under (I), a sum equal to 15% of the contract price of the cancelled part of the order; and
 - IV. Any restocking fees incurred by Mackay Marine from its suppliers for the cancelled equipment. If the supplier(s) deem it necessary for Mackay Marine to pay the full agreed amount of its purchase order, buyer must pay Mackay Marine for the full agreed price; and
 - V. All shipping and handling fees incurred by Mackay Marine for the cancelled portion of the order.
- b. In the event the Buyer cancels the order without the prior written consent of Mackay Marine, Mackay Marine shall be entitled to compensation for all loss or damage thereby incurred, including any loss of profit, or to demand specific performance.



A Division of Mackay Communications

921 Seaco Avenue
Deer Park TX 77536
281-479-1515
Fax: 281-478-6741

Radar Systems for Jefferson County Sheriff's Office Marine Safety Patrol

IFB 20-019/JW

Warranty and Spec Sheets

Service Policy Statement

❖ **Warranty Repairs:**

Furuno USA will repair equipment under warranty for a period of two (2) years for parts and labor from date of purchase or installation. **The warranty start date may not exceed eighteen (18) months from the original date of purchase by a dealer from Furuno USA** and applies to new equipment properly installed and operated in accordance with Furuno USA's published instructions.

Any products returned by mail or parcel service must be securely packaged and sent pre-paid to Furuno USA. Insurance is recommended but not required. Please be advised that Furuno USA is not responsible for any damage incurred during shipping. The serial number of the unit and/or a copy of the original sales receipt must be provided to confirm warranty status. Repairs are completed on a first-come, first-served basis.

Equipment repaired by Furuno USA under warranty will be returned by the same method of shipping received. However, if the unit is sent to Furuno USA via U.S. Mail we reserve the right to return it via another method. Furuno USA discourages using the U.S. Mail due to the ineffectiveness of tracking many of these shipments. **Furuno will pay up to Three Day Shipping cost only. One or Two Day delivery may be requested at the dealer or customer's expense. Incoming freight to Furuno USA, is not covered by our warranty.**

Any item that has been returned to Furuno USA, for warranty repair and is found to be working properly may be billed for a minimum of one (1) hour labor at \$100/hour even though the equipment may still be within the warranty period. If a repaired unit is returned to the dealer and does not work, a Furuno USA Service Manager should be notified immediately. Any claims submitted for repairs on equipment received from the Furuno USA Service Department without the specific authorization by a Furuno USA Service Manager will not be honored.

❖ **Furuno Limited Warranty:**

Only an Authorized Furuno USA dealer can perform warranty repairs. Furuno USA's Limited Warranty provides a two (2) years parts and labor guarantee on all products from the date of purchase or installation, not to exceed eighteen (18) months from original date of shipment by Furuno USA. **Magnetrons and Microwave devices (MICS) are limited to one (1) year parts and labor. Transducers are limited to two (2) years parts only warranty. Please note that any cost associated with transducer replacement, other than the cost of the transducer itself, is specifically excluded from this warranty. MaxSea products are specifically excluded from this warranty. See separate "MaxSea Limited Warranty."** Products or components represented as being waterproof (as defined by the US Coast Guard waterproof specifications CFR46) are guaranteed to be waterproof for two (2) years.

This warranty covers defects in material or workmanship only. Sea trials, boat haul-out, equipment removal and reinstallation, and adjustments, alignment and calibration normally made during installation set-up are not covered. Routine maintenance or replacement of consumable items such as fuses, lamps or recording paper are not covered by this warranty. Problems relating to accident, negligence, abuse, misuse, improper installation, power spikes, vandalism, or water ingress are **not** covered. Non-factory approved alterations, modifications or improper opening/repair by a non-Authorized Furuno Dealer may void this warranty. Damage that occurs due to acts of God, such as lightning or flood, is not covered. Shipping damage is also not covered under warranty and should be addressed in accordance with the shipping policies of the Carrier Company. ***This warranty does not cover incorrectly specified products or transducers, incorrect transducer installation, transducer aeration complications, RF interference from/due to improperly installed equipment, existing onboard electrical system noise, stray voltages, chart cartography discrepancies, and units subjected to and/or connected to the incorrect voltage supply level or voltage type. The warranty policy does not cover LCD products that exhibit faulty pixels that are within technical specifications as determined by Furuno or Furuno's approved LCD supplier. Installations not in accordance with the guidelines outlined in the Furuno Operator/Installation Manual will nullify the warranty.*** This limited warranty does not extend to any unit that has been modified or altered by anyone other than Furuno USA or to any unit that the serial number has been removed, defaced or changed.

Modifications for performance upgrades (software) will not be covered under warranty unless otherwise stated in a bulletin or where Furuno USA determines it necessary for the proper operation and function of the unit. In the event a modification is needed to insure proper use, operation or safety, Furuno USA will choose to either perform the work in our shop or provide the dealer with the part(s) and make an allowance for dealer labor costs if the unit is under warranty.

If there is any question regarding warranty status, contact the Warranty Administrator or Service Manager at Furuno USA with the model and serial number of the unit to determine if the unit is under warranty. If not registered, the dealer must have the equipment owner provide a **proof of purchase showing purchase place, invoice, date, model and serial number or installation invoice with same information.** The dealer must then submit a properly filled out NMEA Warranty Claim Form to the Warranty Administrator at the Camas facility within thirty (30) days from the date of repair.

❖ **Warranty Limits:**

Warranty repair limits on RADAR, NAVNET, SONAR, Autopilots, SATCOMS, GMDSS and GMDSS compliant SSB radios are as follows:

Onboard time: Maximum of four (4) hours at dealer shop rate not to exceed \$100.00/hour
 Travel time: Maximum of two (2) hours at dealer shop rate not to exceed \$50.00/hour
 Travel expense: Maximum one hundred (100) miles roundtrip at \$0.48/mile

Warranty limits on Sounders and Navigational Equipment/Plotters with a 10" screen or above (FCV292, FCV295, FCV1100, FCV1150, FCV1200/BB), MU Monitors, BBFF3, DFF3 and the FS1503 are as follows:

Onboard time: Maximum of two (2) hours at dealer shop rate not to exceed \$100.00/hour
 Travel time: Maximum of two (2) hours at dealer shop rate not to exceed \$50.00/hour
 Travel expense: Maximum of one hundred (100) miles roundtrip at \$0.48/mile

Warranty limits on all equipment listed below have a maximum of two (2) hours at dealer shop rate not to exceed \$100.00/hour with no travel time or expenses.

BBFF1, DFF1	FCV600L, FCV620	GP1650W/D/F/DF/NT	LH3000
BBWGPS/ GP330B	FM3000	GP1850W/D/DF/NT	LS4100, LS6100
C500, PG500, PG1000	FMD1832	GP7000F/NT	NX300
FCV582L, FCV585	FMD19X0C	90D & GP150/D	PB100 / PB150
GP32/37	RD30	BBWX1	

Please inquire with the Warranty Administrator regarding any equipment or accessories not listed above. Expenses for meals, tolls, launch services, docking fees, aircraft or vehicle rental, ferries, lodging, local taxes, taxis or public transportation, etc. are specifically not covered. Customs fees, shipping, communication charges and service agent costs are specifically excluded from coverage and the sole responsibility of the owner. In addition, warranty does not cover fees associated with hauling, shipping or towing a vessel to an Authorized Furuno Dealer.

Warranty labor rates are fixed and are not to be exceeded by overtime work. Work that may exceed warranty limits MUST have prior authorization from a Furuno USA Service Manager or Warranty Administrator in the form of an **authorization number.** Dealer contact with factory service and/or technical assistance in conducting warranty repairs is, under no circumstances, to be considered a waiver of the maximum hour limitation. Furuno USA's maximum liability shall not, in any case, exceed the contract price for the products claimed to be defective.

❖ **MaxSea Limited Warranty**

MaxSea International warrants that (a) the SOFTWARE will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt; and (b) any hardware accompanying the SOFTWARE will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of receipt. Any implied warranties on the SOFTWARE and hardware are limited to ninety (90) days and one (1) year, respectively. Some states do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you.

CUSTOMER REMEDIES. MaxSea International's entire liability and your exclusive remedy shall be, at MaxSea International's option, either (a) return of the price paid or (b) repair or replacement of the SOFTWARE or hardware that does not meet MaxSea International's Limited Warranty and that is returned to MaxSea International with a copy of your receipt. This Limited Warranty is void if failure of the SOFTWARE or hardware has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. These remedies are not available outside of the United States of America or Canada.

❖ **Warranty Service in Foreign Ports:**

Furuno USA's warranty is valid in foreign ports under the same terms, conditions and limitations of the USA version. **If warranty service is required while in a foreign port, the customer should contact the authorized Furuno agent in that area. They will, in turn, contact Furuno USA for authorization and assistance.** Payment and replacement of defective parts will be handled through Furuno USA. If there is no local Furuno agent, the customer must pay for the repairs and obtain a signed and dated copy of the invoice with a complete description of the repairs made and parts replaced. The invoice must also identify the model and serial number of the unit. Any defective parts must be retained by the customer for return to Furuno USA, along with the invoice for repair, to the attention of the Warranty Administrator. A check will be issued to the customer **for the amount within the Furuno USA warranty policy.** Defective parts will be reimbursed at Furuno USA's current dealer net price. These procedures should be explained to a customer who might contemplate travel to foreign ports.

In the event of a foreign flag vessel seeking warranty service at a US or Canadian port, please contact Furuno's Deep Sea Service Coordinator for authorization and assistance prior to attending the vessel.

❖ **Warranty Registration Process:**

Warranty Registration forms should be included with all Furuno products. In addition, authorized Furuno USA Dealers will have a supply of forms. After the installation has been completed and the customer is satisfied with the unit's operation, the Warranty Registration form should be completed by the installer and mailed to Furuno USA. Online Registration is also available on our web site at www.FurunoUSA.com.

Furuno USA Warranty is transferable, however, the original registration date will remain as the start of the warranty period.

Equipment warranties are filed by serial number. Whenever warranty inquiries are made, please have the serial number(s) available.

❖ **Warranty Labor Invoicing Procedure:**

The **NMEA Standard Warranty Claim Form** must be used for all warranty labor claims. Claims must be complete and mailed to Furuno USA to the attention of the Warranty Administrator. The NMEA Warranty Claim form should include the following: serial number, model number and vessel name, as well as the owner's name and address. A copy of the dealer's work order/service report must also be attached. **A detailed description of the failure and resolution must be included in this information.**

Warranty Claims missing information or submitted on anything other than the NMEA Standard Warranty Claim form will be rejected. Furuno USA will supply authorized dealers with these forms at no charge. Please contact the Warranty Department for these forms.

Warranty labor claims must be submitted within thirty (30) days of the repair. Claims submitted after this period may be rejected.

❖ **Warranty Parts, Equipment Replacement and Returns:**

Furuno USA invoices sent out with warranty replacement parts will usually indicate "Credit upon return of defective part". However, this credit is subject to the requirements and guidelines set forth in this service policy statement.

It is Furuno USA's option to either repair or replace any unit or part that fails within the limits of the Warranty Policy. Ordering a warranty replacement, serial number verification or receipt of an RMA number does not guarantee warranty credit on a returned item. Furuno USA reserves the right to inspect parts removed and replaced under a warranty claim. Defective units and parts should be sent freight prepaid to the Camas facility for inspection.

Furuno USA maintains the option of testing all parts or units returned as defective and returning non-defective parts or repaired units to the dealer without warranty credit. Furuno USA may return the part or unit to stock and credit the dealer less the shop check-out or restocking fee minus the cost of any missing items.

Parts used out of a dealer's stock for warranty repair will be replaced after factory evaluation. Do not invoice Furuno USA for these parts. Return the defective part(s) with a fully completed Return Material Authorization (RMA) form. Instructions for filling out the RMA request form and a copy of the form are available in the policy book and on the Dealer TechNet section of our website. A fully completed RMA form should identify the part being returned, the serial number and model of the unit repaired, **a detailed description of the nature of failure**, and what action Furuno USA is expected to initiate (credit or replacement). **Note that "Out of Box Failure" or "Defective" is not a sufficient explanation of the problem.**

If credit is requested, the Furuno USA invoice number, sales order number or P.O. number under which replacement parts were received must also be included. Without this information, processing cannot continue. **An RMA form without an authorized signature and RMA number is invalid.** Items that do not require an RMA form are as follows: Equipment sent back for repair, PCBs or software on the Exchange Program, Returns from FUSA requested Deep Sea Repairs, and Flyaway Kits. It is not necessary to return any part with a dealer cost of less than \$25.00. Simply complete a P101 tag and include it with the NMEA claim form indicating "Part Less Than \$25" and request either credit or replacement.

Furuno will pay up to Three Day Shipping cost only for parts ordered for warranty repair. One or Two day delivery may be requested at the dealer's expense.

All defective parts, including software, must be returned within thirty (30) days of the repair in order to be considered for warranty credit.

All replacement parts are covered by a ninety (90) day replacement warranty beginning from the date the part was sent from Furuno USA (note that this includes the dealer's shelf time). This also applies to exchange boards (see Exchange Board Program). Any failure of replacement parts must be reported to a Furuno USA Service Manager as quickly as possible. Upon return of a failed replacement part, indicate on the RMA request this is a "Parts Warranty" only and include a **detailed description of the failure**. **This warranty covers the replacement of the part only and does not cover reimbursement of any associated labor charges.**

If a dealer orders parts for a repair with the idea of "swapping parts" until the defective part is located, all opened (tried but good or not needed) parts will be subject to a \$50 shop retest or up to a 15% restocking fee. Any repairs that are required will be billed to the dealer. **Magnetrons, MICs, motors and cables that have been installed, but not used for a repair, or used for testing purposes may not be returned for credit.**

❖ Non-Warranty Repairs:

Non-Warranty repairs are on a time and materials basis. Furuno USA will provide, if requested, an estimate of repair charges at the shop labor rate of \$100.00 per hour (with a one hour minimum) whether the equipment is repaired or returned as received. If requested, defective parts that have been replaced will be returned when the equipment is returned. **Repairs are completed as received, on a first-come, first-served basis.**

Equipment sent to Furuno USA for repair must be sent freight prepaid. Insurance is recommended but not required (see Shipping Policy). Return shipping charges are added to the final bill. Unless requested otherwise, repaired equipment will be returned by the same shipping method used to send it to Furuno USA. However, if the unit is sent to Furuno USA via U.S. Mail we reserve the right to return it via another method. Furuno USA discourages using the U.S. Mail due to the ineffectiveness of tracking many of these shipments. Repairs are warranted for ninety (90) days from shipment date and are limited to the parts replaced by Furuno USA.

❖ **Exchange Board Program:**

The Furuno USA Exchange Board Program provides for a repaired printed circuit board at a reduced price in exchange for the defective PCB. Not all PCBs can be exchanged.

All boards are carefully inspected before they are considered for exchange. If boards are water damaged, charred, corroded, have lifted traces, substitute parts installed, and/or cracks, they will be returned as received or repaired on a time and materials basis. If equipment is under warranty, the defective board should be returned accompanied by a completely filled-out RMA form as indicated in the Warranty Parts section above. **If a board is being returned for Credit under the Exchange Board Program, the Return Parts Tag (P101) should be marked accordingly. The P101 tag should also include the disposition of the board (exchange with good board or credit for the invoice in which replacement parts were received). A detailed description of the nature of failure MUST be listed under comments (writing in "defective" or "exchange" is not an adequate description).** Any missing information may slow down or halt the credit process and the Exchange Board may even be returned without credit.

Exchange boards are covered by a ninety (90) day Replacement Warranty based on the original date of shipment from Furuno USA. Furuno USA maintains the option to repair, replace or refurbish at no charge any exchange board that fails within this period. Furuno USA will not reimburse any labor charges required to repair or replace the defective PCB. This warranty is void if repair attempts are made to an exchange board without authorization by a Furuno USA Service Manager, or if it was damaged by external circuits.

❖ **Parts Ordering:**

One of the functions of the Order Service/Parts Department is to provide prompt and accurate service to our Dealers when they need parts. It is essential that you have the nine (9) digit Furuno Part number available when ordering parts. If you do not have the nine (9) digit Furuno Part number, please fill out and fax a "Parts Research Request" form. Many PCBs have "type" numbers on them that have prefixes and suffixes that may prevent the part from working properly unless you specify the correct part number. It is also helpful to have the serial number of the unit to be repaired available if possible. For some units, it is imperative to know the serial number range in order for a correct part to be shipped.

Any questions or concerns, please contact our Warranty Department:

Furuno USA FAX: 360-833-5195
4400 NW Pacific Rim Blvd.
Camas WA 98607
Attn: Warranty Dept.

❖ **RMA Process:**

When returning items to Furuno USA for credit or warranty replacement you must receive an RMA number prior to returning the product. **RMA numbers are not required for repairs.** To receive an RMA number, an RMA request form must be completely filled out and faxed to Camas Service Department (360) 833-5195. **If a product is defective, do NOT write "Out of Box Failure" or "Defective" without including a detailed explanation of the problem.** The request will then be reviewed at Furuno USA and you will be notified of the decision. If the request is approved the RMA form will be faxed to you with an authorized signature and RMA number, normally within the same day. The RMA form will include all necessary information for proper credit to be issued. **A copy of the completed RMA form MUST be included with all products returned to Furuno USA with the exception of PCBs on the Exchange Program, Returns from FUSA requested Deep Sea Service, or Flyaway Kits.** It is no longer necessary to also include P101 tags for returns that have an RMA form. A P101 tag should still be used for PCBs and software on the Exchange Program.

An RMA number does not guarantee credit on a returned item nor does it guarantee there will not be a restocking or retest fee.

Products returned for credit without an RMA request form will not be processed until a form is provided by the dealer. If an RMA is not provided within a specified time frame, the product may be returned and the dealer will be billed for the return freight. A copy of the RMA request form is available in the policy book or on the Dealer TechNet section of our web site.

FURUNO

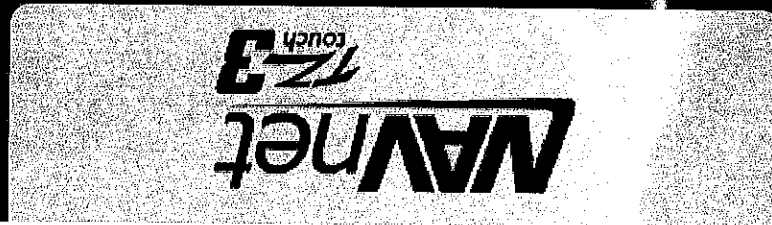
RETURN MATERIAL AUTHORIZATION (RMA) FORM

Date:	Unit or Part Being Returned:
Dealer:	
City/State:	Serial Number (if applicable):
Person Requesting RMA:	PO, Invoice or Sales Order Number:
FAX No:	I would like: <input type="checkbox"/> Credit <input type="checkbox"/> Replacement
Dealer Account No:	
If new/unused, has package been opened? <input type="checkbox"/> YES <input type="checkbox"/> NO	
REASON FOR RETURN Check → <input type="checkbox"/> Defective – (If so, check one) <input type="checkbox"/> Warranty <input type="checkbox"/> Non-Warranty	
-or- (Check one) <input type="checkbox"/> Refused <input type="checkbox"/> Not Needed <input type="checkbox"/> Customer Changed Order <input type="checkbox"/> Wrong Part Ordered <input type="checkbox"/> Ordered in Error <input type="checkbox"/> Other (specify): _____ Explain: _____ _____	
<u>MUST</u> BE FILLED OUT IF DEFECTIVE IS CHECKED ABOVE: Describe nature of failure: (if "Out of Box Failure", <u>EXPLAIN:</u>) _____ _____ _____ _____	
Please FAX to Furuno Camas Service Department for Authorization: (360) 833-5195. The completed form will be faxed back to your office. A copy of completed Return Material Authorization form <u>must</u> be included with all products returned with the exception of PCBs on the Exchange Board Program or Flyaway Kits.	
For FUSA office use only: RMA Authorized by: _____ Date: _____ Return to Camas, WA <input type="checkbox"/> Denton, MD <input type="checkbox"/>	RMA# ***An approved RMA must be filled in or this form is void
<i>It is Furuno U.S.A., Inc.'s option to either repair or replace any unit or part that fails within the limits of the Warranty Policy. An RMA number does not guarantee credit on a returned item.</i> <i>Any Product or Parts returned to FUSA may be subject to a Restocking or Retest Fee.</i>	

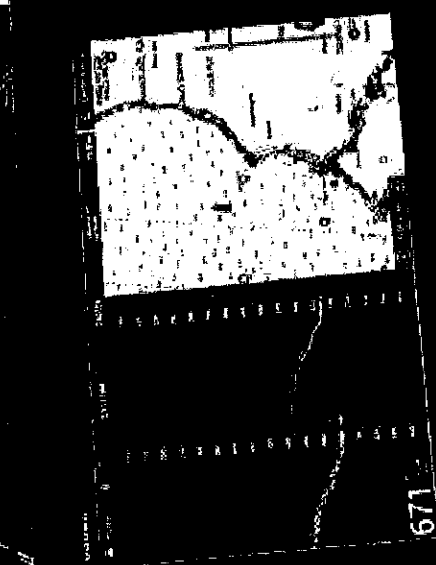
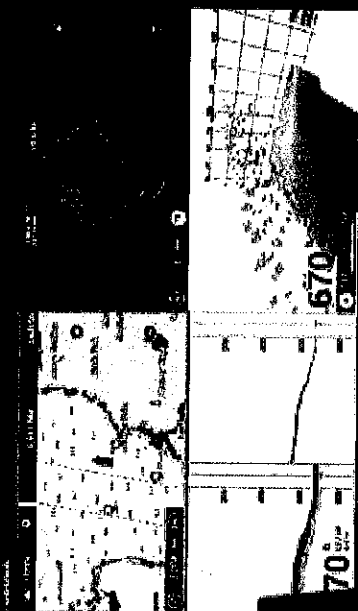
3000

POWER TRIP

FURUNO



Go on a **POWER TRIP** with the most powerful MFD series available.



TZT16F - 16" ALL GLASS IPS DISPLAY

This lightning-fast 16" Multi-Function Display features a sleek edge-to-edge glass display that delivers ultra-clear images from any angle. This MFD will not only make your helm functional but will also add style and ergonomics.

TZT19F - 19" ALL GLASS IPS DISPLAY

Experience navigation like never before with this stunning and powerful 19" Multi-Function Display. Imagine having one or multiple units on your helm, giving you a coming station that makes it look like you're the captain of a sci-fi spaceship!

TZT12F - 12" HYBRID CONTROL IPS DISPLAY

Hybrid controls enhance this 12" Multi-Function Display, making it easy and intuitive to use under any sea conditions. Rest your hand on the Rotokay as you crash through the waves, and navigate easily to your charted destination.



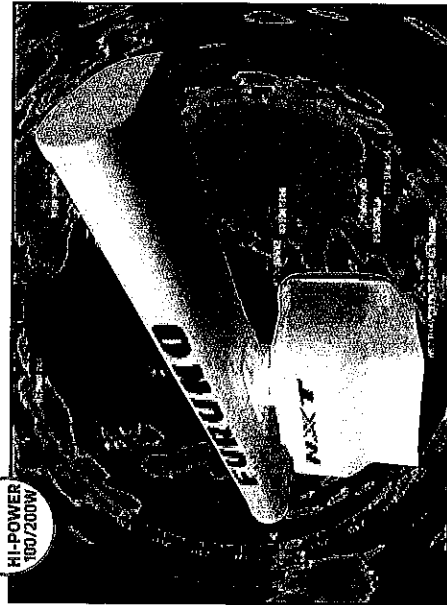
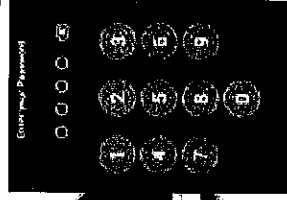
It has all **THE POWER** you've wanted... and more.

- More powerful quad-core processor for lightning-fast response
- Built-in Dual Channel 1kW TruEcho CHIRP™ & CW Fish Finder
- High-power 2/3/5kW* TruEcho CHIRP™ Fish Finder network amp
- Power-packed 100W & 200W NXT Solid-State Doppler Radars
- Deep water Multi-Beam Sonar for up to 300m depth & 200m side scan
- Large 19" and 16" multi-touch IPS display for maximum brightness
- Hybrid 12" display with RotoKey™ and buttons for added accessibility
- Pin Code Lock - require a password to access your TZtouch3 upon startup

*Connect a 5kW or 10kW transducer using BT-5; power output is 3kW

PIN CODE LOCK

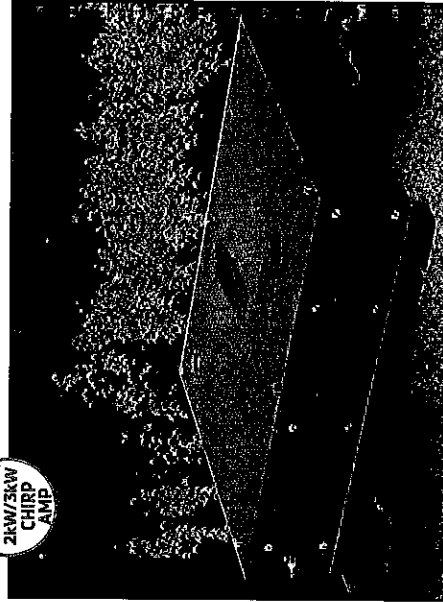
The new PIN CODE Lock feature allows you to require a four-digit password to be entered upon startup, keeping your data safe against theft.



NEW!
HI-POWER
100/200W

THE BENCHMARK FOR RADAR

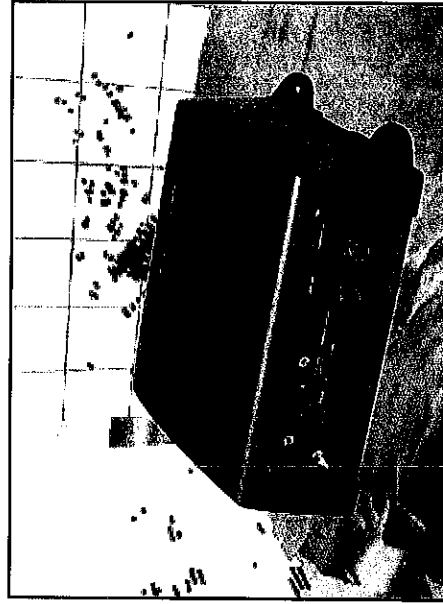
Furuno NXT Solid-State Doppler Radars pack power like never before. From the DRS4D-NXT dome to the new 200 Watt DRS25A-NXT open array, you will get dynamic features like Target Analyzer™, Fast Target Tracking™, Bird Mode, and Rain Mode.



NEW!
2kW/5kW
CHIRP
AMP

HIGH-POWER TruEcho CHIRP™ FISH FINDER AMP

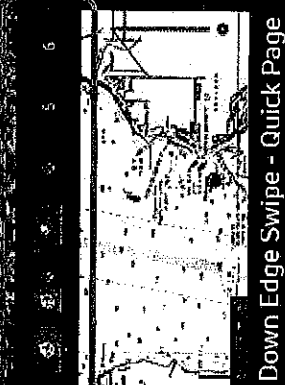
Introducing Deep Impact - DI-FFAMP, a new high-power TruEcho CHIRP™ Fish Finder amp designed specifically to work with NavNet TZtouch3. This 2kW or 3kW TruEcho CHIRP™ Fish Finder amp gets you down to the deepest waters to find your catch. You can even connect a 5kW or 10kW transducer! (BT-5 required)



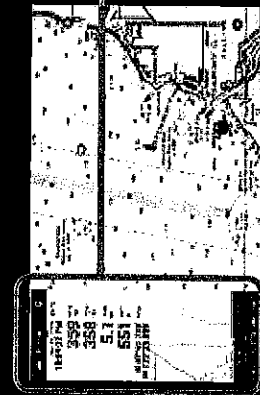
DEEP WATER MULTI BEAM SONAR

Imagine real-time 120° port-starboard up to 200m (over 650 ft.) depth and viewing of the water column and seabed directly under the boat 300m (nearly 1,000 ft.). The DFF-3D allows you to explore fishing spots and find fish in deep water faster than conventional single beam Fish Finders.

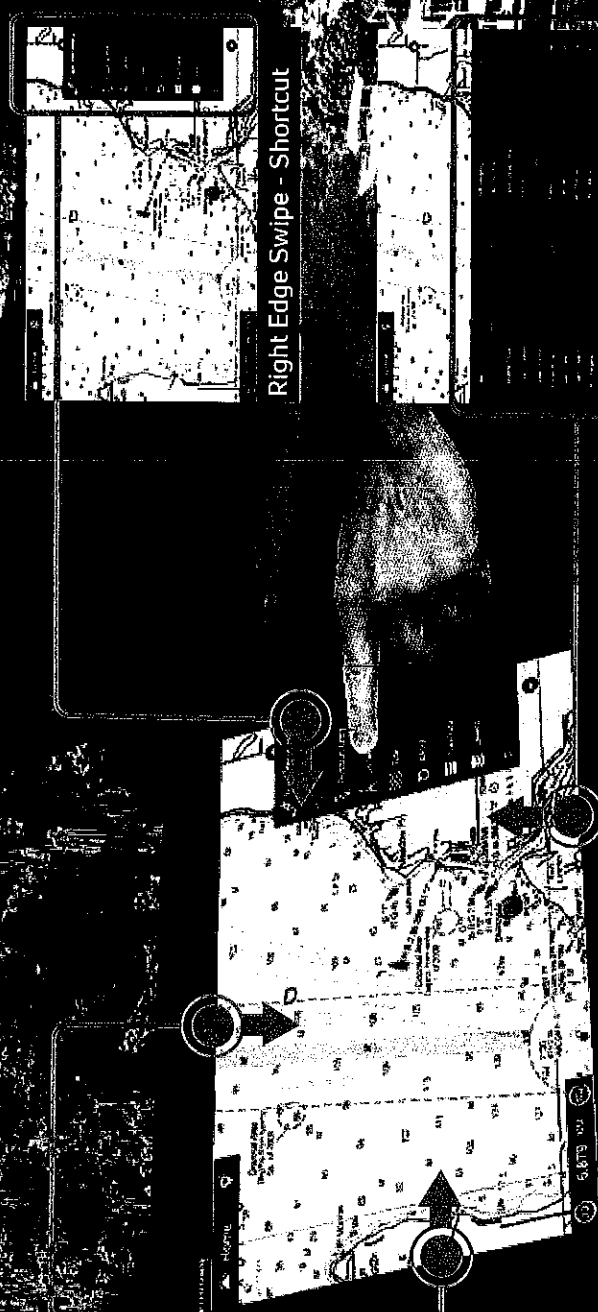
Because finding your
HAPPY PLACE
shouldn't be difficult.



Down Edge Swipe - Quick Page



Left Edge Swipe - NavData



Right Edge Swipe - Shortcut

Up Edge Swipe - Layers

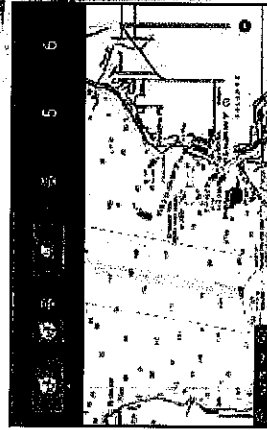
That's why we made it as **EASY TO USE** as your phone!

We listened to you and worked tirelessly to make TZtouch3 the easiest MFD on the market to use... bar none. With edge-swipe features and single tap menu options, you're never more than a tap or swipe away from what you want to see or do. It's that simple.



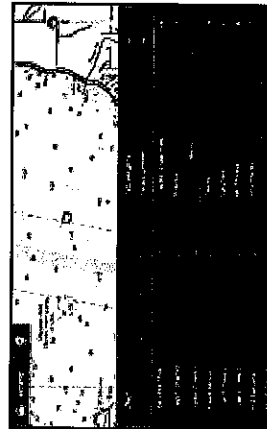
LEFT EDGE SWIPE - NAVDATA

Swipe from the left to bring up your NavData box. Access general NavData from the Data tab or App-specific data when on individual pages.



DOWN EDGE SWIPE - QUICK PAGE

Swipe down from the top to select your Quick Pages. Think of these as similar to your car stereo presets. Easily set your favorites with a long press.



UP EDGE SWIPE - LAYERS

Swipe up to view App Layers. Toggle commonly used items & layer them on your screen. Options change depending on which page is active.



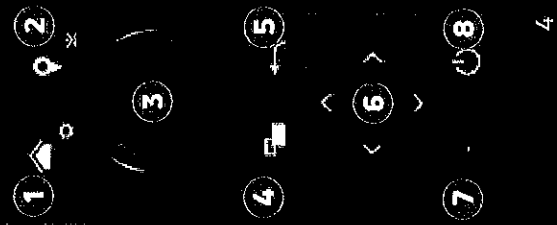
RIGHT EDGE SWIPE - SHORTCUT

Swipe from the right of the screen to bring up the menu of often-used functions, such as Tracks, Position Entry, Tides, ARPA, Fuel, CZone, and more.

12" HYBRID CONTROL DISPLAY

Captains who have smaller boats know that when you are crashing through the waves, it can be difficult to get an accurate tap on the screen. That's why we made our TZtouch3 12" MFD as a Hybrid Touch. You get the best of both worlds with a full multi-touch display and a handy, built-in keyboard that features a RotoKey™ cursor pad and dedicated buttons.

- 1 Short press: Home, Long press: Settings
- 2 Short press: Event, Long press: MOB
- 3 RotoKey™
- 4 Short press: Shift Screen Control, Long press: Full Screen
- 5 Cancel/Center
- 6 Cursor Pad
- 7 Short press: Function 1, Long press: Function 2
- 8 Power/Quick Access Page



When life throws a
CURVE

here's how you stay on course.

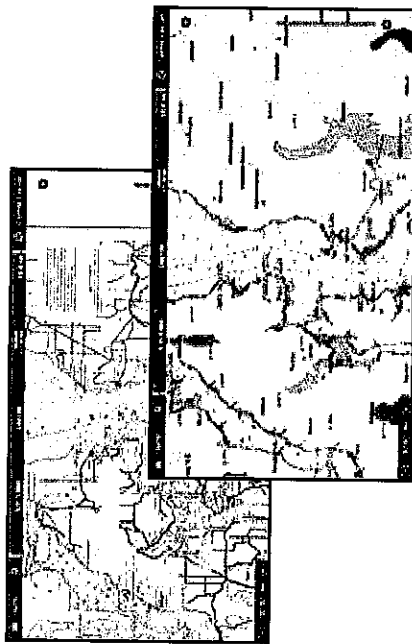
San Juan Islands by Mike Shultz courtesy of San Juan Islands Visitors Bureau

TimeZero™ Technology Is Faster Than Ever Before

TimeZero incorporates a fast quad-core processor so you can sail, plan, and zoom in/out completely smoothly & seamlessly. Plus, you can navigate in a 3D environment, offering you a realistic perspective and an expanded view of the area around your boat. The 3D chart perspective is perfect for planning and navigating routes

Here are all the **FEATURES YOU NEED** to make a good cruise great!

You will find them in every harbor around the world. Everyday people who refuse to be constrained by how far they can see. The ones who go all in, because of their love for being on the water. They've inspired us to build a Chart Plotter that is not inhibited by standard features. Rather, we've created a Chart Plotter with speed & performance that allows you to pursue what thrills you... on any course you choose.



MAPMEDIA VECTOR & RASTER CHART LIBRARY

Freely choose the charts that fit your individual needs. MapMedia brings an extensive library to your TZtouch3 and makes it easy to select raster, vector or fishing charts. C-MAP as well as "Datacore by Navionics" vector cartography are optional charts that can be easily unlocked. MapMedia cartography integrates cutting edge algorithms with high-resolution image processing techniques to deliver a fusion of digital navigation charts and satellite photography.



SATELLITE PHOTOFUSION™

Satellite photography is included in most MapMedia charts and accessed using PhotoFusion™. Land areas (zero depth) are completely opaque, displayed as satellite photos on the chart. As the depth increases, the satellite image is merged with the chart data to provide you with added detail on seabed areas in shallow water without losing vital chart information.



DEPTH SHADING

A depth color scale can be applied to both 2D and 3D vector and raster charts. Transparency levels can be adjusted, so that chart data is visible beneath the color shading. This feature allows you to view water depths at-a-glance with vibrant colors. No more searching for depth numbers, when you can easily set depths to your specified colors.

Welcome to your
GO ANYWHERE
 command center.

TZ CLOUD



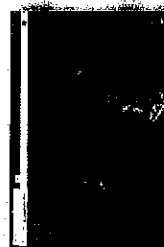
TZ PC Software



TZ iBoat iPadOS App



TZtouch3



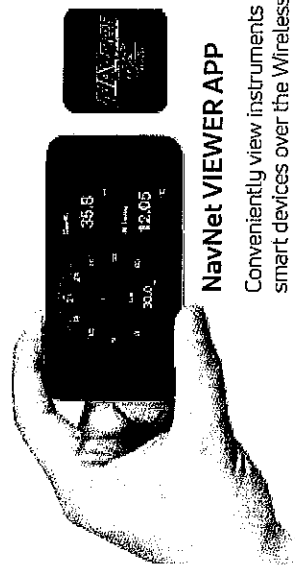
Cloud.MylTimezero.com

NEVER LOSE WAYPOINTS, ROUTES OR SETTINGS AGAIN WITH TZ CLOUD

Create your routes at home using TZ Navigator, a web browser*, or TZ iBoat iOS App. Then you can retrieve them from the cloud & download to your TZtouch3. Also, create events on your MFD and retrieve them at home because the data is synchronized automatically & securely to My TimeZero. TZ Cloud also stores marks, routes, boundaries, photos, and catch data! (*Cloud.MylTimezero.com: raster planning charts for US only)

An intelligent CONNECTION between boat and captain.

When you're out on the water, you want to be on top of your game. So, you train like the pros. You prep all of your equipment. And before you head out, you do your homework. The good news, TZtouch3 just made it all easier with TZ Cloud and the new TZ First Mate App.



NavNet VIEWER APP

Conveniently view instruments as well as the Fish Finder on your smart devices over the Wireless LAN network. Essential nav data such as Depth, Temp, Wind, COG as well as Engine info are accessible from the palm of your hand.



NavNet REMOTE APP

Take full control of your TZtouch3 in a whole new way. The NavNet Remote app allows you to operate and view your system with your smart devices remotely.

NavNet CONTROLLER APP

Also available is the NavNet Controller App, which allows you to control your TZtouch3 with a scroll pad, cursor pad, and dedicated keys.



TZ FIRST MATE APP KEEPS TRACK OF YOUR CATCH & LOCATION

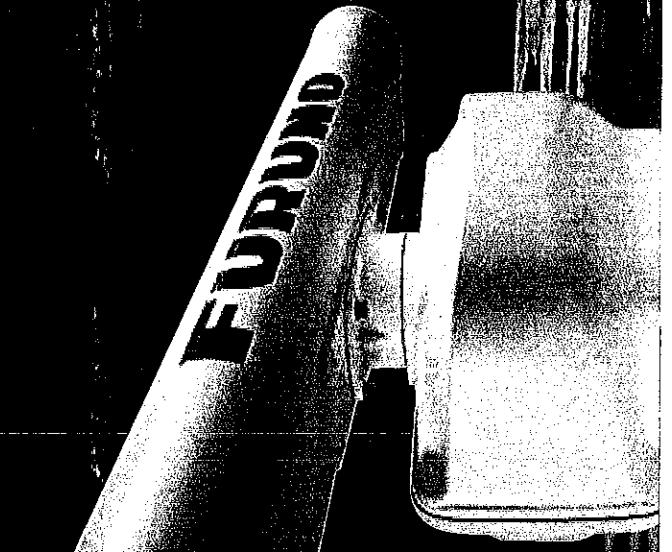


You put in blood, sweat, and tears finding the perfect hot spot, and guess what, it paid off! Wouldn't it be nice to make a note of what you caught and how big it was? Now your TZtouch3 display can do that when you drop an event mark. Choose the species, enter length & weight, and even take a picture with your phone. View & edit the marks on your smart devices with the TZ First Mate App, TZ PC Software, or TZ iBoat.

Take your adventure
FARTHER
knowing you will get home safe.

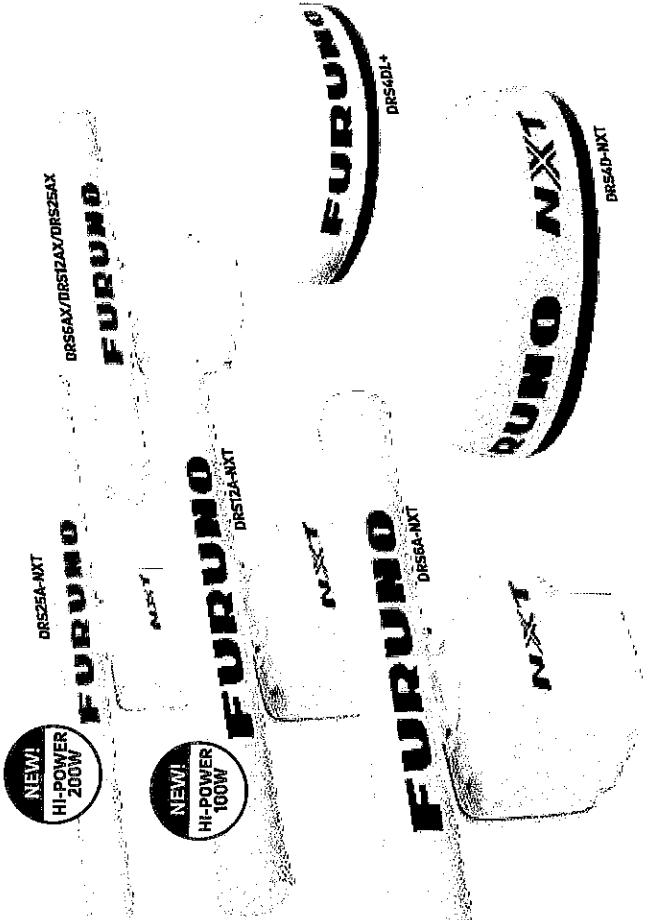
GO BOLDLY KNOWING THAT YOUR RADAR WILL GET YOU & YOUR FAMILY HOME SAFELY

When you're serious about adventure, you will no doubt find yourself navigating at night, moving cautiously in the fog, and probably dodging the occasional squall. The good news is that you will have Furuno's high-power Radar to guide you every step of the way. Both the NX1 Solist-Scan Doppler and the X-Class Radar's have you covered for watching storms with Rain Mode, monitoring hazardous targets with Target Analysis™, Fast Target Tracking™, and even finding birds with Bird Mode.



More power means **BETTER DETECTION** of all the targets around you!

Are you ready to go on a Radar power trip? Nowhere else will you find Radar as powerful or with the amazing target detection of Furuno's NXT and X-Class Radars. We juiced the power of our NXT Solid-State Doppler Radars to give you outstanding long-distance performance that matches their amazing close range ability.



	DOMES	OPEN ARRAYS - 3.5', 4', OR 6'		
NXT	DRS4D-NXT	DRS6A-NXT	DRS12A-NXT	DRS25A-NXT
X-CLASS	DRS4DL+	DRS6AX	DRS12AX	DRS25AX

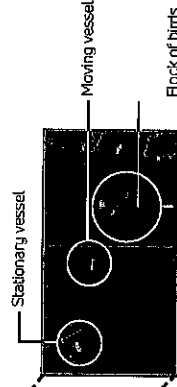
DUAL RANGE MODE

Simultaneous scanning technology allows dual progressive scan to display & update two Radar pictures, both long & short range. Autonomous control over gain & anti-clutter can be performed on each Radar presentation. This can be used to have one screen with the gain set to locate birds and buoys, while you use the other Radar screen to navigate. (Not available with DRS4DL+)



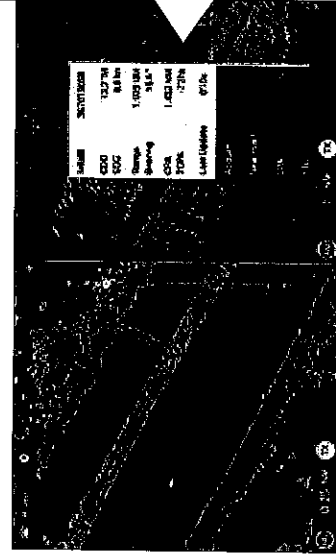
BIRD MODE

Bird Mode works by automatically adjusting the gain & sea settings for optimal visibility.



TARGET ANALYZER™

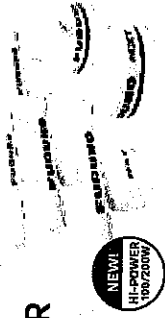
Target Analyzer™ function displays targets that are approaching your vessel & automatically changes color to help you identify potentially dangerous targets. Green echoes are targets that are stationary or are moving away from you, while red echoes are hazardous targets that are moving towards your vessel. Target Analyzer™ improves situational awareness and can increase safety by showing you which targets to watch. (Available with NXT Radars only.)



AIS TARGET TRACKING

When connecting an FA-40/70/170 AIS or FM-4800/4850 to your TZtouch3, AIS targets can be tracked & displayed on the Radar screen. The Automatic Identification System (AIS) improves safety during travel by sharing the status & position of your vessel with other AIS-equipped vessels nearby.

RADAR



Radar Sensor
DRS4DL+/DRS4D-NXT
DRS6A/72A/75A NXT
DRS6A/72A/75A X-Class

NEW!
HI-POWER
100/200W

FISH FINDER



External Fish Finders can also be connected to TZtouch3. You can select which one to use from the settings menu.



Fish Finder
DFF1-UHD/DFF3



Bottom Discrimination Fish Finder
BBDS1



Multi Beam Sonar
DFF-3D



TruEcho Chirp™ 2.5kW Amp*
DI-FFAMP

AIS



AIS Receiver
FA-40



Class-B AIS Transponder
FA-70



Class-A AIS Transponder
FA-170

WEATHER/ PC PLOTTER



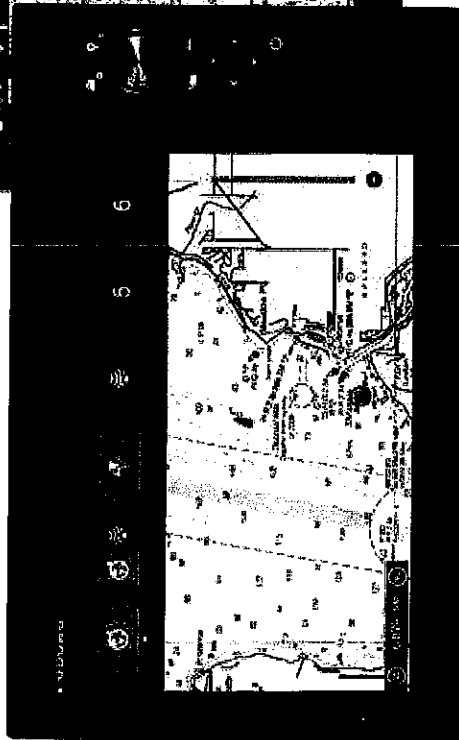
TZ PC Software



Network Weather
Faximite Receiver
FAX-30



Network Satellite Weather
and Radio Receiver
BBWX42



TZT16F
16" Multi Touch

OTHERS



Marine Entertainment System
Fusion APOLLO Series, etc.



IP Camera

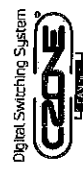


Analog Camera



Thermal Camera

TZT12F
12" Hybrid Multi Touch



Digital Switching System
CRONE



GPS
Internal Antenna
TZT12F/TZT16F

CONVERTER



NMEA Data Converter
IF-NMEA2K2



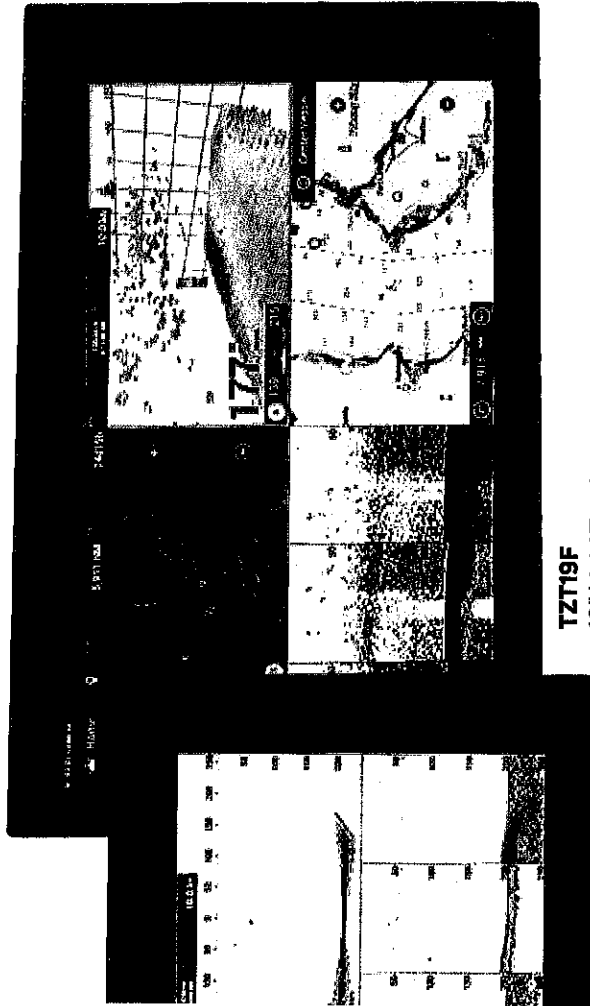
Analog NMEA Data Converter
IF-NMEA1

NavNet TZtouch3 Network/Products Lineup



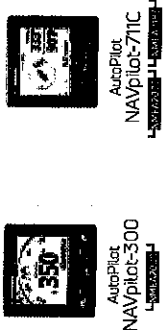
NavNet TZtouch3 is NMEA 2000 certified. NMEA2000 offers improved data transfer rates and true plug-and-play operation.

*1 Optionally connect a 5kW or 10kW transducer to DI-FFAMP using BT-5
*2 SiriusXM weather coverage is currently available only in U.S. and Canada. SiriusXM subscription required.



TZT19F
19" Multi Touch

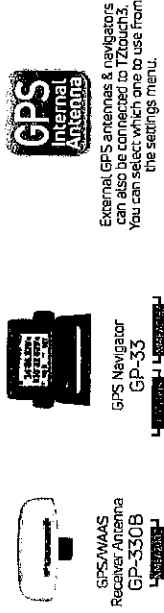
AUTOPILOT



COMPASS



GPS

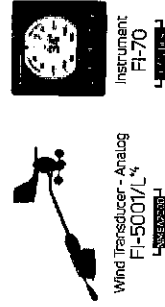


External GPS antennas & navigators can also be connected to TZtouch3. You can select which one to use from the settings menu.

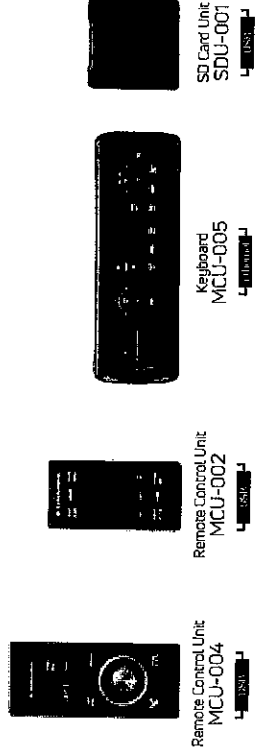
SENSOR



INSTRUMENT



OPTION



Internal 1kW TruEcho CHIRP™ Fish Finder

Interface Connection Legend

- Ethernet 100 Base-T Connection
- CAN bus
- Can bus or NMEA2000 Connection
- NMEA0183 Connection
- Video Connection
- Analog Connection
- USB Connection

*3 220WX available only in U.S. and Canada. *4 Requires IFNMEA-IF Data Converter.

We gave you something
TO CHIRP
about!

FURUNO

mcx
Anti-roll Gyro Stabilizers

NEW!
2kW/3kW
CHIRP
AMP

GO DEEPER WITH MORE POWER THAN YOU THOUGHT WAS POSSIBLE

You spoke. We listened. And now we deliver anti-roll with 3 times the power of our internal 1kW TruEcho CHIRP Fish Finder. For many, this is the perfect Fish Finder, but for some, they need even more. So, we proudly bring you **Deep Impact** (DI FFAMP), a high-powered 2kW/3kW amplifier that connects to the internal TruEcho CHIRP Fish Finder. But if that's not enough, Deep Impact allows you to connect a 5kW or 10kW transducer with the BT-5.

Go big or go home!

We're pushing fishing TECHNOLOGY to its limits and it feels good.

Welcome to the future of high-powered, deep dropping, full-featured Fish Finders. We're not talking about your daddy's Fish Finder. We took our commercial fishing know-how and put it into TZtouch3, giving you capabilities that a recreational line of Fish Finders has never seen.

Reach unfathomable depths with Deep Impact!



FIND MORE FISH WITH TruEcho CHIRP™

The internal 1kW TruEcho CHIRP™ Fish Finder inside TZtouch3 is designed to operate across a wide range of frequencies utilizing a broadband transducer and delivers significant advantages to signal clarity & target definition. Due to the constant sweeping of frequencies, it is capable of gathering more & higher quality data than traditional Fish Finders.

DEEP IMPACT TruEcho CHIRP™ AMP

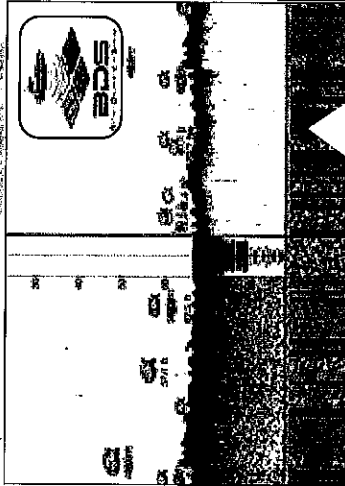
High-powered TruEcho CHIRP is available for TZtouch3 by interfacing the Deep Impact (DI-FFAMP) to the internal Fish Finder. Deep Impact boosts your power to a 2/3 kW CHIRP Fish Finder. High-powered TruEcho CHIRP ensures that your echoes come back strong & clear at every depth range, displaying fish targets and bottom structure with amazing clarity.



ACCU-FISH™ FISH SIZE ANALYZER*

The ACCU-FISH™ algorithm analyzes echo returns in order to compute individual fish size. The algorithm is capable of calculating fish size ranging from 10 cm up to 199cm (>4' to <7'8") long. Fish depth can also be displayed.

In some instances, fish size indicated on the TZtouch3 may differ from its actual size. Please carefully read the operator's manual before utilizing this feature.



BOTTOM DISCRIMINATION DISPLAY*

Bottom Discrimination provides detailed information about knowing the make-up of the seabed & categorizing it into four different categories: Rocks, Gravel, Sand, and Mud. The make-up of the seabed can be tremendously helpful information when looking for fishing grounds, as well as for finding favorable anchoring spots.

**Feature works with certain transducers. Check to ensure your transducer is compatible.*



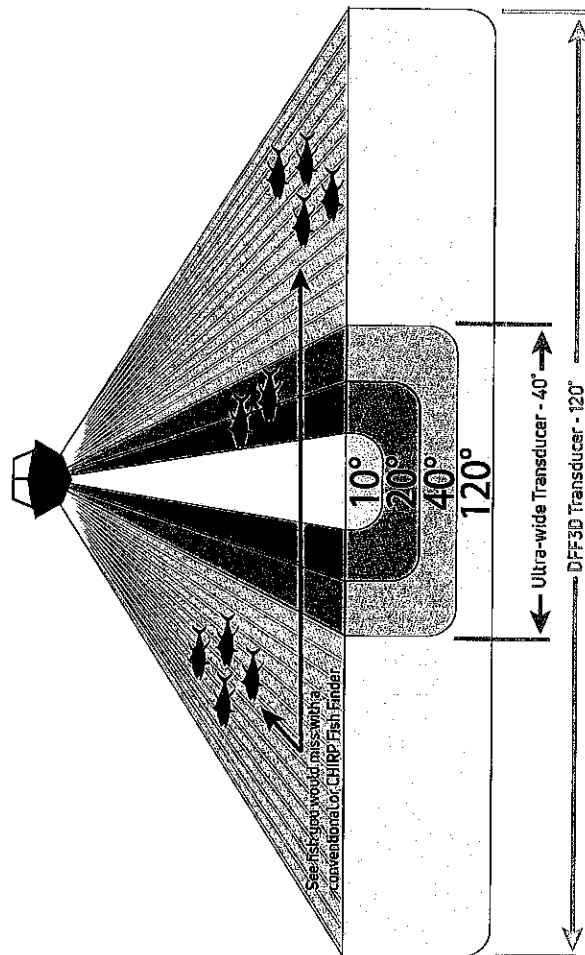
ADDITIONAL FISH FINDER OPTIONS

In addition to the built-in Fish Finder, you can also connect the DFF3, BBDS1, or DFF-3D via Ethernet.

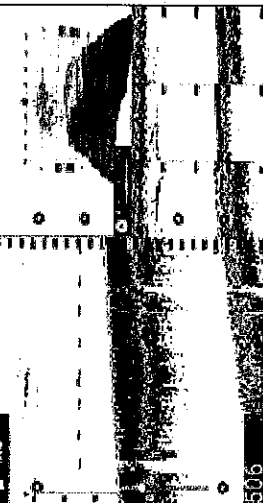
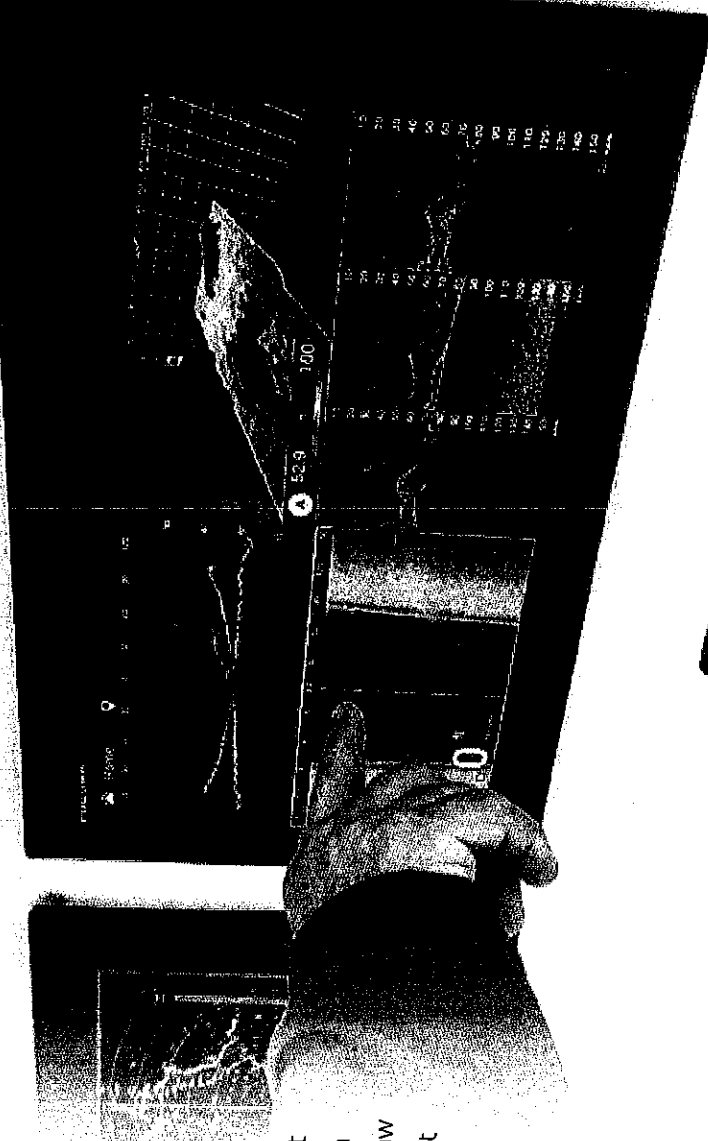
More power to see 120° PORT-STARBOARD

giving you an edge over the competition.

Normal down-sounding Fish Finders have a beam angle of 40° or less. But with the DFF-3D Multi Beam Sonar, you see 120° port-starboard for 200m (650+ ft). Plus, with the power of the DFF-3D, you can see fish directly below the boat 300m (nearly 1,000ft). When you match this with the Deep Impact TruEcho CHIRP™, you'll have the ultimate fishing machine!



The DFF-3D Multi Beam Sonar operates at 165kHz, giving you fantastic depth penetration while still displaying echoes in high-resolution. Compared to a 40° ultra-wide transducer, you will see 3-times the area around your boat, helping you to find fish you might have otherwise missed. Plus, you can see which side of the boat they are on!

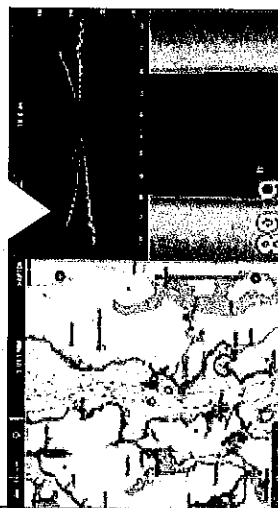


USE DFF-3D WITH YOUR FISH FINDER

This is a powerful combination that helps you get on the fish like never before. Use your standard Fish Finder on low-frequency to go deep (left side of the screen) and then use the DFF-3D for your high-frequency to see fish in the water column. With the 3D History and Triple Beam Modes, you can easily see which side of the boat the fish are located, so you know where to drop your line.

EASILY SEE WHERE TO DROP LINES

When you find fish, you can quickly drop a mark on your Chart Plotter for a return drift. Then looking at the DFF-3D's Cross Section and Side Scan Modes (right side of the screen), you can easily determine which side of the boat the fish are on, how deep they are, and how far out from the boat they are swimming. It's almost like you have a tracker attached to them!



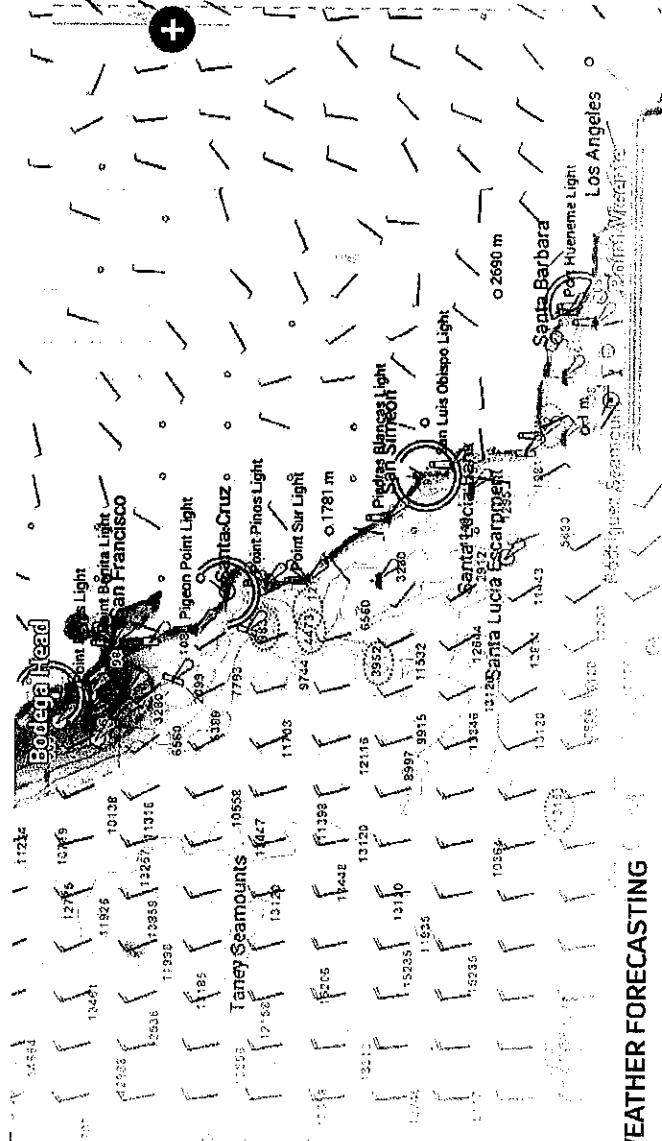
Build the ultimate NAVIGATION SUITE customized to your specific needs.

The beauty of NavNet TZtouch3 is its scalability - systems can be as big or small as you need. Add, change or remove AIS, VHF, Compass, Weather and other sensors as needed to dial in your dashboard, whether fishing, cruising or sailing.

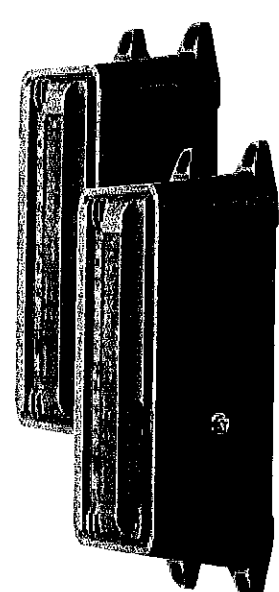
MARINE WEATHER FORECASTING

The weather tool is completely free & easy to use, giving you unlimited access to weather forecasts worldwide 24 hours a day provided by NavCenter. Select the coverage you want, what type of data you need and for what time period, then you simply download the data.

Also available on TZtouch3 is the BBWX4 SiriusXM Satellite Weather Receiver. Get up-to-date weather info/forecasting, plus play your favorite SiriusXM Satellite Radio channels. (US & Canada only)

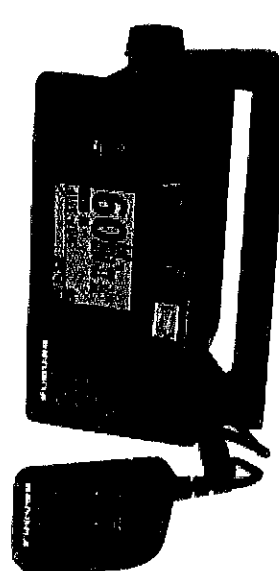


(((Sirius XM)))
MARINE



FA-40 AND FA-70 AIS

The FA-40/70 AIS receives the vessel name, call sign, position, COG, SOG, and other useful information from surrounding vessels. The FA-70 is a Class-B+ AIS that transmits your vessel information at higher power & faster rates than typical Class B units for added awareness. SOTDMA guarantees an AIS time slot allocation, making you visible in congested waters.



FM-4800/4850 VHF/DSC/GPS/AIS/HAILER

The FM-4800/4850 is a marine VHF Radiotelephone with built-in Class D DSC, GPS Receiver, AIS Receiver, and Simplified Loud Hailer with intercom. Its built-in AIS Receiver can be used to overlay AIS targets on your TZtouch3 & the GPS receiver can be used for a backup.



SCX-20 SATELLITE COMPASS

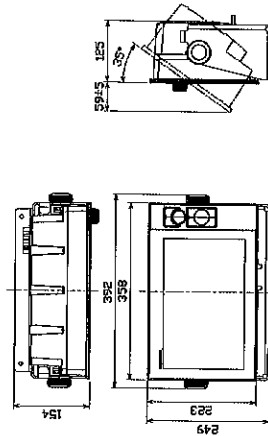
The SCX-20 enhances the performance of onboard TZtouch3 sensors such as Radar, Chart Plotters, Fish Finders, Sonar, and Autopilot. The unprecedented quad antenna design of the SCX-20 makes it capable of calculating extremely accurate heading, pitch, roll, and heave information.

Specifications

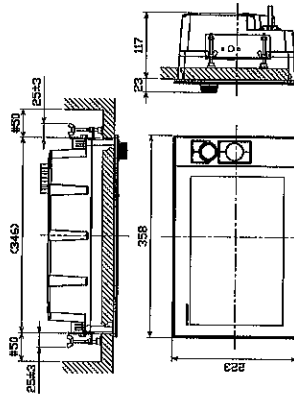
NavNet TZtouch3

NavNet TZtouch3 MFDs			TZT12F	TZT16F	TZT19F
DISPLAY UNIT					
Type	12.1" Wide	Color TFT multi touch In-Plane Switching (IPS) LCD		15.6" Wide	18.5" Wide
Screen Resolution	WXGA 1280 x 800			FHD 1920 x 1080	FHD 1920 x 1080
Screen Brightness	900 cd/m2 (typical)			1000 cd/m2 (typical)	900 cd/m2 (typical)
Display Colors		16,770,000 colors (Chart Plotter), 64 colors (Radar/Fish Finder)			
GPS/WAAS					
Receiver Type		GPS 72 channels, SBAS 1 channel (C/A mode, WAAS)			
Receiving Frequency		L1 (1575.42 MHz)			
Time to First Fix		100 s (cold start)			
Accuracy		10 m (GPS), 7 m (MSAS), 3 m (WAAS)			
Position Update Interval		0.1 s (10 Hz)			
CHART PLOTTER					
Cartography		MapMedia nm3d chart (C-MAP/Navionics/NOAA)			
Memory Capacity		30,000 user points, 30,000 points for ship tracks, 200 planned routes (500 points per route)			
Alarms		Anchor Watch, XTE, Depth*, Speed, Sea Surface Temperature*, Trip Distance, Fuel Gauge*, Wind Alarm*, Boundary Alarm (*external data required)			
RADAR					
Display Modes		Head-up*, North-up*, Heading Input required.			
Echo Trail		Interval: 15 s, 30 s, 1 min, 3 min, 5 min, 15 min, 30 min and continuous			
Target Tracking		30 ARPA Targets			
Radar Alarms		Guard Zone, CPA, TCPA, Trigger, Video, Azimuth, Heading, Line			
FISH FINDER					
Transmit Frequency		CW: 50/200kHz CHIRP: 40kHz to 225kHz			
Transducer		300/600 W or 1 kW* *Matching box MB100 required for some FURUNO transducers.			
Display Range		2 to 1200 m, shift: 0 to 1200 m			
Extension Mode		ACCU-FISH™, A-Scope, Auto (Fishing/Cruising), RezBoost™, Bottom Discrimination, TruEcho CHIRP™			
Picture Advance		8 steps: x4, x2, x1, 1/2, 1/4, 1/8, 1/16, stop			
Fish Finder Alarms (option)		School of fish, School of fish for bottom lock			

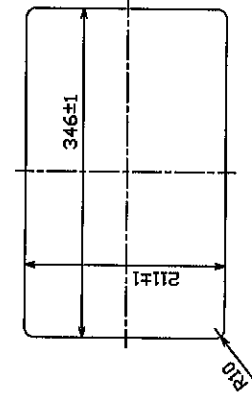
Multi Function Display (Tabletop Mount) TZT12F 5.6 kg 12.3 lb



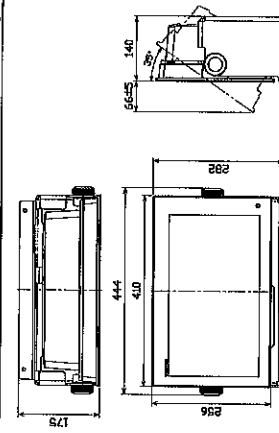
Multi Function Display (Flush Mount) TZT12F 5.1 kg 11.2 lb



Multi Function Display Flush Mount TZT12F Cutout Dimension

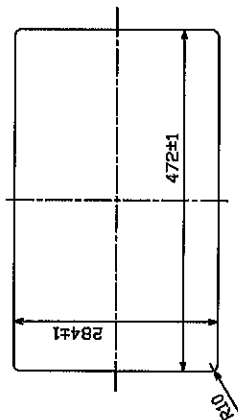
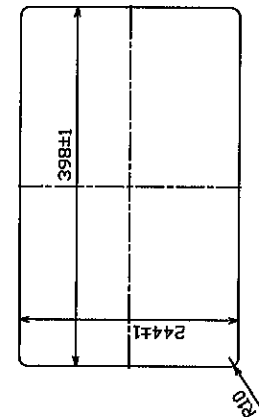
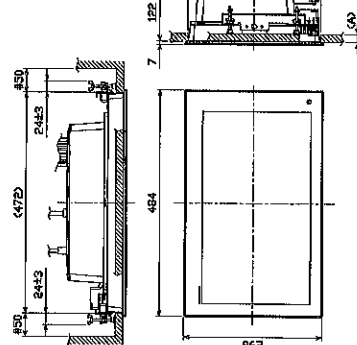


Multi Function Display (Tabletop Mount) TZT16F 6.7 kg 14.7 lb



NavNet TZtouch3 MFDs continued

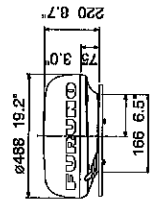
Multi Function Display	TZT16F	5.9 kg / 13.0 lb	Multi Function Display Flush Mount	TZT16F	Cutout Dimension
Multi Function Display	TZT19F	7.8 kg / 17.2 lb	Multi Function Display Flush Mount	TZT19F	Cutout Dimension



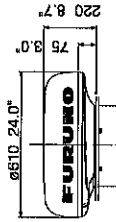
NavNet Series Radar

NavNet SERIES RADAR SENSOR						
DRS4DL+		DRS4D-NXT		DRS6A-NXT		DRS12A-NXT
DRS25A-NXT						
ANTENNA						
Type	ø480 mm Radome (19")		ø610 mm Radome (24")		ø1036 mm Open (3.5") 1255 mm Open (4") 1795 mm Open (6")	
Beam Width	Horizontal	3.9° typical (-3 dB) Adjustable between 2° and 3.9° (effective with RezBoost™ control)		2.3°/1.9°/1.35° (effective with RezBoost™ control)		ø1036 mm Open (3.5") 1255 mm Open (4") 1795 mm Open (6")
	Vertical	25°		22°/22°/22°		2.3°/1.9°/1.35° (effective with RezBoost™ control)
Antenna Rotation Speed	24 rpm		24°/736/48 rpm range coupled or 24 rpm fixed * In dual range mode, speed is limited to 24 rpm			
RF TRANSCIVER						
Frequency	9410 ± 30 MHz CH1: 9380 MHz (PON), 9400 MHz (QON) CH2: 9400 MHz (PON), 9420 MHz (QON) CH3: 9420 MHz (PON), 9440 MHz (QON)					
Pulselength & PRR	S: 0.08 µs/360 Hz (0.0625 to 0.5 NM) M: 0.3 µs/360 Hz (0.75 to 2 NM) L: 0.8 µs/360 Hz (3 to 36 NM)	PON: 0.08 µs to 12 µs/700 Hz to 2000Hz QON: 5 µs to 48 µs/700 Hz to 2000Hz	PON: 0.04µs to 12µs/ 700Hz to 2000Hz QON: 5µs to 48µs/ 700Hz to 2000Hz	PON: 0.04µs to 12µs/ 700Hz to 2000Hz QON: 5µs to 48µs/ 700Hz to 2000Hz		
Peak Output Power	4 kW	Solid-state, 25 W	Solid-state, 25 W	Solid-state, 100 W		
Range Scales	0.0625 to 36* NM	* In dual range mode, range is limited to 12 NM 0.0625 to 48* NM	* In dual range mode, range is limited to 12 NM 0.0625 to 72* NM	* In dual range mode, range is limited to 12 NM 0.0625 to 96* NM		
ENVIRONMENT						
Temperature: -25°C to +55°C, Waterproofing: IPX6			Temperature: -25°C to +55°C, Waterproofing: IP56			
POWER SUPPLY						
12-24 VDC, 2.1-1.0 A			12/24 VDC, 9.5/1.0 A		12/24 VDC, 9.5/1.0 A	

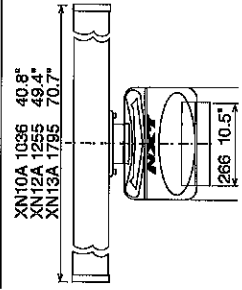
19" Radome Radar Sensor DRS4DL+ 5.7kg 12.7 lb



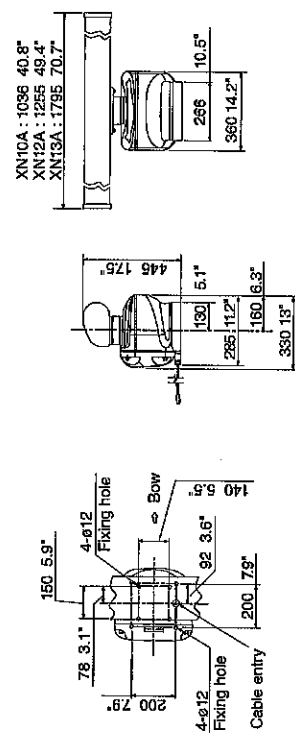
24" Radome Radar Sensor DRS4D-NXT 7.3kg 16.1 lb



3.5 ft Open Array NXT Radar 22kg 48.5 lb
4 ft Open Array NXT Radar 25kg 55.1 lb
6 ft Open Array NXT Radar 27kg 59.5 lb



NavNet SERIES RADAR SENSOR		DRS25A X-Class	
DRS6A X-Class		DRS12A X-Class	
3.5 ft Open Radar Sensor DRS6A X-Class 4 ft Open Radar Sensor DRS6A X-Class 6 ft Open Radar Sensor DRS6A X-Class		4 ft Open Radar Sensor DRS12A X-Class 6 ft Open Radar Sensor DRS12A X-Class 4 ft Open Radar Sensor DRS25A X-Class 6 ft Open Radar Sensor DRS25A X-Class	
24 VDC, 4 A		24 VDC, 4.5 A	
24 VDC, 5.6 A		24 VDC, 5.6 A	
6kW		12kW	
25kW		25kW	
0.0625 to 96 NM		0.0625 to 96 NM	
Temperature: -25°C to +55°C, Waterproofing: IP56		Temperature: -25°C to +55°C, Waterproofing: IP56	
24 VDC, 4 A		24 VDC, 4.5 A	
24 VDC, 5.6 A		24 VDC, 5.6 A	
3.5 ft Open Radar Sensor DRS6A X-Class 4 ft Open Radar Sensor DRS6A X-Class 6 ft Open Radar Sensor DRS6A X-Class		4 ft Open Radar Sensor DRS12A X-Class 6 ft Open Radar Sensor DRS12A X-Class 4 ft Open Radar Sensor DRS25A X-Class 6 ft Open Radar Sensor DRS25A X-Class	
20.0 kg 44.1 lb 21.0 kg 46.3 lb 23.0 kg 50.7 lb		21.0 kg 46.3 lb 23.0 kg 50.7 lb 22.0 kg 48.5 lb 24.0 kg 53.0 lb	



<p> NETWORK FISH FINDERS BBDS1 DFF3 DJ-FFAMP </p>	<p> DFF1-UHD </p>
--	--------------------------

Display Modes	Single (High or Low frequency), Dual (Both High and Low frequencies), Bottom-lock, Bottom-Zoom, ACCU-FISH™, Bottom Discrimination, Marker Zoom, A-Scope	Single (50 or 200 kHz), Dual (50 and 200 kHz), Bottom-lock, Bottom-Zoom, ACCU-FISH™, Bottom Discrimination, Marker Zoom, A-scope	Single (high or low), Dual (high and low), Bottom-lock, Bottom-Zoom, ACCU-FISH™, Marker Zoom, A-scope * with CASO/200-TT only	Single (High or Low frequency), Dual (Both High and Low frequencies), Bottom-lock, Bottom-Zoom, A-Scope
Frequency	Dual frequency 50 ±20 & 200 ±25 kHz	Dual frequency 50 and 200kHz	The synthesized transducer works with dual frequencies between 28 and 200 kHz	26.6 to 242 kHz
Broadband (CHIRP)	Available	N/A	N/A	Available 2 ch
Range Scale	Max. 1,200m	Max. 1200m	Max. 3,000m	Max. 3,000m
Output Power	1kW	1kW	3kW	2kW/3kW
ENVIRONMENT				
Temperature	N/A		-15°C to +55°C	
Waterproofing	IP55	IP20	IP20	IP22
POWER SUPPLY				
	30 W, 2.8-1.4 A	12-24 VDC	30 W, 3.5 A	12-24 VDC
		12 W, 1.1-0.4 A		43.1 W, 3.2-1.9 A
TRANSDUCERS (Specify when ordering)				
1 kW Broadband transducers by AIRMAR® 42-55 kHz (low), 130-210 kHz (high) CM265LH, B265LH (with temperature sensor) CM275LHW, B275LHW	600 W 50/200 kHz; 520-5PSD (Plastic, thru-hull), 520-5MSD (Bronze, thru-hull) 525-5PWD (Plastic transom) 525STD-MSD (Bronze, thru-hull with speed/temp sensor) 525STD-PWD (Plastic, transom with speed/temp sensor) 1 kW (Optional Matching Box, M81100 may be required) 50/200 kHz	1/2/3 kW 28 kHz 38 kHz 50 kHz 58 kHz 68 kHz 82 kHz 88 kHz 107 kHz 150 kHz 200 kHz 50/200 kHz	28F-8, 28BL-6HR, 28BL-12HR 38BL-9HR, 38BL-15HR 50B-6/6B, 50B-9B, 50BL-12HR, 50BL-24HR 68F-8H, 68F-30H 82B-35R 88B-8, 88B-10, 88F-126H 100B-10R 150B-12H 200B-5S, 200B-8/8B, 200B-12H 50/200-TT	2 kW Dual-Band CHIRP PM11LH, PM11LHW, R09LH, R09LHW, R11LH 2/3 kW Dual-Band CHIRP CM599LH, CM599LHW, CM599LM, R09LH, R09LHW, R09LM, R09LHW 2 kW Single-Band CW 28BL-6HR, 38BL-9HR, 50BL-12HR, 82B-35R, 88B-10, 200B-8/8B 3 kW Single-Band CW 28BL-12HR, 38BL-15HR, 50BL-24HR, 68F-50H, 100B-10R, 150B-12H 5 kW Single-Band CW* 28F-38M** 50F-38** 68F-12HR, 200B-12H 10 kW Single-Band CW* 28F-72** 50F-70**

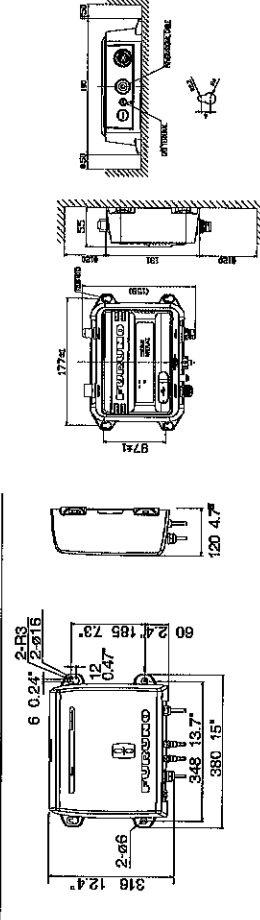
*Rated power of these transducer is 5/10 kW, but actual output power from DI-FFAMP is 3 kW.
**Booster Box BT-5 is needed for these transducers.

Technical drawing of the 1000 Series Control Panel. The front view shows a rectangular panel with a width of 255 10.0" and a height of 280 9.1". It features a central display area with a small indicator light and a control knob. The side view shows a depth of 90 3.54" and a height of 144 5.7". The top view shows a width of 218 8.62" and a height of 144 5.7".

Note: DI-FFAMP requires connection to the TZtouch3 Internal Fish Finder

NavNet Series AIS Receiver & Transponder

STANDARDS		AIS RECEIVER		CLASS-B+ AIS TRANSPONDER	
		FA-40		FA-70	
		IEC 60945 Ed 4 IMO MSC140 (76) ITU-R M.1371-5, EN 303 413 V11.1 IEC 62287-1 Ed 3.0, IEC 62287-2 Ed 2.0, EN 303 413 V11.1 EN 301 843-1 V2.2.1 IEC 60945 Ed 4+CORR.1, IEC 62368-1 Ed 3		IMO MSC140 (76) ITU-R M.1371-5, DSC, ITU-R M.825-3 IEC 62287-1 Ed 3.0, IEC 62287-2 Ed 2.0, EN 303 413 V11.1 EN 301 843-1 V2.2.1 IEC 60945 Ed 4+CORR.1, IEC 62368-1 Ed 3, IEC 62311 Ed 1+Ed 2	
TRANSPONDER UNIT*		*FA40: RECEIVER UNIT			
TX/RX Frequency (FA40: RX Frequency)		156.025 to 162.025 MHz			
Output Power		5W or 1W(SOTDMA), 2W(CSTDMA)			
Channel Spacing		25 kHz			
GPS RECEIVER					
Receiving Channels		12 channels, SBAS 2 channels, 14 satellites tracking			
Rx Frequency		1575.42 MHz			
Rx Code		C/A code			
Position Accuracy		13 m (2 dms, HDOP <= 4)			
INTERFACE					
NMEA0183	Input	ACA, ACK, AIQ, DTM, GBS, GGA, GLL, GNS, HDT, OSD, RMC, SSD, THS, VSW, VSD, VTG		ABM, ACK, AIQ, BBM, HDT, SSD, THS, VSD (ABM, BBM: SOTDMA only)	
	Output	ABK, ACA, ACS, ALR, GGA, GLL, RMC, SSD, TXT, VDM, VDO, VER, VSD, VTG		ABK, ACA, ACS, ALR, GGA, GLL, RMC, SSD, TXT, VDM, VDO, VER, VSD, VTG	
NMEA2000	Input	059392, 059904, 060160, 060416, 060928, 065240, 126208, 127250		059392, 059904, 060160, 060416, 060928, 065240, 126208, 127250	
	Output	059392, 059904, 060928, 126208, 126464, 126992, 126993, 126996, 126998, 127258, 129025, 129026, 129029, 129038, 129039, 129040, 129041, 129540, 129792, 129793, 129794, 129795, 129796, 129797, 129798, 129800, 129801, 129802, 129803, 129804, 129805, 129806, 129807, 129809, 129810, 129811, 129812, 129813 (*SOTDMA mode only)		059392, 059904, 060928, 126208, 126464, 126992, 126993, 126996, 126998, 127258, 129025, 129026, 129029, 129038, 129039, 129040, 129041, 129540, 129792, 129793, 129794, 129795, 129796, 129797, 129798, 129800, 129801, 129802, 129803, 129804, 129805, 129806, 129807, 129809, 129810, 129811, 129812, 129813 (*SOTDMA mode only)	





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SPECIFICATION SUBJECT TO CHANGE WITHOUT NOTICE

Catalog No. LIT-TZT-3XX
Printed in USA

SPECIFICATIONS OF FA-30

STANDARDS REFERRED

IMO Res. MSC.74 (69) Annex 3, ITU-R Rec. M.1371-2
IEC 61993-2 Ed.1 (Class-A AIS), IEC 62287-1 (Class-B CS-TDMA AIS),
IEC 60945 Ed.4, IMO Res. A.917 (22)

RECEIVING UNIT

RX Frequency 156.025 MHz to 162.025 MHz
Channel Spacing 25 kHz/12.5 kHz

INTERFACE

NMEA0183

Input: ACK, ACA, AIQ, DTM, GBS, GGA, GLL,
GNS, HDT, OSD, RMC, VBW, VTC, DSC,
DSE, ZDA, PFEC
Output (38.4kbps): VDM, VDO, ACA, ACS, ALR, TXT

Ethernet 10/100BASE-T

POWER SUPPLY 12-24 VDC, 1.2-0.6 A

ENVIRONMENT

Temperature (IEC 60945 Ed.4) -15 to +55 °C
Humidity (IEC 60945 Ed.4) +40 °C, 93%RH
Waterproofing (IEC 60529) IP20

EQUIPMENT LIST

Standard

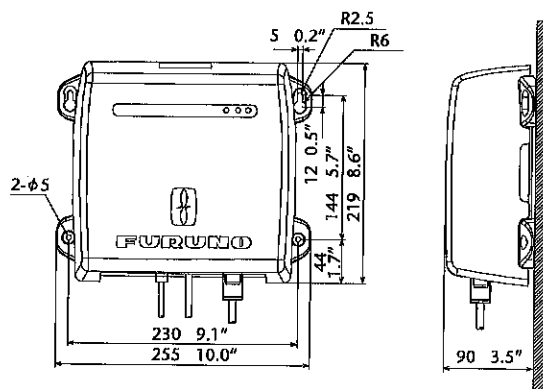
1. AIS Receiver FA-30
with a Power/Serial combined cable 1 unit
2. AIS Viewer Software FAISPC-MX 1 set
3. Installation Materials and Spare Parts 1 set

Option

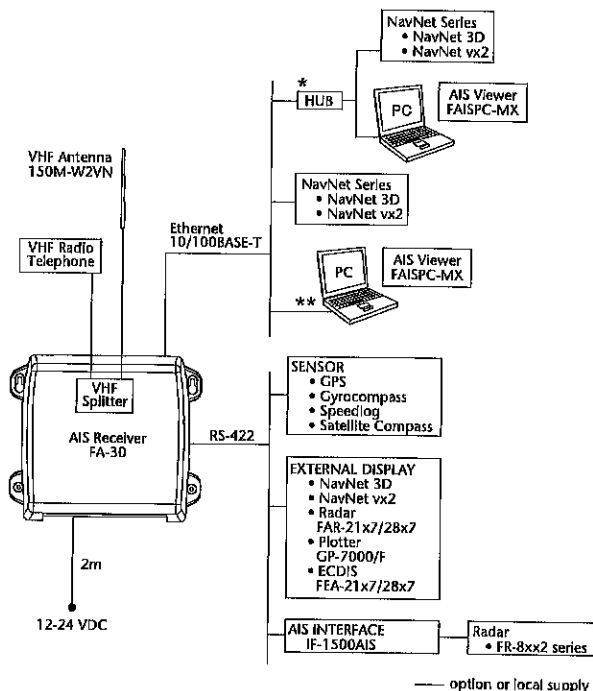
1. VHF Splitter Kit OP05-106
2. VHF Antenna 150M-W2VN
3. LAN Cable (2/10 m) for the connection with a PC
4. LAN Cable (1/5/10/20/30 m) for the connection with NavNet vx2

AIS RECEIVER

1.5 kg 3.3 lb



INTERCONNECTION DIAGRAM



* When using a hub that is not compatible with AUTO MDI/MDI-X, a straight cable will be needed for connection. (Most hubs available are compatible with AUTO MDI/MDI-X).

** A crossing cable should be used.

TRADEMARK REGISTERED MARCA REGISTRADA
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Fax: +7 812 766 55 52



08035U Printed in Japan
Catalogue No. N-867a



- ▶ A fluxgate magnetic sensor in conjunction with a solid-state angular rate heading
- ▶ Offers a high level of accuracy and stability : $\pm 1.0^\circ$
- ▶ Compact unit with L-bracket allows flexible installation
- ▶ Automatic magnetic field distortion correction* *Correction should be done first by manual.
- ▶ Provides precision heading data to Furuno CAN bus devices



What is CAN bus?

CAN bus is a communication protocol that shares multiple data and signals through a single backbone cable. You can simply connect PG-700 onto the backbone cable to expand your network onboard. With CAN bus, IDs are assigned to all the devices, and status of each sensor in the network can be monitored.

SPECIFICATIONS OF PG-700

- 1. Accuracy** $\pm 1.0^\circ$ (horizontal)*
*When magnetic field distortion corrected.
NOTE: Sensor accuracy depends on installation and other factors
- 2. Heading resolution** 0.1°
- 3. Follow-up** $45^\circ/\text{s}$ rate-of turn
- 4. Interface**
Port: CAN bus: 1
Output: Vessel Heading (127250),
Magnetic Compass Status* (065284),
ISO Acknowledgement (059392),
ISO Request (059904),
Address Claim (060928),
NMEA Acknowledge (126208),
PGN List (126464),
Product Information (126996),
Self Test Report* (130816),
Heading & Attitude Sensor Control Status* (130818),
Unit Division Code* (130822),
Browser Control Status* (130823),

Input:
(*:Furuno PGN)

Magnetic Compass Control Status* (065283),
Rate Gyro Data* (065285),
GMM Message* (126720, #4=4)
ISO Request (059904),
Address Claim (060928),
Self Test Group Function* (061184),
Memory Clear & Reset Group Function* (126720),
NMEA-Request & Command Group Function (126208)

ENVIRONMENT

Temperature: -15° to $+55^\circ\text{C}$
Waterproofing: IP55
POWER SUPPLY 12 VDC (9 - 16 VDC)

EQUIPMENT LIST

- Standard**
1. Heading Sensor PG-700
 2. Installation Materials Includes interface 6m cable:
M12-05BM+05BF-060 (19S1162)

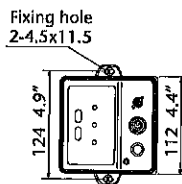
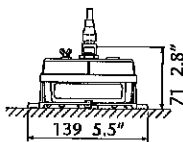
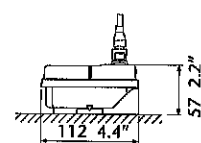
Option

1. Junction Box FI-5002
2. Interface Cable FI-50-DROP

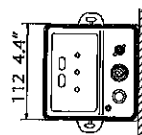
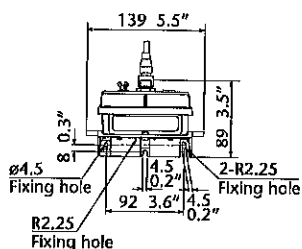
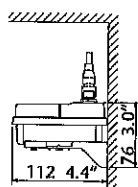
DIMENSIONS AND WEIGHT

PG-700
0.35 kg 0.77 lb

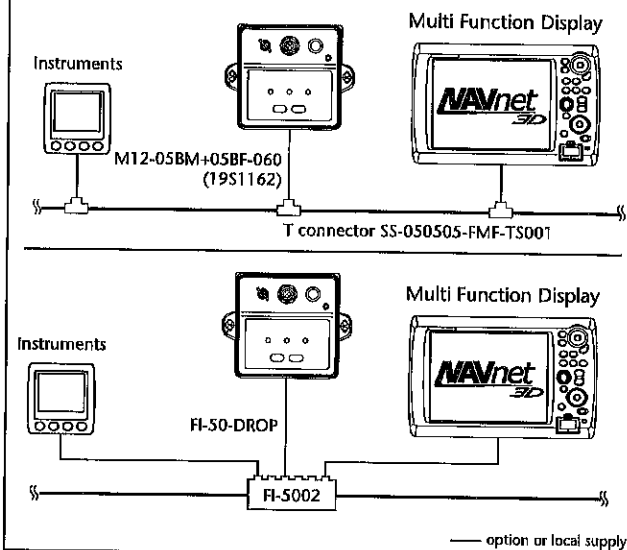
Floor mounting



Bulkhead mounting



INTERCONNECTION DIAGRAM



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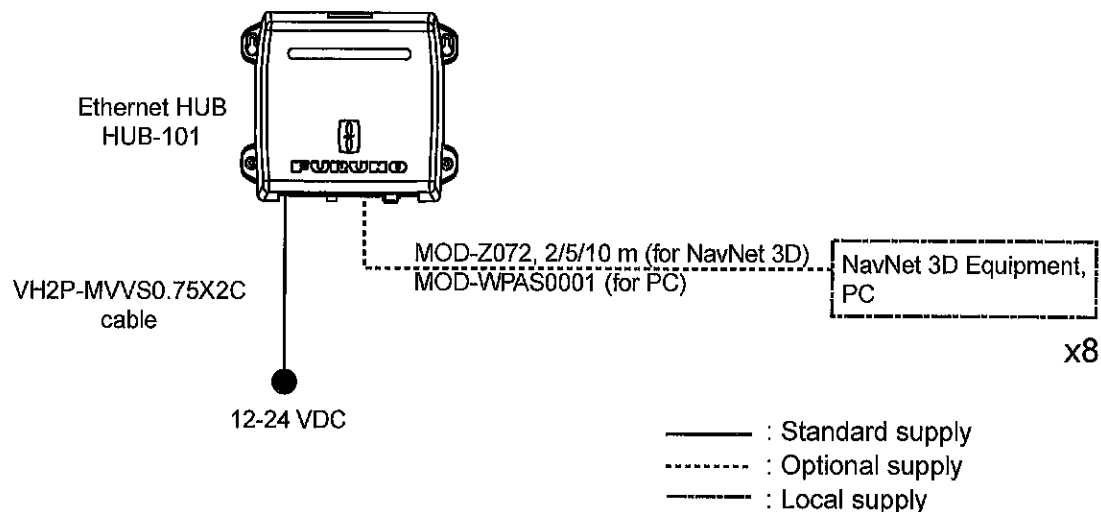


09083SS Printed in Japan
Catalogue No. M-1545



System Configurations

The HUB-101 Ethernet HUB uses an Ethernet interface (100BASE-TX/10BASE-T) to provide the network communication among the NavNet 3D equipments, and PC. Eight ports are provided on this HUB. Three HUB-101 can be installed in a LAN series.



Specifications ETHERNET HUB HUB-101

Transmission speed	Half-duplex/Full-duplex: 10 Mbps/100 Mbps	
I/O Ports	8 ports	
Environmental conditions	Ambient temperature	-15 to 55 °C
	Relative humidity	93% (at 40 °C)
	EMC	IEC 60945 Ed.4
	Dustproofing, waterproofing	IP20 (IEC 60529)
Power supply	12-24 VDC/0.5-0.25 A	
Body color	N2.5	

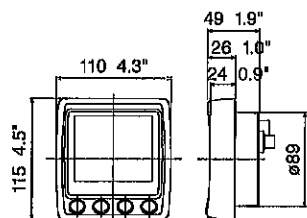
Equipment List

Name	Type	Code No.	Qty	Remarks
Ethernet HUB	HUB-101	-	1	
Installation materials	MOD-Z072-050+	000-167-176-10	1	LAN cable (for connection with NavNet 3D equipment)
	VH2P-MVVS0.75X2C	000-167-944-10	1	Power cable assy
	CP19-01101	001-027-250	1 set	Self-tapping screws (Type: 3x20, Code No.: 000-167-940-10)
Spare parts	SP19-00901	001-027-240	1 set	1.5A Fuses (2 pcs, Type: FGMB 125V 1.5A PBF, Code No.: 000-157-464-10)

FI50 Instrument Dimensional Drawings

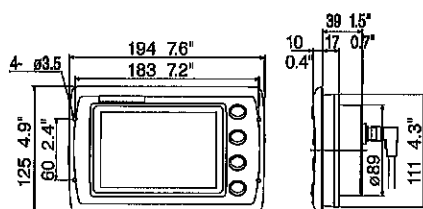
Instruments FI50 Series

0.3 kg 0.7 lb



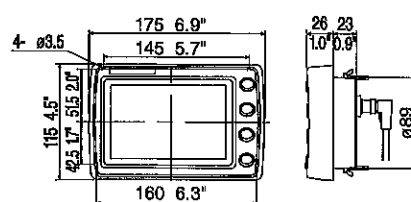
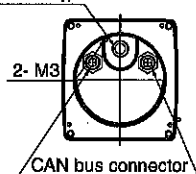
Instruments FI507 (Flush Mount)

0.5 kg 1.1 lb

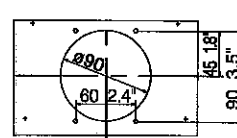
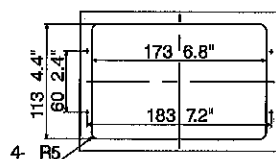
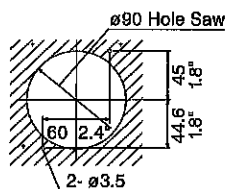


Instruments FI507 (Surface Mount)

0.5 kg 1.1 lb

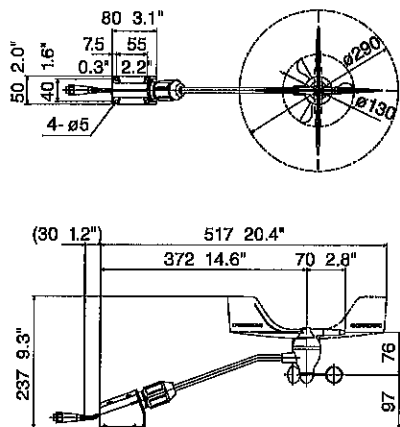
Wind sensor connector
(FI-501/502 only)

Cutout for flush mount



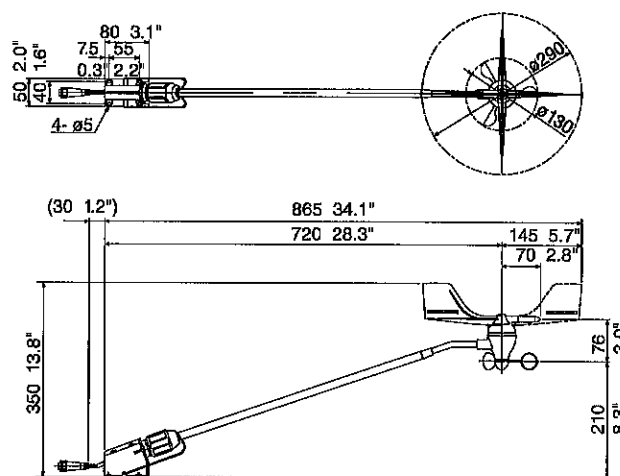
Wind Transducer FI5001

0.3 kg 0.7 lb



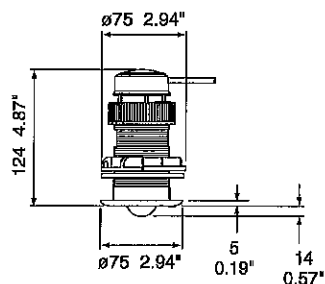
Wind Transducer FI5001L (Long Shaft)

0.4 kg 0.9 lb



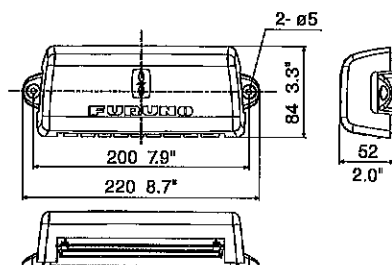
Depth/Speed/Temp Sensor DST800 (Option)

0.9 kg 2.0 lb



Junction Box FI5002 (Option)

0.3 kg 0.7 lb



Previous/Next

COMROD AV7

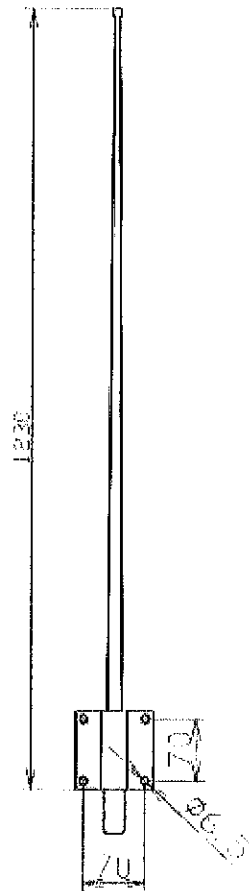
Marine VHF Antenna

Application:

AV7 is a high quality dipole antenna designed for the marine VHF radio telephone service. It is a high quality antenna with a durable construction and a beautiful finish for installation on all kinds of vessels.

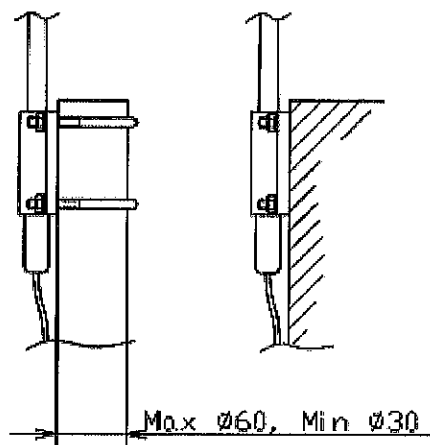
Electrical specifications:

Frequency range	156-162 MHz, VSWR < 1.5:1 145-165 MHz, VSWR < 2:1
Nominal impedance	50 ohm
Power rating	100 W
Gain	2 dbi
Pattern	Horizontal plane: Omnidirectional Vertical plane: See reverse page
Polarization	Vertical
Connector	UHF female is standard
DC-grounded	Yes



Mechanical specifications:

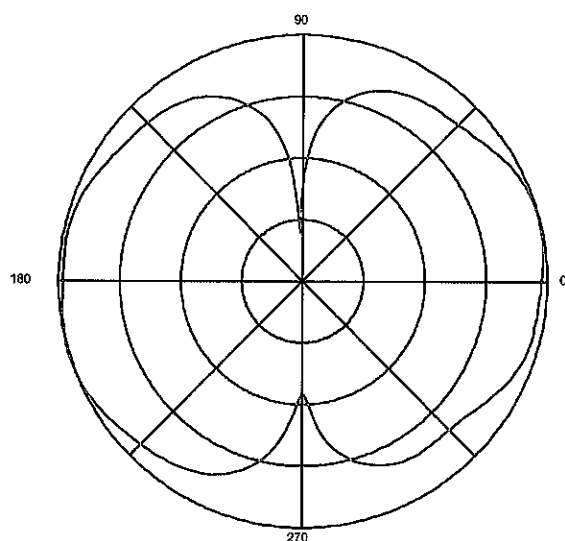
Design	Centered coaxial dipole. Radiating elements completely enclosed in polyurethane foam within a fiberglass tube. Mounting bracket in aluminium.
Height	1.25 m (4 ft)
Weight	1 kg, including U-bolts
Wind rating	55 m/s = 125 mph
Finish	Polyurethane lacquer, white
Temperature range	-55 °C, +71 °C; -67 °F, +160 °F



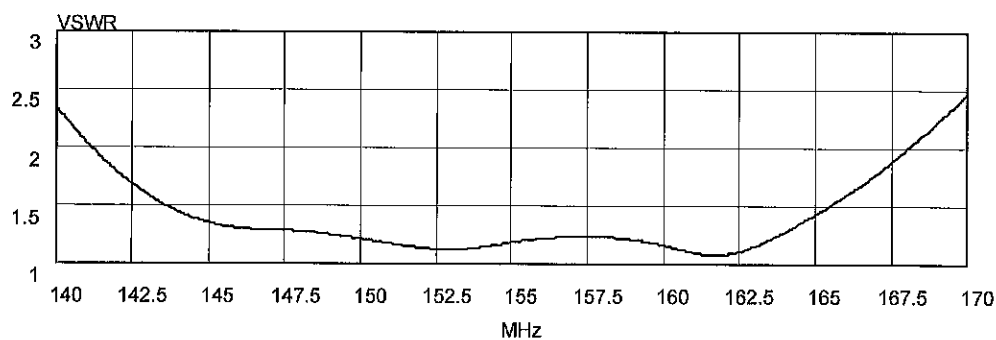
Mounting:

AV7 is easily mounted to the bulkhead by means of 4 holes in the aluminium bracket, or to a mast or tube with U-bolts. The tube may be horizontal or vertical. The U-bolts in stainless steel, are included.

Suitable cable: RG8, RG213 or similar.



Vertical radiation diagram
 $f = 160\text{MHz}$
40 dB dynamic range, 10dB/div



Standing wave ratio

SPECIFICATIONS OF GPS RECEIVER GP-330B

1 GENERAL

- 1.1 Receiving frequency 1575.42 MHz
- 1.2 Tracking code C/A code, WAAS
- 1.3 Number of channels GPS: 65 channels parallel, 12 satellites; WAAS: 1 channel
- 1.4 Accuracy GPS: 10m approx. (2drms)
WAAS: 3m approx. (2drms)
- 1.5 Position fixing time 60 s typical (cold start)
- 1.6 Tracking velocity 999 kn
- 1.7 Position update interval 1 s (standard), 0.1 s (minimum)

2 INTERFACE

- 2.1 Type of data CAN bus or NMEA0183 Ver.3.1 (selected by cable)
- 2.2 Data sentences (NMEA0183)
Output DTM, GGA, GLL, GSA, GSV, RMC, VTG, ZDA
- 2.3 CAN bus PGN (NMEA2000)
Input 059904, 060928, 126208/720
Output 059392, 060928, 065281/285/287, 126208/464/720/992/996/998
127258, 129025/026/029/033/044/538/539/540, 130822/823/944

3 POWER SUPPLY

12-24 VDC (10.8-31.2 V); 90-45 mA max.

4 ENVIRONMENTAL CONDITION

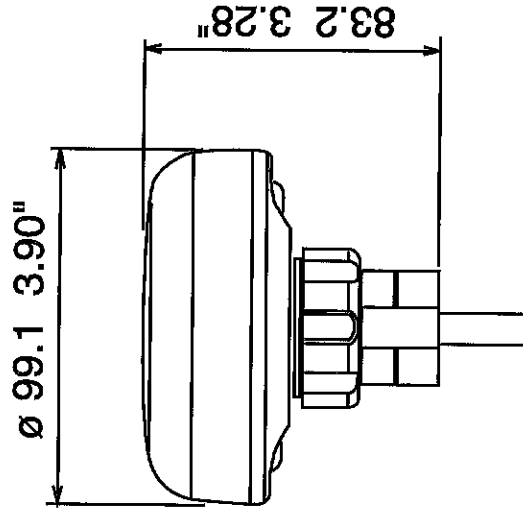
- 4.1 Ambient temperature -25°C to +55°C
- 4.2 Relative humidity 95% or less at +40°C
- 4.3 Degree of protection IP56
- 4.4 Bearing vibration IEC 60945 Ed.4

5 UNIT COLOR

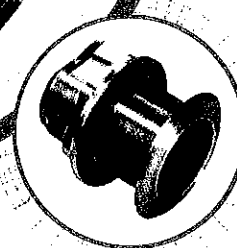
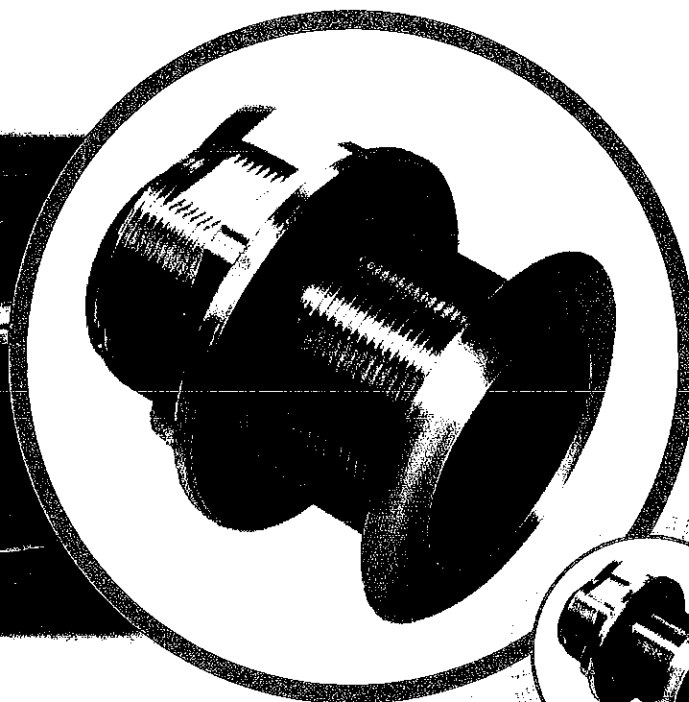
N9.5

GP330B Dimensional Drawings:

GPS/WAAS Receiver Antenna GP330B 0.22 kg 0.49 lb



B60 SS60



Stainless steel housing—SS60

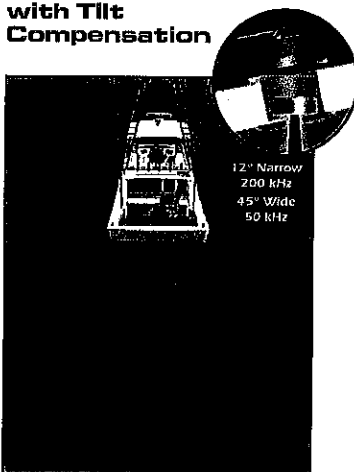
Coming to You at a New Angle!

The dual-frequency, 50/200 kHz, B60 and SS60, Tilted Element™ transducers are low-profile housings that compensate for the boat's hull deadrise. The innovative design tilts the ceramic element inside the transducer housing—a first in the industry!

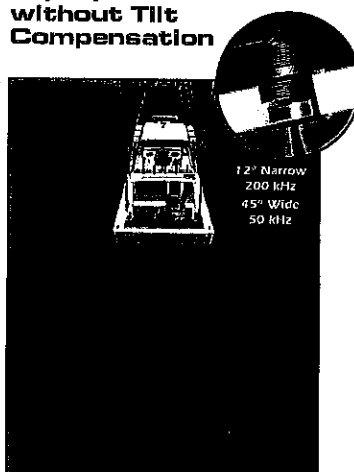
Flush With Results

With built-in deadrise compensation, performance is never compromised. This unique design offers professional and recreational boaters advantages similar to using a fairing block—but is installed nearly flush to the hull. On steep-deadrise hulls up to 24°, the beam is aimed straight down, resulting in strong echo returns and accurate depth readings.

Proper Installation with Tilt Compensation



Improper Installation without Tilt Compensation



In a proper installation the ceramic element is tilted inside the housing, which compensates for your boat's deadrise. This aims the beam straight toward the bottom, resulting in stronger echo returns and more accurate depth readings.

Tilted Element™ Thru-Hull 600 W

Fishing Applications

- Inshore or coastal fishing in shallow to medium depths
- Slow trolling, structure fishing, and drifting
- Deep-water lake fishing

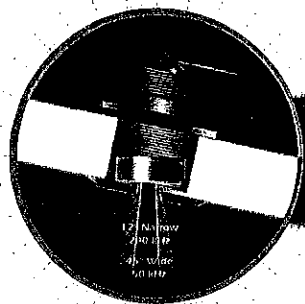
Features

- Fixed 20° tilted version for 16° to 24° hull deadrise
- Fixed 12° tilted version for 8° to 15° hull deadrise
- Fixed 0° tilted version for 0° to 7° hull deadrise (P319 plastic, B117 bronze, and SS565 stainless steel)
- Engineered for center-console and trailered boats
- Low-profile protrusion below the hull
- No affect on your boats running performance
- Bronze or stainless steel housings available
- Arrow on cap points toward keel when installed
- Built-in temperature sensor
- Boat Size: Up to 8 m (25')

AIRMAR®
TECHNOLOGY CORPORATION

Sensing Technology

B60, SS60



Technical Information

50/200 kHz-A		
Number of Elements and Configuration		
Beamwidth (@-3 dB)	45°	12°
RMS Power (W)	600 W	600 W
TVR	155 dB	164 dB
RVR	-174 dB	-184 dB
FOM	-31 dB	-21 dB
Q	28	31
Impedance	200 Ω	375 Ω

MAXIMUM DEPTH RANGE	
50 kHz	200 kHz
235 m to 353 m (800' to 1,200')	118 m to 206 m (400' to 700')

BEAM DIAMETER VS DEPTH		
Depth	50 kHz	200 kHz
9 m (30')	8 m (25')	2 m (6')
30 m (100')	25 m (83')	6 m (21')
122 m (400')	101 m (331')	26 m (84')
305 m (1,000')	252 m (828')	64 m (210')

TRANSDUCER COMPARISON			
Model	Power	Rating	Performance Increase
B60 SS60	600 W	Good	Benchmark model for comparison
B164 SS164	1 kW	Better	6 times more sensitive at 50 kHz 2 times more sensitive at 200 kHz
SS264N	1 kW	Best	50 times more sensitive at 50 kHz 13 times more sensitive at 200 kHz

Due to the wide beam of the SS264W, it has been omitted from the table.

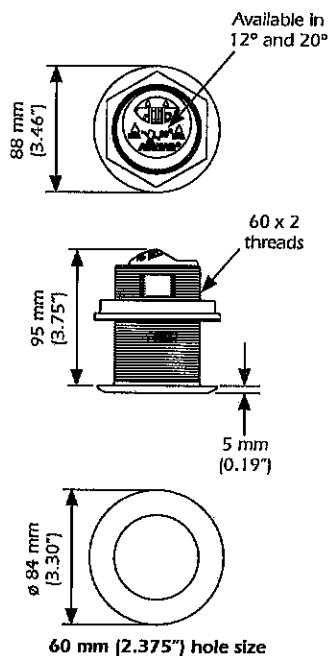
SPECIFICATIONS

Weight: 1.4 kg (3 lb)

Hull Deadrise: Up to 24°

Acoustic Window: Urethane

DIMENSIONS



Page 1 of 1

ORIGIN ID: HBYA (281) 479-1515
 JOSE LOPEZ
 MACKAY COMMUNICATIONS
 921 SEACO AVENUE

SHIP DATE: 02JUN20
 ACTWGT: 1.00 LB
 CAD: 101338908/NET4220

DEER PARK, TX 77536
 UNITED STATES US

BILL SENDER

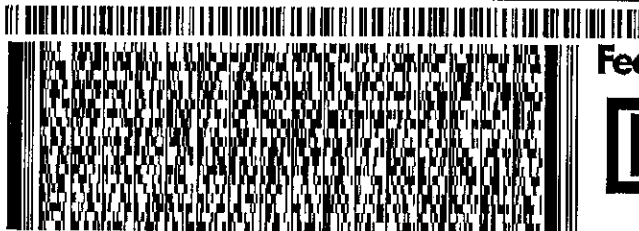
TO PURCHASING DEPT
 JEFFERSON COUNTY
 1149 PEARL STREET, 1ST FLOOR

BEAUMONT TX 77701

(409) 835-8593
 INV: 5500 282
 PO: RUTH/102237

REF: BID PACKAGE

DEPT: 5500 282



FedEx Express



JUN11/07DD/FE4A

WED - 03 JUN 10:30A

PRIORITY OVERNIGHT

TRK#
 0201

7706 0362 8824

43 BPTA

77701

TX-US IAH



RECEIVED 10:22 AM JUN 03 2020



A Division of Mackay Communications

Christopher J. Nelson
 Southwest Regional Sales Manager

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 Deer Park, TX 77536

christopher.nelson@mackaymarine.com

phone 281 479 1515
 cell 757 927 5026

www.mackaymarine.com



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

May 12, 2020

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 20-019/JW), Radar Systems for Jefferson County Sheriff's Office/Marine Safety Patrol.

Specifications for this project may be obtained from the Jefferson County website:
<https://www.co.jefferson.tx.us/Purchasing/> 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 or box. 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 (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Radar Systems for Jefferson County Sheriff's Office/Marine Safety Patrol
BID NO: IFB 20-019/JW
DUE DATE/TIME: 11:00 AM CT, Wednesday, June 3, 2020
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us. Bidders may submit technical questions regarding these bid specifications to Sgt. Billy Owens with the Jefferson County Sheriff's Office/Marine Safety Patrol at 409-718-0893 or bowens@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, Purchasing Agent
 Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – May 13, 2020 & May 20, 2020

IFB 20-019/JW

Radar Systems for Jefferson County Sheriff's Office/Marine Safety Patrol

Bids due: 11:00 AM CT, Wednesday, June 3, 2020

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* and two (2) bid copies; with all copies to include a completed copy of this specifications packet, in its entirety.

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 response being declared as non-responsive.

<https://www.co.jefferson.tx.us/Purchasing/>

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.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope or box shall also include 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 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.

The County requests that bid submissions NOT be bound by staples or glued spines.

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 – 2020:

January 1	Wednesday	New Year's
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 10	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veteran's Day
November 26 & 27	Thursday & Friday	Thanksgiving
December 24 & 25	Thursday & Friday	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 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 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder must clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 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

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.

4.13 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.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) original and two (2) bid copies; with all copies to include a completed copy of this specifications packet, in its entirety.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

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.

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>

Bidders 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)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

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

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must 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.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), 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; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

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

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations \$1,000,000

Excess Liability \$1,000,000

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 Section 9 Below)

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 8 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) regarding any questions or comments. Please reference bid number 20-019/JW.

Questions of a technical nature regarding these bid specifications may be directed to Sgt. Billy Owens with the Jefferson County Sheriff's Office/Marine Safety Patrol at (409) 718-0893 or email: bowens@co.jefferson.tx.us

Scope

Jefferson County is soliciting bids for the removal and replacement of radar systems on four (4) existing 29' SAFE Boats operated by the Jefferson County Sheriff's Office/Marine Safety Patrol.

All bids should be for brand new, completely unused equipment.

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.

Instructions to Bidders (Re: Brand Reference / Equivalent Item Bids):

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

► Bidders Submitting Bids for Exact Make/Model as specified:

Bidders offering the exact make/model as specified, MUST attach TWO (2) COPIES of the MANUFACTURER SPECIFICATIONS (to include full warranty terms).

► Bidders Submitting Bids for Alternate/Equivalent Items:

Bidders may submit bids on alternate/equivalent items, but MUST attach TWO (2) COPIES of the MANUFACTURER SPECIFICATIONS (to include full warranty terms) for any alternate at the time of the bid.

Bidders offering alternate/equivalent items MUST ALSO submit an ITEMIZED COMPARISON documenting equivalence for dimensions, quality, performance, and features of the products offered. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

Technical Specifications

Vendor will provide the removal of existing Furuno System on four (4) Existing 29' SAFE Boats.

Vendor will provide all material and labor for installation of four (4) New Complete Furuno Radar Systems (listed below) **-or-** Equivalent Systems.

Vendor will provide and install complete Furuno Radar Systems as listed (or Equivalent):

- Furuno TZ Touch 3 Model TZT12F + Dash Mounting Bracket
- Furuno DRS4DNXT Radar
- Furuno FA 30 AIS
- Furuno PG 700 Heading
- Furuno HUB 101
- Furuno FI5002 J Box
- Furuno Comrod AIS Antenna
- Furuno GP 330B GPS Antenna
- Furuno SS 60-10f Transducer

Misc. Materials:

All NMEA Cables, Connectors, Wiring, Etc. necessary to install each system on 29' SAFE Boat as described.

Freight:

All products delivered by Vendor to Jefferson County Sheriff's Office (JCSO) Marine Safety Patrol Hangar located at 4601 Airport 3rd Street (Jack Brooks Regional Airport), Beaumont, Texas 77705.

All work to be completed Onsite at JCSO Marine Safety Patrol Hangar by Vendor:

Provide complete working installation in person on each boat as needed at JCSO Marine Safety Patrol Hangar

Provide on water check ride with JCSO Marine Safety Patrol Hangar to insure accurate installation and calibration.

All work to be installed and completed onsite at JCSO Marine Safety Patrol Hangar **prior to September 30, 2020.**

Vendor must be an Authorized Furuno Direct Dealer (or Equivalent Authorized Dealer)

Vendor must provide insurance certificate/release of liability for personnel providing all onsite work.

Warranty: Vendor must Provide Furuno Onsite Two-Year Warranty (or Equivalent)

Please be sure to review these bid specifications carefully, as the item that you are offering must MEET OR EXCEED these specifications.

Bidder Information Form

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

Bid Name & Number: (IFB 20-019/JW)

Radar Systems for Jefferson County Sheriff's Office/Marine Safety Patrol

Bidder's Company/Business Name: Yacht Equipment Service Center, LLC

Bidder's TAX ID Number: 35-2504394

Contact Person: Jim Glandt **Title:** Owner

Phone Number (with area code): 281-538-9377

Alternate Phone Number if available (with area code): 832-622-3350

Fax Number (with area code): 281-538-8125

Email Address: jimg@yescenters.com

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

828C Marina Bay Dr.

Kemah TX 77565

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:

Upcht Equipment Service Center, LLC For clarification of this offer, contact:
Company Name

828c Marina Bay Dr.
Address

Jim Glandt
Name

Kemah TX 77565
City State Zip

281-538-9377 281-538-8125
Phone Fax

[Signature]
Signature of Person Authorized to Sign

jimg@yescenters.com
E-mail

Jim Glandt
Printed Name

OWNER
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items:

Removal and Replacement of Radar Systems on four (4) existing 29' SAFE Boats operated by the Jefferson County Sheriff's Office/Marine Safety Patrol.

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. 20-017/JW, Mobile Pressure Washer for the Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Bid Item 1 - IMPORTANT BIDDER INSTRUCTIONS:

Full technical specifications for this bid item are provided within this bid specifications packet.

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

All bids should be for brand new, completely unused equipment.

Bidders Submitting Bids for Alternate/Equivalent Items:

Bidders offering alternate/equivalent items MUST ALSO submit an ITEMIZED COMPARISON documenting equivalence for dimensions, quality, performance, and features of the products offered.

Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

Bidders may submit bids on alternate/equivalent items, but MUST attach TWO (2) COPIES of the MANUFACTURER SPECIFICATIONS (to include full warranty terms) for any alternate at the time of the bid.

Bidders Submitting Bids for Exact Make/Model as specified:

Bidders offering the exact make/model as specified, MUST attach TWO (2) COPIES of the MANUFACTURER SPECIFICATIONS (to include full warranty terms).

Item	Description	Qty.	Unit Price	Total Price
1	Removal of existing Furuno Radar System on Existing 29' SAFE Boats. Provide New Complete Furuno Radar System (or Equivalent); as described within these specifications. Provide all material and labor for on-site installation of New Complete Furuno Radar Systems (or Equivalent); and all work as described within these specifications.	4	\$ <u>14074.50</u>	\$ <u>56298.00</u>
2	Furuno On-Site Two-Year Warranty (or Equivalent)	4	\$ <u>0.00</u> N/C	\$ <u>0.00</u> N/C

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: Inter-County Communications
 Address: 222 Linda Dr., Sulfur Springs, TX 75482
 Contact Person and Title: Jay Sanders / purchasing
 Phone: 903-485-3108 Fax: _____
 Email Address: _____ Contract Period: _____
 Scope of Work: Flir Thermal Imaging

REFERENCE TWO

Government/Company Name: Houston Pilots
 Address: 906 Harborside, Galveston, TX
 Contact Person and Title: Ryan Kelly / purchasing 77550
 Phone: 713-665-6229 Fax: _____
 Email Address: _____ Contract Period: _____
 Scope of Work: Technicolor HVAC

REFERENCE THREE

Government/Company Name: Army Corps of Engineers
 Address: 2000 Fort Point Rd Galveston, Tx.
 Contact Person and Title: Steve Elder Sr. Captain
 Phone: 713 876 8271 Fax: 713 672-0643
 Email Address: selder@poha.com Contract Period: _____
 Scope of Work: Autopilot and Radar

Bidder Shall Return Completed Form with Offer.

Signature Page

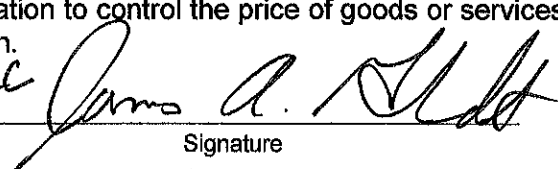
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the 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).

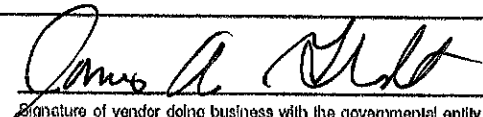
The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted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

<u>Yacht Equipment Service Center, LLC</u> Bidder (Entity Name)	 Signature
<u>828c Marina Bay Dr.</u> Street & Mailing Address	<u>Jim Glandt</u> Print Name
<u>Kemah, TX 77545</u> City, State & Zip	<u>6-1-2020</u> Date Signed
<u>281-538-9377</u> Telephone Number	<u>281-538-9377</u> Fax Number
<u>jimg@yescenters.com</u> E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT 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.</p> <p>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).</p> <p>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.</p> <p>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>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> <tr> <td style="padding: 2px;">Date Received</td> </tr> </table>		OFFICE USE ONLY	Date Received
OFFICE USE ONLY				
Date Received				
<p>1 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.</p> <p style="font-size: small;">(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 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 style="font-size: small;">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; margin-top: 10px;"> <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; margin-top: 10px;"> <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; margin-top: 10px;"> <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> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="width: 45%;">  <p style="font-size: small;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%; text-align: right;"> <p style="font-size: large; margin: 0;">6-2-2020</p> <p style="font-size: small; margin: 0;">Date</p> </div> </div>				

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.</p> <p>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
1	Name of Local Government Officer	Date Received
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> <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>	
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> <p style="text-align: right; margin-right: 100px;">_____ Signature of Local Government Officer</p> <p>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> <p>_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath</p>	

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 . . .

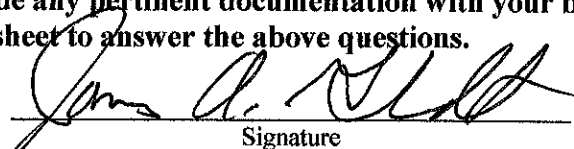
- | | | |
|------------------------------|-----------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for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

If "No" was selected, please explain and include any pertinent documentation with your bid.

If necessary, please use a separate sheet to answer the above questions.

Jim Glandt

Printed Name of Authorized Representative



Signature

Owner

Title

6-1-2020

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: N/A 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

☐ Yes ☒ No

Prime Contractor: N/A HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____

Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street	City	State	Zip
_____	_____	_____	_____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: N/A

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: _____

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: 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: _____

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 Yacht Equipment Service Center, LLC [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.):	35-2504394
Company Name submitting bid/proposal:	Yacht Equipment Service Center LLC
Mailing address:	828C Marina Bay Dr. Kemah, TX 77565
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**
	N/A

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

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

Bidder Shall Return Completed Form with Offer.

House Bill 89 Verification

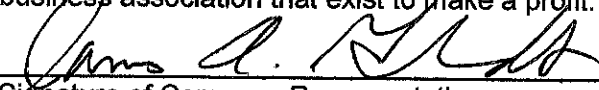
I, Jim Glandt the undersigned representative of (company or business name) Yacht Equipment Service Centers, LLC (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. ☒ Does not boycott Israel currently; and
2. ☒ Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.


Signature of Company Representative

6-1-2020
Date

On this _____ day of _____, 20____, personally appeared

_____, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Notary Signature

Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

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: Yacht Equipment Service Center, LLC
828 C Marina Bay Dr., Kemah, TX 77545

Fax: 281-538-8125 Telephone# 281-538-9377
by: Jim Glandt Title: Owner
(print name)

Signature: 

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of _____, 20____.

Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.

RECEIVED 10:51 AM JUN 03 2020

YACHT EQUIPMENT SERVICE CENTER, LLC GR

Radar System for Jefferson County
Sheriff's Office / Marine Safety
Patrol

Bill # IFB 20-019/JW

**CONTRACT RENEWAL FOR IFB 19-021//YS
TERM CONTRACT FOR PEST CONTROL SERVICES
FOR JEFFERSON COUNTY**

The County entered into a contract with Aattaboy Termite and Pest Control, Inc. for one (1) year, from June 17, 2019 to June 16, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from June 16, 2020 to June 15, 2021.

ATTEST:

JEFFERSON COUNTY, TEXAS


Carolyn L. Guidry, County Clerk


Jeff Branick, County Judge



CONTRACTOR:

Aattaboy Termite and Pest Control, Inc.


(Name)

**AGENDA ITEM****June 9, 2020**

Consider, possibly approve and authorize the County Judge to execute a Settlement Agreement and Release for Property Damage between Jefferson County and Joseph Enriquez for property damage incurred at the Jack Brooks Regional Airport.

Claim 68426712-01

SETTLEMENT AGREEMENT AND RELEASE FOR PROPERTY DAMAGE ONLY

This Settlement Agreement and Release for Property Damage Only (hereinafter "Agreement") is entered into by and among Jack Brooks Regional Airport (hereinafter "Releasor"), Saul Mondragon and Emiliano Mondragon (hereinafter "Releasee"), and Texas Farm Bureau Casualty Insurance Company, Texas Farm Bureau Mutual Insurance Company, Texas Farm Bureau Underwriters, Farm Bureau County Mutual Insurance Company of Texas (hereinafter collectively "Company"). On or about the 8th day of December, 2019, property belonging to Releasor was damaged in an accident occurring at or near 5000 Jerware Drive in the city of Beaumont (location) in the State of Texas (hereinafter "Accident").

In consideration of payment(s) by Company to Releasor of Six Thousand and Three Hundred Dollars and Zero Cents (\$6,300.00), Releasor hereby completely releases and forever discharges Releasee and Company, its agents and employees from any and all past, present or future claims, demands, obligations, causes of action, damages, costs, and expenses of any nature whatsoever, whether based on tort, contract or any other theory of recovery, which Releasor now has, or which may hereafter accrue or otherwise be acquired, on account of, or in any way growing out of any damage to property, including but not limited to loss of use thereof, arising out of the Accident described above.

It is understood and agreed that neither this Agreement nor any payment made pursuant hereto is to be taken as admission of liability on the part of Releasee.

RELEASOR AGREES TO INDEMNIFY AND HOLD HARMLESS RELEASEE AND COMPANY FROM CLAIMS OR ACTIONS FOR PROPERTY DAMAGE MADE AGAINST RELEASEE OR THE COMPANY ARISING FROM THE ACCIDENT DESCRIBED HEREIN REGARDING ANY PROPERTY OWNED BY OR OF RELEASOR.

This Agreement contains the entire agreement between the parties hereto, and the terms of this instrument are contractual and not a mere recital.

This Agreement shall be binding upon Releasor, his/her/their legal representatives, heirs, successors, beneficiaries, and assigns, if any. Releasor hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full, fair and compromise settlement of any and all claims, disputed or otherwise, on account of all damages to property arising out of the above described Accident. All parties agree to execute any and all supplementary documents and to take all supplementary steps to give full force and effect to the basic terms and intent of this Agreement.

This Agreement is executed on this the 29th day of May, 2020.

Releasor:

Company:

JEFF R. BRANICK
County Judge

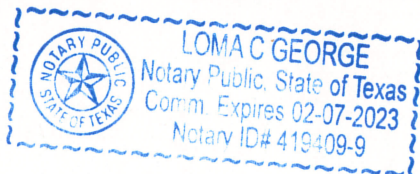
By: _____
Printed Name: Joseph Enriquez
Title: Claims Representative

State of Texas JEFFERSON
County of _____

On this the 9th day of June, 2020, before me personally appeared Judge Jeff R. Branick to me known to be the person(s) who executed the foregoing document as his/her/their free act and deed.

Notary Public:

My commission expires:



Fran Lee

From: Joe Zurita <jzurita@co.jefferson.tx.us>
Sent: Thursday, June 4, 2020 8:39 AM
To: Fran Lee
Subject: budget amendment

Importance: High

Good morning Fran. On the next commissioner's agenda can you add a transfer of funds from account 120-8095-417-60-07 in the amount of 2000.00 to account 120-8095-41730-84? This is to replace broke drill bits, Purchase new batteries for power tools and misc. hand tools and sockets. Thank you

*Jose L. Zurita Jr.
Director of Service Center
7789 Viterbo Rd.
Nederland, Tx 77627
409-719-5937*

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET AMENDMENT
DATE: JUNE 4, 2020

The following budget amendment is necessary for the replacement of portable and mobile radios before the new system goes active by September 1, 2020.

R&B Pct 1	111-0105-431-3084	Minor Equipment	\$ 40,860	
R&B Pct 2	112-0205-431-3084	Minor Equipment	51,864	
R&B Pct 3	113-0305-431-3084	Minor Equipment	51,722	
R&B Pct 4	114-0405-431-3084	Minor Equipment	52,148	
District Attorney	120-2030-412-3084	Minor Equipment	34,992	
Sheriff	120-3059-421-3084	Minor Equipment	384,586	
Constable Pct 1	120-3065-425-3084	Minor Equipment	27,202	
Constable Pct 2	120-3066-425-3084	Minor Equipment	23,321	
Constable Pct 4	120-3068-425-3084	Minor Equipment	19,432	
Constable Pct 6	120-3070-425-3084	Minor Equipment	23,321	
Constable Pct 7	120-3071-425-3084	Minor Equipment	23,325	
Constable Pct 8	120-3072-425-3084	Minor Equipment	23,321	
Mosquito Control	124-5081-448-3084	Minor Equipment	49,006	
Contingency	120-9999-415-9999	Contingency		\$ 405,100
Jury	110-2027-412-5055	Petit Jurors		200,000
Sheriff	120-3059-421-1043	Deputies		100,000
Sheriff	120-3059-421-2003	Employees Insurance		100,000

Jefferson County
Radio Analysis

	APX6500 Mobile Unit	APX6000 Portable	APX4500 Mobile	APX4000 Portable		APX6500 Mobile Unit	APX6000 Portable	APX4500 Mobile	APX4000 Portable	Rounded Total
	\$ 3,884.70	\$ 3,888.88	\$ 2,857.63	\$ 2,999.71		\$ 3,884.70	\$ 3,888.88	\$ 2,857.63	\$ 2,999.71	
R&B Pct 1			8.00	6.00 *	\$	-	\$ -	\$ 22,861.04	\$ 17,998.26	\$ 40,860.00
R&B Pct 2			15.00	3.00	\$	-	\$ -	\$ 42,864.45	\$ 8,999.13	\$ 51,864.00
R&B Pct 3			16.00	2.00	\$	-	\$ -	\$ 45,722.08	\$ 5,999.42	\$ 51,722.00
R&B Pct 4			13.00	5.00	\$	-	\$ -	\$ 37,149.19	\$ 14,998.55	\$ 52,148.00
District Attorney	2.00	7.00			\$	7,769.40	\$ 27,222.16	\$ -	\$ -	\$ 34,992.00
Constable Pct 1	5.00	2.00			\$	19,423.50	\$ 7,777.76	\$ -	\$ -	\$ 27,202.00
Constable Pct 2	3.00	3.00			\$	11,654.10	\$ 11,666.64	\$ -	\$ -	\$ 23,321.00
Constable Pct 4	3.00	2.00			\$	11,654.10	\$ 7,777.76	\$ -	\$ -	\$ 19,432.00
Constable Pct 6	3.00	3.00			\$	11,654.10	\$ 11,666.64	\$ -	\$ -	\$ 23,321.00
Constable Pct 7	2.00	4.00			\$	7,769.40	\$ 15,555.52	\$ -	\$ -	\$ 23,325.00
Constable Pct 8	3.00	3.00			\$	11,654.10	\$ 11,666.64	\$ -	\$ -	\$ 23,321.00
Mosquito Control			14.00	3.00	\$	-	\$ -	\$ 40,006.82	\$ 8,999.13	\$ 49,006.00
Sheriff	99.00				\$	384,585.30	\$ -	\$ -	\$ -	\$ 384,586.00
	<u>120.00</u>	<u>24.00</u>	<u>66.00</u>	<u>19.00</u>						
	\$ 466,164.00	\$ 93,333.12	\$ 188,603.58	\$ 56,994.49		\$ 466,164.00	\$ 93,333.12	\$ 188,603.58	\$ 56,994.49	\$ 805,100.00

Total Radios 229.00

* Adjusted down by department



7840 N. Sam Houston Pkwy W.
Houston, Texas 77064

Major Donita Miller
dmiller@co.jefferson.tx.us
409.836.8411

Jefferson County Sheriff's Office
REGIONAL RADIO SUBSCRIBER EQUIPMENT

HGAC CONTRACT RA05-18

Item	Quant	Model	Description	Package Price	Extended
1	1	M25URS9PW1AN	APX6500 7600 MHZ MID POWER MOBILE	\$ 3,794.70	\$ 3,794.70
1a	1	G444AE	ADD: APX CONTROL HEAD SOFTWARE		
1b	1	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870		
1c	1	W22BA	ADD: STD PALM MICROPHONE APX		
1d	1	B18CR	ADD: AUXILIARY SPKR 7.5 WATT		
1e	1	GA00255AF	ADD: SY ESSENTIAL ACCIDENTAL DAMAGE		
1f	1	GA00235AA	ADD: NO GPS ANTENNA NEEDED		
1g	1	G606BE	ADD: ASTRO DIGITAL CAI OPERATION		
1h	1	G51AU	ENH: SMARTZONE OPERATION APX6500		
1i	1	G361AH	ENH: P25 TRUNKING SOFTWARE APX		
1j	1	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY		
1k	1	G442AJ	ADD: OS CONTROL HEAD		
1l	1	G66AM	ADD: DASH MOUNT		
2	1	SVC03SVC01150	Subscriber Programming	\$ 90.00	\$ 90.00

\$ 3,884.70

2020 SETRRS Trade In Promotional Discount Pricing

Orders must be placed no later than 12/11/2020
Orders must ship no later than 12/31/2020

Total	\$ 3,884.70
HGAC Fee (PAID)	
TAX	EXEMPT
SHIPPING	FREE
TOTAL	\$ 3,884.70

* Actual Price May Vary Slightly Depending on Quantity
Motorola Quote Will Be Actual Price



7840 N. Sam Houston Pkwy W.
Houston, Texas 77064

Major Donta Miller
dmiller@co.jefferson.tx.us
409.835.8411

Jefferson County Sheriff's Department
REGIONAL RADIO SUBSCRIBER EQUIPMENT

HGAC CONTRACT RA05-18

Item	Quant	Model	Description	Package Price	Extended
1	1	H88UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	\$ 3,561.83	\$ 3,561.83
1a	1	HA00025AG	ADD: 5Y ESSENTIAL ACCIDENTAL DAMAGE		
1b	1	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY		
1c	1	QA01833AH	ADD: EXTREME 1-SIDED NOISE REDUCTION		
1d	1	Q8068BM	ADD: ASTRO DIGITAL CAI OPERATION		
1e	1	H38BT	ADD: SMARTZONE OPERATION		
1f	1	Q351AR	ADD: P25 9600 BAUD TRUNKING		
2	1	NNTN8863A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA	\$ 140.25	\$ 140.25
3	1	PMMN4063AL	IMPRES RSM w/NON-Threaded Audio Jack, Windproofing (IP55)	\$ 96.80	\$ 96.80
4	1	SVC03SVC0115D	Subscriber Programming	\$ 90.00	\$ 90.00

\$ 3,888.88

2020 SETRRS Trade In Promotional Discount Pricing

Orders must be placed no later than 12/11/2020
Orders must ship no later than 12/31/2020

Total	\$ 3,888.88
HGAC Fee (PAID)	
TAX	EXEMPT
SHIPPING	FREE
TOTAL	\$ 3,888.88

* Actual Price May Vary Slightly Depending on Quantity
Motorola's Quote Will Be Actual Price


MOTOROLA SOLUTIONS

 7840 N. Sam Houston Pkwy W.
 Houston, Texas 77064

 Major Donta Miller
 dmiller@jcc.jefferson.tx.us
 409.835.8411

 Jefferson County Sheriff's Department
 REGIONAL RADIO SUBSCRIBER EQUIPMENT

HGAC CONTRACT RA05-18

Item	Quant	Model	Description	Package Price	Extended
1	1	M22UR59PW1AN	APX4500 7/800	\$ 2,767.83	\$ 2,767.83
1a	1	GA00804AA	ADD: APX O2 CONTROL HEAD		
1b	1	G444AH	ADD: APX CONTROL HEAD SOFTWARE		
1c	1	V22BA	ADD: STD PALM MICROPHONE APX		
1d	1	B18CR	ADD: AUXILIARY SPKR 7.5 WATT		
1e	1	GA00255AC	ADD: 5Y ESSENTIAL ACCIDENTAL DAMAGE		
1f	1	G65AW	ADD: DASH MOUNT O2 WWM		
1g	1	GA00235AA	ADD: NO GPS ANTENNA NEEDED		
1h	1	QA02736AD	ADD: 3500 OR 9500 TRUNKING BAUD SINGLE SYSTEM		
1i	1	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY		
1j	1	G174AF	ADD: ANT 3DB LOW-PROFILE 752-870		
2	1	SVC03SVC0115D	Subscriber Programming	\$ 90.00	\$ 90.00

\$ 2,857.83

2020 SETRRS Trade In Promotional Discount Pricing

 Orders must be placed no later than 12/11/2020
 Orders must ship no later than 12/31/2020

Total	\$ 2,857.83
HGAC Fee (PAID)	
TAX	EXEMPT
SHIPPING	FREE
TOTAL	\$ 2,857.83

* Actual Price May Vary Slightly Depending on Quantity
 Motorola Quote Will Be Actual Price



7840 N. Sam Houston Pkwy W.
Houston, Texas 77064

Major Donita Miller
dmiller@co.jefferson.tx.us
409.835.8411

Jefferson County Sheriff's Department
REGIONAL RADIO SUBSCRIBER EQUIPMENT

HGAC CONTRACT RA05-18

Item	Quant	Model	Description	Package Price	Extended
1	1	H51UCH9PW7AN	APX 4000 7/800 MHZ MODEL 3 PORTABLE	\$ 2,755.91	\$ 2,755.91
1a	1	QA04865AA	ADD: TYO KNOB CONFIGURATION		
1b	1	HA00025AG	ADD: SY ESSENTIAL ACCIDENTAL DAMAGE		
1c	1	QA02756AB	ENH: 3600 OR 9600 TRUNKING BAUD SIN		
1d	1	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY		
2	1	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US/NA	\$ 57.00	\$ 57.00
3	1	PMMN4069AL	IMPRES RSM w/NO-Threaded Audio Jack, Windporting (IP55)	\$ 96.80	\$ 96.80
4	1	SVC03SVC0115D	Subscriber Programming	\$ 90.00	\$ 90.00

\$ 2,999.71

2020 SETRRS Trade In Promotional Discount Pricing

Orders must be placed no later than 12/11/2020
Orders must ship no later than 12/31/2020

Total	\$ 2,999.71
HGAC Fee (PAID)	
TAX	EXEMPT
SHIPPING	FREE
TOTAL	\$ 2,999.71

* Actual Price May Vary Slightly Depending on Quantity
Motorola Quote Will Be Actual Price

JEFFERSON COUNTY PUBLIC HEALTH DEPT. – UNIT 1

**1295 PEARL STREET
BEAUMONT, TX 77701**

Ofc (409) 835-8530

Fax (409) 839-2353

A. Cecil Walkes, M.D.
County Health Director

Essline Knox
Administrative Director

Rachel Dragulski, RN
Nursing Supervisor, Unit I

Social Services Supervisor, Unit I

Memorandum

TO: Fran Lee
1st Assistant County Auditor

FROM: A.C. Walkes, M.D. *A.C.W.*
County Health Director

Essline Knox *EX*
Administrative Director

RE: Transfer of Funds

DATE: June 2, 2020

Analysis of acct. 120-5079-442-1005 (Extra Help) reveals that there will be a deficit of \$55,500.00 for the rest of the fiscal year. Therefore, it is requested that this amount be transferred from the accounts listed below:

\$51,087.00 from Acct. 120-5074-441-1004 (Supervisor)

\$4,413.00 from Acct. 120-5074-441-1001 (Department Head)

Fran Lee

From: Robert Adams <radams@co.jefferson.tx.us>
Sent: Thursday, June 4, 2020 8:37 AM
To: flee@co.jefferson.tx.us
Subject: FW: Money transfer for the purchase of a new mobile unit radio.
Attachments: Radio quotes.pdf

From: Martha Barragan <mbarragan@co.jefferson.tx.us>
Sent: Thursday, June 04, 2020 8:35 AM
To: radams@co.jefferson.tx.us
Subject: FW: Money transfer for the purchase of a new mobile unit radio.

Martha Barragan

Office Specialist
 Constable Robert "Bobby" Adams
 7933 Viterbo Rd. Suite 5
 Beaumont, TX 77705
 (409)-719-5990
 (409)-721-6017 / FAX

From: Martha Barragan <mbarragan@co.jefferson.tx.us>
Sent: Wednesday, June 03, 2020 3:04 PM
To: flee@co.jefferson.tx.us
Subject: Money transfer for the purchase of a new mobile unit radio.

June 3, 2020

Good Afternoon Fran,

Would you please transfer the amount of \$3,800.00, from the "Overtime Allowance" account (120-3071-425-10-98) to the "Minor Equipment" account (120-3071-425-30-84) to cover the purchase of a new mobile unit radio. Thank you. Please let me know if you need anything else.

Martha Barragan

Office Specialist
 Constable Robert "Bobby" Adams
 7933 Viterbo Rd. Suite 5
 Beaumont, TX 77705
 (409)-719-5990



7840 N. Sam Houston Pkwy W.
Houston, Texas 77064

Major Donita Miller
dmiller@co.jefferson.tx.us
409.835.8411

Jefferson County Sheriff's Office
REGIONAL RADIO SUBSCRIBER EQUIPMENT

HGAC CONTRACT RA05-18

Item	Quant	Model	Description	Package Price	Extended
1	1	M26URS0PW1AN	APX6500 7/800 MHZ MID POWER MOBILE	\$ 3,794.70	\$ 3,794.70
1a	1	G444AE	ADD: APX CONTROL HEAD SOFTWARE		
1b	1	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870		
1c	1	W22BA	ADD: STD PALM MICROPHONE APX		
1d	1	B18CR	ADD: AUXILARY SPKR 7.5 WATT		
1e	1	GA00255AF	ADD: 5Y ESSENTIAL ACCIDENTAL DAMAGE		
1f	1	GA00235AA	ADD: NO GPS ANTENNA NEEDED		
1g	1	G806BE	ADD: ASTRO DIGITAL CAI OPERATION		
1h	1	G51AU	ENH: SMARTZONE OPERATION APX6500		
1i	1	G381AH	ENH: P25 TRUNKING SOFTWARE APX		
1j	1	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY		
1k	1	G442AJ	ADD: OS CONTROL HEAD		
1l	1	G66AM	ADD: DASH MOUNT		
2	1	SVC03SVC0115D	Subscriber Programming	\$ 90.00	\$ 90.00

2020 SETRRS Trade In Promotional Discount Pricing \$ 3,884.70

Orders must be placed no later than 12/11/2020
Orders must ship no later than 12/31/2020

Total	\$ 3,884.70
HGAC Fee (PAID)	
TAX	EXEMPT
SHIPPING	FREE
TOTAL	\$ 3,884.70

* Actual Price May Vary Slightly Depending on Quantity
Motorola Quote Will Be Actual Price

Fran Lee

From: Bryan Werner <bwerner@co.jefferson.tx.us>
Sent: Thursday, June 4, 2020 8:33 AM
To: 'Fran Lee'
Subject: budget transfer

Fran,
Please transfer \$4,000.00 from account #120-3068-425.60-07 automobiles to account # 120-3068-425.30-84 minor equipment. This will be used for purchase of radio equipment.

Thanks Bryan

Constable Bryan Werner
Jefferson County Constable, Precinct 4
19217 Hwy 365
Beaumont, Texas 77705
409-434-5450
bwerner@co.jefferson.tx.us



JEFFERSON COUNTY SHERIFF'S OFFICE

Zena Stephens, Sheriff

5030 Hwy 69 S.
Beaumont, TX 77705
(409) 726-2500

Charlie Porter
Chief of Law Enforcement
cporter@co.jefferson.tx.us

John Shaubarger
Chief of Corrections
jshaubarger@co.jefferson.tx.us

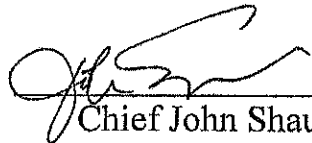
TO: Fran Lee
Jefferson County Auditing Department

FROM: Chief John Shaubarger
Jefferson County Sheriff's Department

RE: Transfer Funds

DATE: June 3, 2020

Please transfer \$250,000 from budget account 120-3062-423-10-44 (Detention Officers), \$75,000 from budget account 120-3062-423-20-01 (F.I.C.A.), \$150,000 from budget account 120-3062-423-20-02 (Employees' Retirement), \$275,000 from budget account 120-3062-423-20-03 (Employees' Insurance) to budget account 120-3062-423-50-77 (Contractual Services) for medical expenses.


Chief John Shaubarger

PGM: GMCOMMV2	DATE 06-09-2020	PAGE: 1
NAME	AMOUNT	CHECK NO. TOTAL
JURY FUND		
TRI-CITY COFFEE SERVICE	269.70	472329
ROAD & BRIDGE PCT.#1		269.70**
SPIDLE & SPIDLE	1,685.91	472266
M&D SUPPLY	31.28	472296
NEFF BROS. AUTO SERVICE	325.00	472299
SOUTHEAST TEXAS WATER	7.00	472318
TEJAS TRUCK & RV SUPERSTORE	472.00	472326
CDW COMPUTER CENTERS, INC.	132.66	472341
TEXAS CONFERENCE OF URBAN COUNTIES	400.00	472361
PATHMARK TRAFFIC PRODUCTS OF TEXAS	1,255.00	472364
DE LAGE LANDEN PUBLIC FINANCE	70.00	472400
PETROLEUM MATERIALS LLC	44.30	472426
A-1 MAIDA FENCE COMPANY	180.00	472433
FUNCTION 4 LLC	19.41	472445
GULF COAST	1,296.00	472465
ROAD & BRIDGE PCT.#2		5,918.56**
SPIDLE & SPIDLE	1,740.06	472266
ENTERGY	149.98	472288
MUNRO'S	20.46	472298
RITTER @ HOME	65.24	472309
SMART'S TRUCK & TRAILER, INC.	39.29	472315
TRI-CITY FASTENER & SUPPLY	10.00	472328
ATTABOY TERMITE & PEST CONTROL	54.00	472386
DE LAGE LANDEN PUBLIC FINANCE	90.00	472400
FUNCTION 4 LLC	24.96	472445
GULF COAST	1,428.76	472465
ROAD & BRIDGE PCT. # 3		3,622.75**
ENTERGY	8.75	472288
W. JEFFERSON COUNTY M.W.D.	31.10	472335
WESTEND HARDWARE CO	37.95	472357
DE LAGE LANDEN PUBLIC FINANCE	140.00	472400
FUNCTION 4 LLC	38.82	472445
ROAD & BRIDGE PCT.#4		256.62**
ENTERGY	652.42	472288
M&D SUPPLY	89.34	472296
MUNRO'S	89.07	472298
W. JEFFERSON COUNTY M.W.D.	82.24	472335
UNITED STATES POSTAL SERVICE	.84	472351
LANSDOWNE-MOODY CO	274.95	472378
DE LAGE LANDEN PUBLIC FINANCE	229.79	472400
ON TIME TIRE	200.00	472408
ASCO	7.21	472414
FUNCTION 4 LLC	63.73	472445
O'REILLY AUTO PARTS	105.42	472458
BASE-SEAL INTERNATIONAL INC	29,040.00	472473
ENGINEERING FUND		30,835.01**
OFFICE DEPOT	1,566.94	472302
CDW COMPUTER CENTERS, INC.	94.78	472341
SHI GOVERNMENT SOLUTIONS, INC.	2,349.30	472355
DE LAGE LANDEN PUBLIC FINANCE	460.94	472400
FUNCTION 4 LLC	127.84	472445
PARKS & RECREATION		4,599.80**
CITY OF PORT ARTHUR - WATER DEPT.	58.50	472275
ENTERGY	8.75	472288
W. JEFFERSON COUNTY M.W.D.	27.67	472335
GENERAL FUND		94.92**

PGM: GMCOMMV2	DATE 06-09-2020		PAGE: 2 199
NAME	AMOUNT	CHECK NO.	TOTAL
JUSTICE OF THE PEACE, PCT. 1, PL. 2	300.00	472342	300.00*
TAX OFFICE			
OFFICE DEPOT	154.35	472302	
ACE IMAGEWEAR	23.90	472314	
SOUTHEAST TEXAS WATER	75.00	472316	
AT&T	109.74	472319	
UNITED STATES POSTAL SERVICE	1,012.66	472351	
UNITED STATES POSTAL SERVICE	38.65	472352	
ROCHESTER ARMORED CAR CO INC	378.40	472394	
DE LAGE LANDEN PUBLIC FINANCE	370.00	472400	
FUNCTION 4 LLC	102.60	472445	2,265.30*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	3.42	472351	
DE LAGE LANDEN PUBLIC FINANCE	70.00	472400	
FUNCTION 4 LLC	19.41	472445	92.83*
AUDITOR'S OFFICE			
OFFICE DEPOT	245.03	472302	
SOUTHEAST TEXAS WATER	29.95	472317	
UNITED STATES POSTAL SERVICE	4.66	472351	
DE LAGE LANDEN PUBLIC FINANCE	70.00	472400	
FUNCTION 4 LLC	19.41	472445	369.05*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	181.82	472351	
UNITED STATES POSTAL SERVICE	37.05	472352	
DE LAGE LANDEN PUBLIC FINANCE	600.00	472400	
FUNCTION 4 LLC	66.25	472445	885.12*
COUNTY JUDGE			
ANITA F. PROVO	500.00	472307	
HARVEY L WARREN III	1,800.00	472389	
DE LAGE LANDEN PUBLIC FINANCE	70.00	472400	
WYATT SNIDER	500.00	472402	
JAN GIROUARD & ASSOCIATES LLC	400.00	472439	
FUNCTION 4 LLC	19.41	472445	3,289.41*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.68	472351	
DE LAGE LANDEN PUBLIC FINANCE	70.00	472400	
FUNCTION 4 LLC	19.41	472445	91.09*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	53.21	472351	
DE LAGE LANDEN PUBLIC FINANCE	331.89	472400	
FUNCTION 4 LLC	92.04	472445	477.14*
PRINTING DEPARTMENT			
BOSWORTH PAPER	594.35	472271	
CIT TECHNOLOGY FINANCING SERVICE	499.00	472382	
DE LAGE LANDEN PUBLIC FINANCE	1,200.00	472400	
FUNCTION 4 LLC	333.16	472445	2,626.51*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	1,649.00	472283	
OFFICE DEPOT	348.90	472302	
UNITED STATES POSTAL SERVICE	2.46	472351	
DE LAGE LANDEN PUBLIC FINANCE	70.00	472400	
FUNCTION 4 LLC	19.41	472445	2,089.77*
GENERAL SERVICES			

PGM: GMCOMMV2	DATE 06-09-2020	PAGE: 3
NAME	AMOUNT	CHECK NO.
		TOTAL
BOSWORTH PAPER	2,100.00	472271
CASH ADVANCE ACCOUNT	25.00	472293
TIME WARNER COMMUNICATIONS	633.03	472322
INTERFACE EAP	1,367.55	472339
ADVANCED STAFFING	97.50	472340
VERIZON WIRELESS	302.67	472348
DE LAGE LANDEN PUBLIC FINANCE	452.82	472400
EMERGENCY POWER SERVICE	809.44	472406
SPOK INC	3.00	472427
FUNCTION 4 LLC	225.74	472445
		6,016.75*
DATA PROCESSING		
OFFICE DEPOT	406.30	472302
ULINE SHIPPING SUPPLY SPECIALI	191.82	472330
CDW COMPUTER CENTERS, INC.	7,425.80	472341
DE LAGE LANDEN PUBLIC FINANCE	70.00	472400
SPOK INC	12.09	472427
FUNCTION 4 LLC	19.41	472445
WHOLESALE BATTERIES DIRECT	1,727.52	472462
		9,852.94*
VOTERS REGISTRATION DEPT		
UNITED STATES POSTAL SERVICE	28.81	472351
DE LAGE LANDEN PUBLIC FINANCE	70.00	472400
FUNCTION 4 LLC	19.41	472445
		118.22*
ELECTIONS DEPARTMENT		
CDW COMPUTER CENTERS, INC.	231.59	472341
UNITED STATES POSTAL SERVICE	84.00	472351
DE LAGE LANDEN PUBLIC FINANCE	271.65	472400
FUNCTION 4 LLC	75.34	472445
		662.58*
DISTRICT ATTORNEY		
KIRKSEY'S SPRINT PRINTING	25.95	472294
OFFICE DEPOT	1,147.52	472302
CDW COMPUTER CENTERS, INC.	3,318.60	472341
UNITED STATES POSTAL SERVICE	20.18	472351
SHI GOVERNMENT SOLUTIONS, INC.	5,214.30	472355
DE LAGE LANDEN PUBLIC FINANCE	480.00	472400
THOMSON REUTERS-WEST	7,439.06	472417
TRANSUNION RISK AND ALTERNATIVE	160.00	472430
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	472431
FUNCTION 4 LLC	133.11	472445
TND WORKWEAR CO LLC	600.00	472446
ANGELA KNEELAND	275.00	472450
		18,884.72*
DISTRICT CLERK		
UNITED STATES POSTAL SERVICE	259.26	472351
DE LAGE LANDEN PUBLIC FINANCE	70.00	472400
FUNCTION 4 LLC	19.41	472445
		348.67*
CRIMINAL DISTRICT COURT		
DAVID GROVE	8,750.00	472267
DONALD W. DUESLER & ASSOC.	8,750.00	472282
MARSHA NORMAND	8,750.00	472300
OFFICE DEPOT	334.48	472302
UNITED STATES POSTAL SERVICE	.42	472351
DE LAGE LANDEN PUBLIC FINANCE	441.64	472400
FUNCTION 4 LLC	122.48	472445
		27,149.02*
58TH DISTRICT COURT		
DE LAGE LANDEN PUBLIC FINANCE	70.00	472400
FUNCTION 4 LLC	19.41	472445
		89.41*
60TH DISTRICT COURT		
DE LAGE LANDEN PUBLIC FINANCE	70.00	472400

PGM: GMCOMMV2	DATE 06-09-2020	AMOUNT	CHECK NO.	PAGE: 4 201 TOTAL
FUNCTION 4 LLC		19.41	472445	
136TH DISTRICT COURT				89.41*
DE LAGE LANDEN PUBLIC FINANCE		70.00	472400	
FUNCTION 4 LLC		19.41	472445	
172ND DISTRICT COURT				89.41*
LEXIS-NEXIS		160.00	472353	
DE LAGE LANDEN PUBLIC FINANCE		70.00	472400	
FUNCTION 4 LLC		19.41	472445	
252ND DISTRICT COURT				249.41*
CHARLES ROJAS		800.00	472343	
UNITED STATES POSTAL SERVICE		2.94	472351	
ALLEN PARKER		8,750.00	472388	
DE LAGE LANDEN PUBLIC FINANCE		70.00	472400	
STEVEN GREENE		842.33	472420	
FUNCTION 4 LLC		19.41	472445	
THOMAS WILLIAM KELLEY		8,750.00	472463	
279TH DISTRICT COURT				19,234.68*
LAIROD DOWDEN, JR.		325.00	472281	
NATHAN REYNOLDS, JR.		200.00	472308	
LEXIS-NEXIS		80.00	472353	
JOEL WEBB VAZQUEZ		300.00	472370	
P DEAN BRINKLEY		300.00	472393	
DE LAGE LANDEN PUBLIC FINANCE		70.00	472400	
ALICIA K HALL		1,900.00	472407	
WILLIAM MARCUS WILKERSON		100.00	472412	
WILLIAM FORD DISHMAN		700.00	472421	
FUNCTION 4 LLC		19.41	472445	
317TH DISTRICT COURT				3,994.41*
GLEN M. CROCKER		600.00	472356	
JOEL WEBB VAZQUEZ		300.00	472370	
KIMBERLY PHELAN, P.C.		150.00	472375	
P DEAN BRINKLEY		300.00	472393	
DE LAGE LANDEN PUBLIC FINANCE		70.00	472400	
ALICIA K HALL		550.00	472407	
LAW OFFICE OF J SCOTT FREDERICK		200.00	472432	
PATRICIA VELASCO		2,465.42	472437	
FUNCTION 4 LLC		19.41	472445	
JUSTICE COURT-PCT 1 PL 1				4,654.83*
UNITED STATES POSTAL SERVICE		27.74	472351	
DE LAGE LANDEN PUBLIC FINANCE		90.00	472400	
FUNCTION 4 LLC		24.96	472445	
JUSTICE COURT-PCT 1 PL 2				142.70*
DE LAGE LANDEN PUBLIC FINANCE		70.00	472400	
FUNCTION 4 LLC		19.41	472445	
JUSTICE COURT-PCT 4				89.41*
DE LAGE LANDEN PUBLIC FINANCE		90.00	472400	
FUNCTION 4 LLC		24.96	472445	
JUSTICE COURT-PCT 6				114.96*
UNITED STATES POSTAL SERVICE		27.59	472351	
DE LAGE LANDEN PUBLIC FINANCE		70.00	472400	
FUNCTION 4 LLC		19.41	472445	
JUSTICE OF PEACE PCT. 8				117.00*
UNITED STATES POSTAL SERVICE		44.50	472352	

PGM: GMCOMMV2	DATE 06-09-2020	AMOUNT	CHECK NO.	PAGE: 5 202 TOTAL
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	70.00 19.41	472400 472445		
COUNTY COURT AT LAW NO.1				133.91*
DE LAGE LANDEN PUBLIC FINANCE EFFIE KEFFER FUNCTION 4 LLC	245.92 264.09 68.20	472400 472441 472445		
COUNTY COURT AT LAW NO. 2				578.21*
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC THE MAYO LAW FIRM PLLC	70.00 19.41 400.00	472400 472445 472447		
COUNTY COURT AT LAW NO. 3				489.41*
THOMAS J. BURBANK PC TACA LANGSTON ADAMS DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	400.00 75.00 400.00 70.00 19.41	472272 472321 472362 472400 472445		
COURT MASTER				964.41*
RICHARD D. HUGHES OFFICE DEPOT DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	2,050.00 175.95 70.00 19.41	472289 472302 472400 472445		
MEDIATION CENTER				2,315.36*
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	70.00 19.41	472400 472445		
COMMUNITY SUPERVISION				89.41*
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	280.00 77.64	472400 472445		
SHERIFF'S DEPARTMENT				357.64*
FED EX GT DISTRIBUTORS, INC. OFFICE DEPOT AT&T CDW COMPUTER CENTERS, INC. UNITED STATES POSTAL SERVICE FIVE STAR FEED DE LAGE LANDEN PUBLIC FINANCE CALLYO 2009 CORP FUNCTION 4 LLC AXON ENTERPRISE INC	120.54 127.97 417.94 309.80 104.79 28.32 193.40 800.00 2,280.00 221.84 188.00	472284 472286 472302 472319 472341 472351 472365 472400 472425 472445 472448		
CRIME LABORATORY				4,792.60*
ALLOMETRICS INC. ABACUS DIAGNOSTIC, INC. AGILENT TECHNOLOGIES FED EX SANITARY SUPPLY, INC. HENRY SCHEIN, INC. VERIZON WIRELESS DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	115.00 651.00 430.73 229.76 47.79 302.06 75.98 90.00 24.96	472265 472269 472270 472284 472310 472312 472349 472400 472445		
JAIL - NO. 2				1,967.28*
MARK'S PLUMBING PARTS JACK BROOKS REGIONAL AIRPORT M&D SUPPLY POSTMASTER SANITARY SUPPLY, INC.	12.26 322.49 191.63 396.00 88.90	472262 472292 472296 472306 472310		

PGM: GMCOMMV2	DATE 06-09-2020		PAGE: 6
NAME	AMOUNT	CHECK NO.	TOTAL 203
SETZER HARDWARE, INC.	31.02	472313	
AT&T	990.36	472319	
TRIANGLE COMPUTER & TELEPHONE	3,780.00	472327	
LOWE'S HOME CENTERS, INC.	162.86	472359	
INTERCONTINENTAL JET CORP	2,500.00	472371	
WORLD FUEL SERVICES	727.22	472387	
DE LAGE LANDEN PUBLIC FINANCE	1,280.00	472400	
AI FILTER SERVICE COMPANY	737.60	472404	
SAM'S CLUB DIRECT	648.40	472411	
CONSTELLATION NEWENERGY - GAS DIVIS	753.39	472413	
MATERA PAPER COMPANY INC	4,717.35	472415	
GALLS LLC	291.35	472434	
FUNCTION 4 LLC	354.97	472445	
TND WORKWEAR CO LLC	57.00	472446	
CORRHEALTH LLC	318,721.24	472455	
KENYA DODD	9.40	472457	
TRINITY SERVICES GROUP INC	15,824.47	472464	
SUPERIOR WASTE SOLUTIONS LLC	1,530.00	472475	
			354,127.91*
JUVENILE PROBATION DEPT.			
FED EX	34.74	472285	
LARONDA TURNER	152.38	472304	
UNITED STATES POSTAL SERVICE	3.35	472351	
LYNN BIERHALTER	115.00	472376	
SHARON STREETMAN	103.50	472377	
DE LAGE LANDEN PUBLIC FINANCE	140.00	472400	
TANISHA GRIFFIN	85.68	472429	
ROXANA MITCHELL	128.80	472435	
FUNCTION 4 LLC	38.82	472445	
TRISH DAVIS	92.00	472460	
			894.27*
JUVENILE DETENTION HOME			
M&D SUPPLY	1,437.93	472296	
AT&T	693.68	472319	
FLOWERS FOODS	87.20	472366	
BEN E KEITH FOODS	2,584.23	472368	
DE LAGE LANDEN PUBLIC FINANCE	229.79	472400	
FUNCTION 4 LLC	63.73	472445	
VACUUM CITY & UNIQUE GIFTS	850.00	472454	
			5,946.56*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	4.73	472351	
DE LAGE LANDEN PUBLIC FINANCE	323.13	472400	
FUNCTION 4 LLC	89.62	472445	
			417.48*
CONSTABLE-PCT 4			
DE LAGE LANDEN PUBLIC FINANCE	70.00	472400	
FUNCTION 4 LLC	19.41	472445	
			89.41*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	.42	472351	
DE LAGE LANDEN PUBLIC FINANCE	70.00	472400	
FUNCTION 4 LLC	19.41	472445	
			89.83*
CONSTABLE PCT. 7			
OFFICE DEPOT	89.18	472302	
			89.18*
CONSTABLE PCT. 8			
DE LAGE LANDEN PUBLIC FINANCE	322.93	472400	
FUNCTION 4 LLC	89.56	472445	
			412.49*
COUNTY MORGUE			
PROCTOR'S MORTUARY INC	7,650.00	472390	
FORENSIC MEDICAL	56,728.00	472461	
			64,378.00*
AGRICULTURE EXTENSION SVC			

PGM: GMCOMMV2	DATE 06-09-2020		PAGE: 7 204 TOTAL
NAME	AMOUNT	CHECK NO.	
DE LAGE LANDEN PUBLIC FINANCE	200.00	472400	
FUNCTION 4 LLC	55.47	472445	
HEALTH AND WELFARE NO. 1			255.47*
CLAYBAR FUNERAL HOME, INC.	2,080.00	472278	
COMMUNITY FUNERAL CHAPEL, INC.	1,500.00	472279	
OFFICE DEPOT	144.66	472302	
AUSTIN CECIL WALKES MD PA	2,932.58	472333	
UNITED STATES POSTAL SERVICE	33.26	472351	
PROCTOR'S MORTUARY INC	3,000.00	472391	
DE LAGE LANDEN PUBLIC FINANCE	372.43	472400	
FUNCTION 4 LLC	103.29	472445	
HEALTH AND WELFARE NO. 2			10,166.22*
TIME WARNER COMMUNICATIONS	146.72	472324	
AUSTIN CECIL WALKES MD PA	2,932.58	472333	
VICKIE MCINTYRE	1,136.20	472338	
UNITED STATES POSTAL SERVICE	23.46	472351	
UNITED STATES POSTAL SERVICE	159.05	472352	
TERRI WATSON	138.00	472379	
DE LAGE LANDEN PUBLIC FINANCE	140.00	472400	
SAM'S CLUB DIRECT	70.76	472411	
FUNCTION 4 LLC	38.82	472445	
NURSE PRACTITIONER			4,785.59*
OFFICE DEPOT	228.21	472302	
SIERRA SPRING WATER CO. - BT	6.00	472354	
DE LAGE LANDEN PUBLIC FINANCE	70.00	472400	
LESLIE RIGGS	150.00	472428	
FUNCTION 4 LLC	19.41	472445	
CHILD WELFARE UNIT			473.62*
J.C. PENNEY'S	3,841.64	472358	
ROSS DRESS FOR LESS, INC.	290.27	472380	
ENVIRONMENTAL CONTROL			4,131.91*
JACKSON-HIRSH, INC.	134.49	472291	
OFFICE DEPOT	245.93	472302	
AT&T	32.58	472319	
DE LAGE LANDEN PUBLIC FINANCE	323.13	472400	
FUNCTION 4 LLC	89.62	472445	
INDIGENT MEDICAL SERVICES			825.75*
KING'S PHARMACY BEAUMONT	824.63	472405	
CARDINAL HEALTH 110 INC	25,955.53	472419	
MAINTENANCE-BEAUMONT			26,780.16*
JOHNSTONE SUPPLY	1,593.68	472268	
DELTA FASTENER, INC.	17.60	472280	
W.W. GRAINGER, INC.	42.59	472287	
ENTERGY	408.29	472288	
M&D SUPPLY	151.31	472296	
SANITARY SUPPLY, INC.	275.04	472310	
ACE IMAGEWEAR	199.22	472314	
AT&T	407.52	472319	
WORTH HYDROCHEM	265.00	472336	
CENTERPOINT ENERGY RESOURCES CORP	2,780.40	472372	
FIRETROL PROTECTION SYSTEMS, INC.	1,140.00	472384	
DE LAGE LANDEN PUBLIC FINANCE	70.00	472400	
INDUSTRIAL & COMMERCIAL MECHANICAL	876.57	472410	
AT&T	16,062.50	472438	
MANNING'S OFFICE SOLUTIONS LLC	310.59	472440	
FUNCTION 4 LLC	19.41	472445	
ADVANTAGE INTERESTS INC	2,392.00	472451	
REXEL USA INC	126.97	472453	
MAINTENANCE-PORT ARTHUR			27,138.69*

PGM: GMCOMMV2	DATE 06-09-2020	PAGE: 8
NAME	AMOUNT	CHECK NO. TOTAL
TEXAS GAS SERVICE	495.86	472363
DE LAGE LANDEN PUBLIC FINANCE	140.00	472400
FUNCTION 4 LLC	38.82	472445
		674.68*
MAINTENANCE-MID COUNTY		
CITY OF NEDERLAND	143.01	472277
ENTERGY	296.86	472288
ACE IMAGEWEAR	124.10	472314
AT&T	718.10	472319
W. JEFFERSON COUNTY M.W.D.	65.24	472335
DE LAGE LANDEN PUBLIC FINANCE	70.00	472400
FUNCTION 4 LLC	19.41	472445
		1,436.72*
SERVICE CENTER		
ACTION AUTO GLASS	49.95	472263
J.K. CHEVROLET CO.	410.43	472290
PHILPOTT MOTORS, INC.	211.36	472305
WARREN EQUIPMENT CO.	368.88	472334
JEFFERSON CTY. TAX OFFICE	7.50	472344
JEFFERSON CTY. TAX OFFICE	7.50	472345
JEFFERSON CTY. TAX OFFICE	7.50	472346
JEFFERSON CTY. TAX OFFICE	16.75	472347
DE LAGE LANDEN PUBLIC FINANCE	70.00	472400
MIGHTY OF SOUTHEAST TEXAS	191.10	472403
SPANKY'S WRECKER SERVICE INC	150.00	472409
SILSBEE FORD INC	276.90	472422
FUNCTION 4 LLC	19.41	472445
		1,787.28*
VETERANS SERVICE		
UNITED STATES POSTAL SERVICE	9.12	472351
UNITED STATES POSTAL SERVICE	1.90	472352
DE LAGE LANDEN PUBLIC FINANCE	240.00	472400
FUNCTION 4 LLC	66.56	472445
		317.58*
		621,291.78**
MOSQUITO CONTROL FUND		
SANITARY SUPPLY, INC.	50.91	472310
AT&T	32.58	472319
TIME WARNER COMMUNICATIONS	102.90	472323
UNITED PARCEL SERVICE	12.52	472332
DE LAGE LANDEN PUBLIC FINANCE	70.00	472400
FUNCTION 4 LLC	19.41	472445
		288.32**
FEMA EMERGENCY		
ACTION AUTO GLASS	397.80	472264
C. JOHNNIE-ON-THE-SPOT	660.24	472273
OFFICE DEPOT	400.42	472303
SANITARY SUPPLY, INC.	65.20	472311
ULINE SHIPPING SUPPLY SPECIALI	1,131.41	472331
MARISSA PHILLIPS	420.00	472374
SHERWIN-WILLIAMS	725.00	472385
PARKER LUMBER	289.61	472392
BIOREFERENCE LABORATORIES INC	183,550.00	472401
SPRINT WASTE SERVICES LP	1,194.39	472424
COLIN'S KITCHEN LLC	3,596.40	472436
STERICYCLE, INC	723.00	472456
GULF COAST	188.10	472466
BIOMEDICAL WASTE SOLUTIONS LLC	495.00	472469
RUSSELL WRIGHT	575.00	472470
RILEY LOVE	345.00	472471
WES VICE HARDWOODS & SUPPLY INC	576.65	472472
KARA PENT	525.00	472474
		195,858.22**
FAMILY GROUP CONFERENCING		
DE LAGE LANDEN PUBLIC FINANCE	70.00	472400
FUNCTION 4 LLC	19.41	472445
		89.41**
J.C. FAMILY TREATMENT		

PGM: GMCOMMV2	DATE 06-09-2020		PAGE: 9 206 TOTAL
NAME	AMOUNT	CHECK NO.	
KELLY WEBSTER	15.99	472381	
DEANN WILLS	1,168.00	472468	1,183.99**
SECURITY FEE FUND			
ALLIED UNIVERSAL SECURITY SERVICES	8,797.62	472467	8,797.62**
LAW LIBRARY FUND			
LEXIS-NEXIS	802.00	472353	
LEXISNEXIS MATTHEW BENDER	1,232.69	472360	
DE LAGE LANDEN PUBLIC FINANCE	70.00	472400	
THOMSON REUTERS-WEST	42.00	472416	
FUNCTION 4 LLC	19.41	472445	2,166.10**
EMPG GRANT			
TIME WARNER COMMUNICATIONS	112.57	472325	112.57**
GRANT A STATE AID			
VECTOR SECURITY	650.00	472449	650.00**
COMMUNITY SUPERVISION FND			
DONNA KOUNTZ	38.88	472295	
OFFICE DEPOT	450.09	472302	
UNITED STATES POSTAL SERVICE	81.10	472351	
UNITED STATES POSTAL SERVICE	124.20	472352	
JCCSC	892.00	472395	1,586.27**
JEFF. CO. WOMEN'S CENTER			
MARKET BASKET	73.63	472297	
OFFICE DEPOT	285.24	472302	
SYSCO FOOD SERVICES, INC.	1,076.64	472320	
BEN E KEITH FOODS	824.65	472367	
BEN E KEITH FOODS	939.43	472369	
CENTERPOINT ENERGY RESOURCES CORP	208.45	472372	
ATTABOY TERMITE & PEST CONTROL	60.00	472386	
ROCHESTER ARMORED CAR CO INC	123.36	472394	
DE LAGE LANDEN PUBLIC FINANCE	140.00	472400	
SAM'S CLUB DIRECT	219.10	472411	
MATERA PAPER COMPANY INC	317.73	472415	
SPOK INC	16.44	472427	
FUNCTION 4 LLC	38.82	472445	4,323.49**
COMMUNITY CORRECTIONS PRG			
DE LAGE LANDEN PUBLIC FINANCE	90.00	472400	
FUNCTION 4 LLC	24.96	472445	114.96**
DRUG DIVERSION PROGRAM			
DE LAGE LANDEN PUBLIC FINANCE	80.00	472400	
FUNCTION 4 LLC	22.19	472445	102.19**
JAG GRANTS			
CDW COMPUTER CENTERS, INC.	153.57	472341	153.57**
COVID 19 GRANTS			
PARKER LUMBER	315.96	472392	315.96**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT.	142.35	472274	
M&D SUPPLY	50.07	472296	
MUNRO'S	132.74	472298	
COOK'S NURSERY	115.14	472396	
DE LAGE LANDEN PUBLIC FINANCE	315.00	472400	
MATERA PAPER COMPANY INC	400.00	472415	

PGM: GMCOMMV2	DATE 06-09-2020	AMOUNT	CHECK NO.	PAGE: 10 207 TOTAL
FUNCTION 4 LLC		87.36	472445	
DISTRICT CLK RECORDS MGMT				1,242.66**
DE LAGE LANDEN PUBLIC FINANCE		140.00	472400	
FUNCTION 4 LLC		38.82	472445	
AIRPORT FUND				178.82**
CITY OF NEDERLAND		1,007.50	472277	
SANITARY SUPPLY, INC.		502.42	472310	
BUBBA'S AIR CONDITIONING		387.50	472337	
UNITED STATES POSTAL SERVICE		.84	472351	
LOWE'S HOME CENTERS, INC.		542.80	472359	
ROBERT'S TEXACO XPRESS LUBE		7.00	472383	
ATTABOY TERMITE & PEST CONTROL		154.50	472386	
DE LAGE LANDEN PUBLIC FINANCE		140.00	472400	
SOUTHEAST TEXAS PARTS AND EQUIPMENT		109.78	472423	
FUNCTION 4 LLC		38.82	472445	
TITAN AVIATION FUELS		8,794.62	472459	
SE TX EMP. BENEFIT POOL				11,685.78**
EXPRESS SCRIPTS INC		74,175.71	472452	
WORKER'S COMPENSATION FD				74,175.71**
TRISTAR RISK MANAGEMENT		199.40	472373	
MARINE DIVISION				199.40**
CITY OF NEDERLAND		41.30	472277	
JACK BROOKS REGIONAL AIRPORT		266.58	472292	
SETZER HARDWARE, INC.		28.34	472313	
				336.22**
				970,450.40***



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED that at an emergency meeting of the Commissioners' Court of Jefferson County, Texas, held on the 9th day of June, 2020, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Resolution was adopted:

WHEREAS, the Jefferson County Commissioners' Court finds that immediate action is required during times of an emergency; and

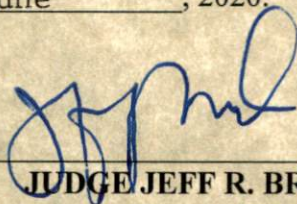
WHEREAS, the Jefferson County Commissioners' Court recognizes that the County Judge did sign a Disaster Declaration for Jefferson County on March 13, 2020; and

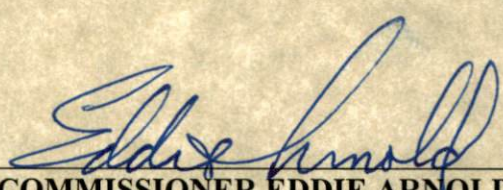
WHEREAS, the Jefferson County Commissioners' Court recognizes that this Disaster Declaration must be renewed pursuant to Section 418.108 (b), Government Code; and

WHEREAS, the Jefferson County Commissioners' Court recognizes that Jefferson County remains in a state of disaster as a result of the COVID-19 PANDEMIC and that the renewal of this Declaration of Disaster is necessary for the protection of life and property in Jefferson County;

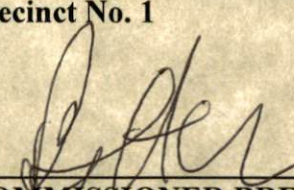
NOW THEREFORE, BE IT RESOLVED that Commissioners' Court of Jefferson County, Texas, does hereby approve the renewal and extension of the Disaster Declaration entered on March 13, 2020.


SIGNED this 9th day of June, 2020.


JUDGE JEFF R. BRANICK
 County Judge


COMMISSIONER EDDIE ARNOLD
 Precinct No. 1


COMMISSIONER MICHAEL S. SINEGAL
 Precinct No. 3


COMMISSIONER BRENT A. WEAVER
 Precinct No. 2


COMMISSIONER EVERETTE D. ALFRED
 Precinct No. 4



**AGENDA ITEM****June 9, 2020**

Consider and possibly approve an Order to establish the USA Reinvestment Zone pursuant to Sec.312.2041, Texas Tax Code.

STATE OF TEXAS § IN THE COMMISSIONERS COURT

COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON
COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE
PURSUANT TO SEC 312. 401 OF THE TAX CODE
(THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas; held on the 9th day of June, 2020 on motion made by Eddie Arnold, Commissioner of Precinct No 1, and seconded by Everette D. Alfred, Commissioner of Precinct No 44, the following Order was adopted

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and.

WHEREAS, it is in the best interest of the County to designate the USA Rail facility in Port Arthur, TX a reinvestment zone, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act)

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF
JEFFERSON COUNTY, TEXAS

- Section 1. That the Commissioners Court hereby designates the property, 4801 53rd Street, Port Arthur, TX (mailing purposes only), Jefferson County, Texas 77642, further described in the legal description attached hereto as Exhibit "A", and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone")
- Section 2 That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)
- Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas
- Section 4 That the Commissioners Court held a public hearing to consider this Order on the 9th day of June, 2020.

- Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement
- Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community
- Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this 9th day of June, 2020.



 JEFF R. BRANICK
 County Judge



 COMMISSIONER EDDIE ARNOLD
 Precinct No. 1



 COMMISSIONER MICHAEL S. SINEGAL
 Precinct No. 3



 COMMISSIONER BRENT A. WEAVER
 Precinct No. 2



 COMMISSIONER EVERETTE D. ALFRED
 Precinct No 4



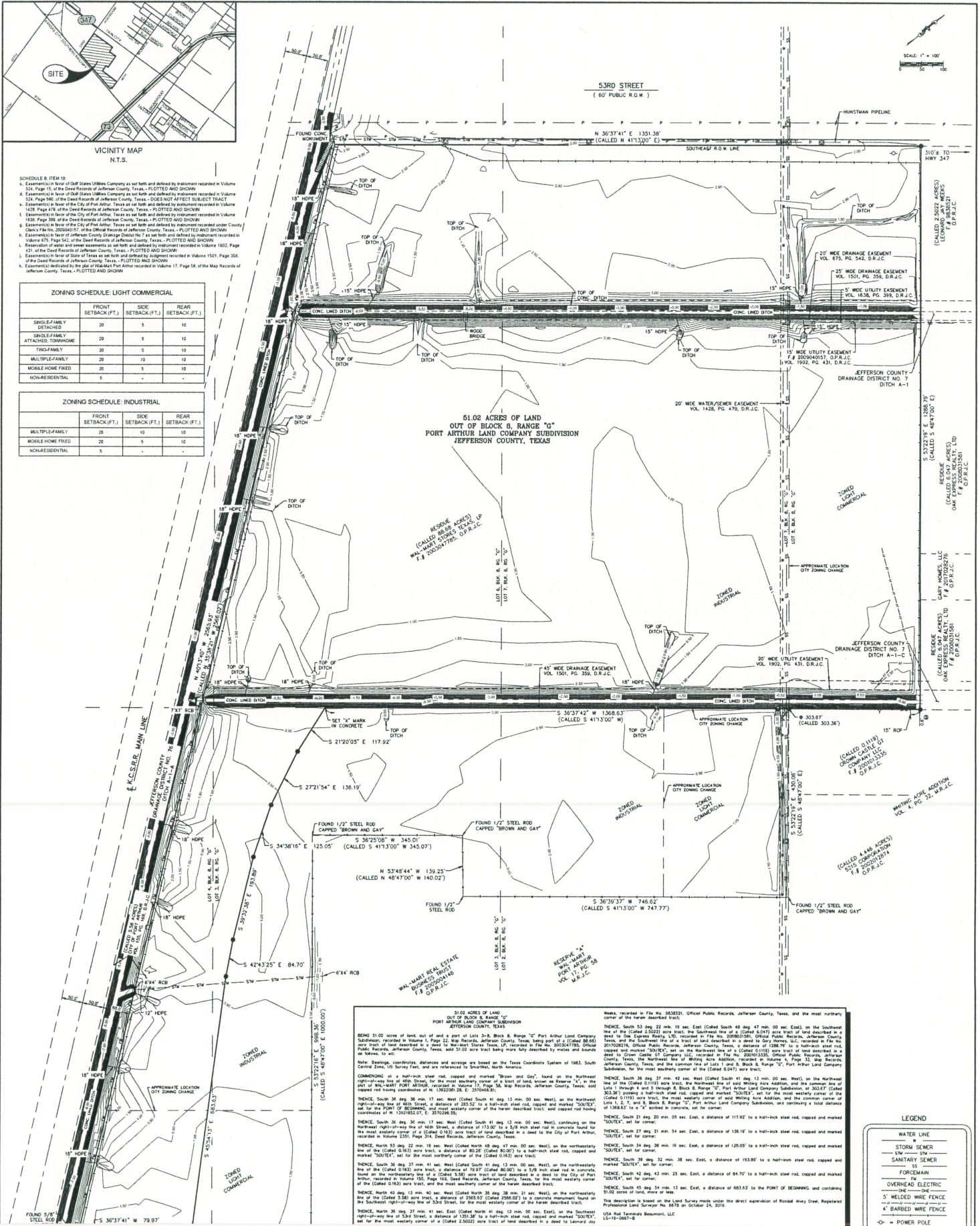
VICINITY MAP
N.T.S.

SCHEDULE B ITEM 10

- Easements in favor of Gulf States Utilities Company as set forth and defined by instrument recorded in Volume 1389, Page 567, of the Deed Records of Jefferson County, Texas - PLOTTED AND SHOWN
- Easements in favor of Gulf States Utilities Company as set forth and defined by instrument recorded in Volume 1324, Page 546, of the Deed Records of Jefferson County, Texas - DOES NOT AFFECT SURVEY TRACTS
- Easements in favor of City of Port Arthur as set forth and defined by instrument recorded in Volume 1428, Page 419, of the Deed Records of Jefferson County, Texas - PLOTTED AND SHOWN
- Easements in favor of City of Port Arthur as set forth and defined by instrument recorded in Volume 1431, Page 398, of the Deed Records of Jefferson County, Texas - PLOTTED AND SHOWN
- Easements in favor of the City of Port Arthur, Texas as set forth and defined by instrument recorded under County Clerk's Office File No. 2008-102, Page 1, of the Deed Records of Jefferson County, Texas - PLOTTED AND SHOWN
- Easements in favor of Jefferson County Drainage District No. 10 as set forth and defined by instrument recorded in Volume 475, Page 542, of the Deed Records of Jefferson County, Texas - PLOTTED AND SHOWN
- Easements in favor of State of Texas as set forth and defined by instrument recorded in Volume 1902, Page 431, of the Deed Records of Jefferson County, Texas - PLOTTED AND SHOWN
- Other Easements in favor of State of Texas as set forth and defined by instrument recorded in Volume 1902, Page 439, of the Deed Records of Jefferson County, Texas - PLOTTED AND SHOWN
- Easements designated by title of Waco-Mat Port Authority Agreement recorded in Volume 17, Page 58, of the Map Records of Jefferson County, Texas - PLOTTED AND SHOWN

	FRONT SETBACK (FT.)	SIDE SETBACK (FT.)	REAR SETBACK (FT.)
SINGLE-FAMILY DETACHED	20	5	10
SINGLE-FAMILY ATTACHED, TOWNHOME	20	5	10
TWO-FAMILY	20	5	10
MULTIPLE-FAMILY	20	10	10
MOBILE HOME FIXED	20	5	10
NON-RESIDENTIAL	5	-	-

	FRONT SETBACK (FT.)	SIDE SETBACK (FT.)	REAR SETBACK (FT.)
MULTIPLE-FAMILY	20	10	10
MOBILE HOME FIXED	20	5	10
NON-RESIDENTIAL	5	-	-



**AGENDA ITEM****June 9, 2020**

Consider, possibly approve and authorize the County Judge to execute the Appointment of Labor Standards Officer with the Texas Department of Agriculture, appointing Susan Stover of Waxman & Associates for Contract No. 7218240. (This is for the First Time Sewer Service in Cheek.)

Appointment of Labor Standards Officer**A701**(Submit form to Labors@TexasAgriculture.gov)Grant Recipient: County of Jefferson Contract No: 7218240I, Jeff Branick hereby appoint Susan Stover
(Print Mayor/County Judge) (Print Name)

as the Labor Standards Officer for the aforementioned contract. The appointed Labor Standards Officer is assigned to oversee the labor portion of the contract and will be responsible for assuring compliance with all requirements under **Chapter 7 of the TxCDBG Project Implementation Manual**.

Appointed Labor Standards Officer Name:	Susan Stover				
Address:	P. O. Drawer 900				
City:	Jasper	State:	TX	Zip:	75951
Telephone Number:	409.384.3458	Fax Number:	409.384.5719		
Email Address:	susan.stover@sbcglobal.net				

I acknowledge the appointment and duties of Labor Standards Officer.

Signature: _____ Date: _____
(Labor Standards Officer)

Appointed by: Jeff Branick Title: County Judge
(Print Mayor/County Judge)

Signature:  Date: 6.9.20
(Mayor/County Judge)

June 9, 2020

Loma George
Judge Branick's Office

RE: Commissioners' Court Agenda Items

Please place the following item on the agenda for Jefferson County Commissioners' Court meeting scheduled for June 9, 2020.

Consider and possibly approve the elimination of the Assistant Superintendent position for Road & Bridge Precinct 1 (budgeted at \$66,900) and the addition of a Road Foreman position (budgeted at \$62,749). This change will generate net annual savings of \$5,310 including benefits.

Thank you,

Eddie Arnold
County Commissioner, Pct. #1

Regular, June 09, 2020

There being no further business to come before the Court at this time,
same is now here adjourned on this date, June 09, 2020