

*Notice of Meeting and Agenda and Minutes
June 09, 2020*

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:

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



**NOTICE OF MEETING AND AGENDA
 OF COMMISSIONERS' COURT
 OF JEFFERSON COUNTY, TEXAS**
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 §

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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 551.0725regarding 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

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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

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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

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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

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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

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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.

A handwritten signature in black ink that reads "Deborah L. Clark".

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

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves 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-halftimes 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 1.401.2 (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, OIGCA, and PLS. 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 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/texas-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 anything 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 renewed.
- 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, 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 is longer than 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 is longer than 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 provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a change, 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 null and void. 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 / Itemized Item Bids):

References to a Manufacturer's Product by Brand Name or Number are to be 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 12 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 12 COPIES of the MANUFACTURER SPECIFICATIONS (to include full warranty term) at the time of the bid.

Bidders offering alternate/equivalent items MUST ALSO submit an ITEMIZED COMPARISON document detailing equivalence for dimensions, quality, performance, and features of the products offered. Further, the Bidder must demonstrate that the alternate equipment is capable of performing the same operating track record as 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

Bridg 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

6869 Rainbow Lane

Address

Port Arthur Tx 77642

City

State

Zip

Mary Burdine

Signature of Person Authorized to Sign

MARY BURDINE

Printed Name

Owner

Title

For clarification of this offer, contact:

MARY BURDINE

Name

409 962 8747 O

1109 962 0787 F

mary@dbselectronics.com

E-mail

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

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	ca	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		

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

Item	Description	Qty	U/M	Rep
				KLS
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	ca	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	Total Price
1	<p>Removal of existing Furuno Radar System on Existing 29' SAFE Boats.</p> <p>Provide New Complete Furuno Radar System (or Equivalent); as described within these specifications.</p> <p>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.</p>	4		\$13873.42 \$55493.69
2	Furuno On-Site Two-Year Warranty (or Equivalent)	1		\$0.00

Acknowledgment of Addenda (if any):

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

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: 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 1029 Fax: —
 Email Address: bholmes@marinefuelingservice.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

CONFFLICT 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, 44th 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 circumstances that require the statement to be filed. See Section 176.008(a)(1) of the Local Government Code.

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

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

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being requested.

Name of filer

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) of the 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?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from either the officer or the director of the local government officer named in this section AND the tax filing location is not from them? www.jeffco.gov only?

Yes 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?

Yes 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 government 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
This questionnaire reflects changes made to the law by H.B. 23, 20th Legislature, Session 2011.		
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.		
1 Name of Local Government Officer		
2 Office Held		
3 Name of vendor described by Sections 176.001(t) and 176.003(g), Local Government Code		
4 Description of the nature and extent of employment or other business relationship with vendor named in item 3		
5 List gifts accepted by the local government officer and any family member. If any gift or the value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(t)(2)(B), attach additional forms as necessary		
Date Gift Accepted _____ Description of Gift _____		
Date Gift Accepted _____ Description of Gift _____		
Date Gift Accepted _____ Description of Gift _____		
(attach additional forms as necessary)		
6 AFFIDAVIT		
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(t)(2), Local Government Code) of this local government officer. I further swear that this statement covers the 12-month period described by Section 176.003(t)(2)(B), Local Government Code.		
Signature of Local Government Officer		
AFFIX NOTARY STAMP / SEAL ABOVE		
Sworn to and subscribed before me, by the said _____, on _____, 20_____, to certify which, witness my hand and seal of office.		
Signature of officer administering oath		Printed name of officer administering oath
Title of officer administering oath		Signature of officer administering oath

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

Printed Name of Authorized Representative

Signature

Title

Date

Bidder Shall Return Completed Form with Offer.

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 most efficient 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 days, following sufficient time for solicitation, of the planned subcontracted?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	3. Provide HUBs that were genuinely interested with adequate information regarding the project, work, bonding and insurance requirements of 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 bidders?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	5. Document reasons HUBs were rejected, including the reason for rejection, provided to the bidder in a written rejection notice, and provided to HUBs?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	6. If Prime Contractor/Consultant has zero HUBs, provide the reasons why?

If "No" was selected, please explain and include any pertinent information.
If necessary, please use a separate page to answer the following questions.

Include this information with your bid.
If necessary, please use a separate page to answer the following questions.

Printed Name of Authorized Representative

Signature

Title

Bidder Shall Return Completed Form with Bid.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Businesses (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 commencing performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant to be proposed, per the terms and conditions of your contract.

Contractor Name: _____ HUB: Yes 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: _____ 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 FOR IN THE CONTRACT DOCUMENTS. THIS FORM IS NOT TO BE USED AS A SUBSTITUTE FOR THE HUB SUBCONTRACTOR SUBSTITUTION CHARTER FORM. THE HUB SUBCONTRACTOR SUBSTITUTION CHARTER FORM MUST BE COMPLETED AND FAXED TO THE COUNTY PURCHASING AGENT'S OFFICE AT 409-835-8456.

Bidder Shall Return Completed Form with Bid.

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 _____ Zip _____

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

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

Total Contract: \$ _____ Total HUB Subcontract: \$ _____

Construction HUB Goals: 12.8% MBE: _____ % (12.8%) VBE: _____ %

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 Contract Texas Unified Certification

Address: _____
 Street _____ City _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Bid.

**Historically Underutilized Businesses (HUB)
Subcontracting Participation Declaration Form**

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Indicate 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 subject to review by
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 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:

- 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 reason(s):
- Other: _____

Was the Jefferson County HUB Office contacted for assistance in meeting HUB goals?

Yes No

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

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 the bidder selected 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 the bidder selected for the contract award must be provided **immediately** after their selection.

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: _____
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: _____

Bidder Shall Return Completed Form to JCSO Radar Systems

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 Project Cost: % _____

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 Project Cost: % _____

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the HUB Program Instructions and Information, truthfully completed this form, and **attached any necessary support documentation as required**. Intentionally false information on this document may result in my not receiving a contract award or being denied a resulting contract.

I declare under penalty of perjury that all applicable parts of this declaration are true and correct and that intentionally falsifying any part of this declaration is a violation of law and will result in the denial of 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 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

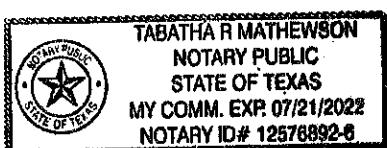
On this 2nd day of June, 2020, personally appeared

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	<p>Removal of existing Furuno Radar System on Existing 29' SAFE Boats.</p> <p>Provide New Complete Furuno Radar System (or Equivalent); as described within these specifications.</p> <p>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.</p>	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 after being by me duly sworn, did depose and say:

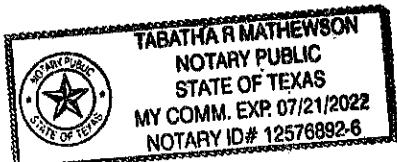
"I, Mary Burdine am a duly authorized officer of/agent for DBS Electronics Inc. and have been duly authorized to execute the foregoing on behalf of the said DBS Electronics Inc.

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 Electronics Inc.
16369 Rainbow Lane, Port Arthur Tx 77642
 Fax: (409) 962 8797 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
Beaumont, 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 Clark

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

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

Deer Park TX 77536

City

State

Zip

Signature of Person Authorized to Sign

David Lemoine

Name

281-479-1515

212-901-0909

Phone

Fax

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	<p>Removal of existing Furuno Radar System on Existing 29' SAFE Boats.</p> <p>Provide New Complete Furuno Radar System (or Equivalent); as described within these specifications.</p> <p>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.</p>	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: 985-396-4367

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 Anthopysz, Vice President of Programs

Phone: 360-293-9575 Fax: 360-293-9576

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.

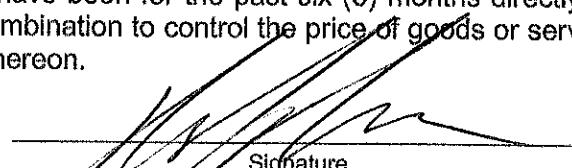
Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? Yes No

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)



Signature

921 Seaco Avenue
Street & Mailing Address

David Lemoine
Print Name

Deer Park TX 77536
City, State & Zip

June 1, 2020
Date Signed

281-479-1515
Telephone Number

212-901-0909
Fax Number

david.lemoine@mackaymarine.com
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p>n/a</p>		Date Received
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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;">_____ 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><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><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><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>_____ _____ _____ _____</p>		
<p>4 _____</p> <p>_____ Signature of vendor doing business with the governmental entity</p>		_____ Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS	
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>			
1	Name of Local Government Officer		OFFICE USE ONLY
2	Office Held		Date Received
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>		
<hr style="width: 100%; border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="margin: 0;">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>			
Signature of officer administering oath		Printed name of officer administering oath	Title of officer administering oath

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

Printed Name of Authorized Representative

Signature

Title

Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: Yes No

Address: _____
 Street _____ City _____ State _____ Zip _____

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

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

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

Description of Subcontract Work to be Performed: _____

 Printed Name of Contractor Representative _____ Signature of Representative _____ Date _____

 Printed Name of HUB _____ Signature of Representative _____ Date _____

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
 Street _____ City _____ State _____ Zip _____

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB 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): _____

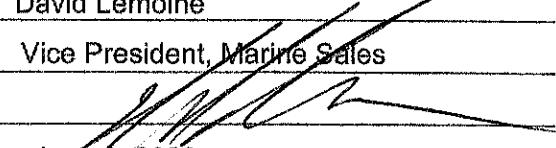
Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

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 exists to make a profit.

Signature of Company Representative

6/2/20
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

06/02/2020



DIANA ADAMS
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 01/17/2022
NOTARY ID 12967698-3

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 (name) am a duly authorized officer/agent 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

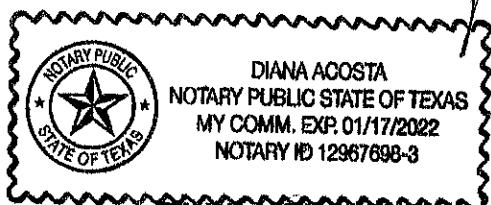
Fax: 212-901-0909 Telephone# 281-479-1515

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

Signature: 

SUBSCRIBED AND SWORN to before me by the above-named

David Lemoine on this the 05 nd 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: 001-376-480-00 Signal/Power Cable Assembly, 15m	1	2,193	2,193
5	FA30	Black Box AIS Receiver	1	760	760
6	PG700 001-105-770-10	Fluxgate Magnetic Sensor. Includes: Cable, NMEA2K Micro dbl-end, 6m	1 1	840	840
7	HUB101 000-167-176 000-167-944	Dedicated Interswitch Hub. Includes: NN3D LAN Cable Power Cable Assembly	1 1 1	570	570
8	FI5002	Junction Box, NMEA2K	1	148	148
9	AV7-M	Comrod VHF Antenna (for AIS)	1	194	194
10	GP330B 001-193-460-10	GPS/WAAS Sensor. Includes: Cable Assembly, 6m	1 1	380	380
<i>Optional:</i>					
	001-037-640	Deck Mount Kit		55	
	001-041-560	Pipe Mount Kit		43	
11	SS60-x-10F	Transducer. Please specify 0, 12, or 20° tilt.	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) Travel and mileage to/from Beaumont (per tech) - straight time Travel and mileage to/from Beaumont (per tech) - overtime Installation Material <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>	1 2 1	4,900 880 1,205 100	4,900 1,760 1,205 100
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.
2. Applicable sales tax will be added unless a Tax Exempt Certificate is supplied.
3. 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.
4. Payment Terms are Net 30 days (with approved credit) from the invoice date, otherwise advanced payment by ACH or wire transfer is required.
5. Delivery - TBD.
6. Shipment - best way
7. All warranties are subject to the terms and conditions of the manufacturers guarantee only, no other guarantee is expressed or implied.
8. 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.
9. 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
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: _____ _____ _____	
<p><u>MUST BE FILLED OUT IF DEFECTIVE IS CHECKED ABOVE:</u> Describe nature of failure: (if "Out of Box Failure", <u>EXPLAIN:</u>)</p> <hr/> <hr/> <hr/> <hr/> <hr/>	
<p>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.</p>	
<p>For FUSA office use only: RMA Authorized by: _____</p>	<p>RMA#</p>
<p>Date: _____</p>	
<p>Return to Camas, WA <input type="checkbox"/> Denton, MD <input type="checkbox"/></p>	<p>***An approved RMA must be filled in or this form is void</p>
<p><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. Any Product or Parts returned to FUSA may be subject to a Restocking or Retest Fee.</i></p>	

POWER TRIP

FURUNO

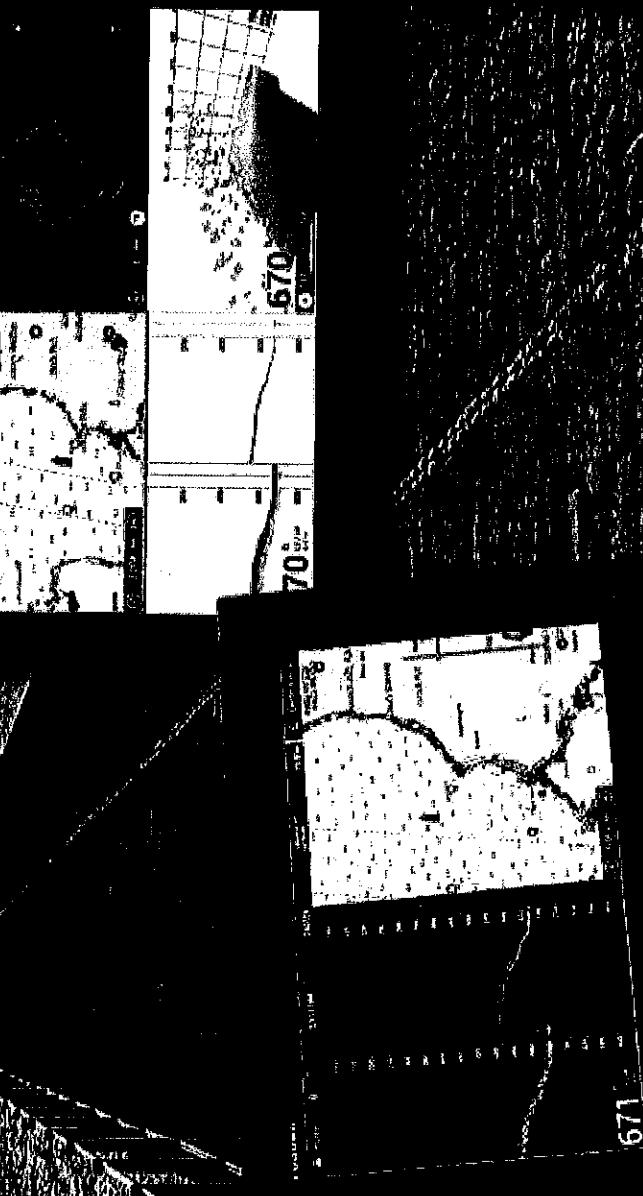


NAVnet
touch

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.

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 Rocker as you crash through the waves, and navigate easily to your charted destination.

TZT19F - 19" ALL GLASS IPS DISPLAY

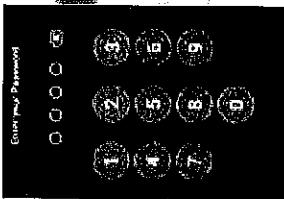
Experience navigation like never before with this stunning and powerful 19" Multi function display. Imagine having one or multiple units on your helm, giving you a commanding station that makes it look like you're the captain of a sci-fi spaceship!

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

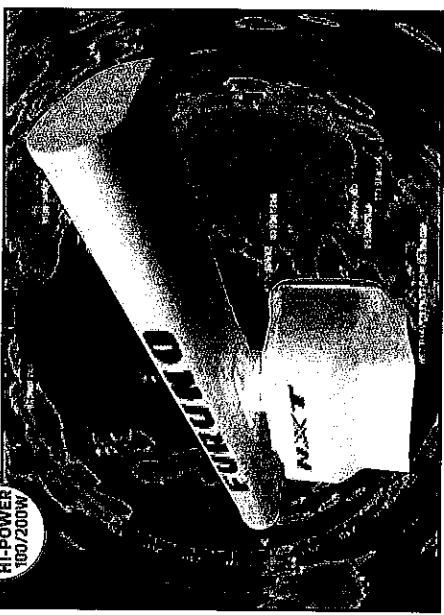
*Connect a 5kW or 10kW transducer using BT-5; power output is 3kW

NEW!
HI-POWER
100/200W



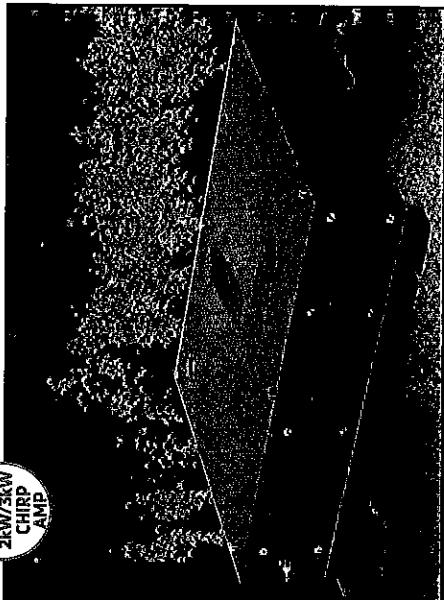
PIN CODE LOCK

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.



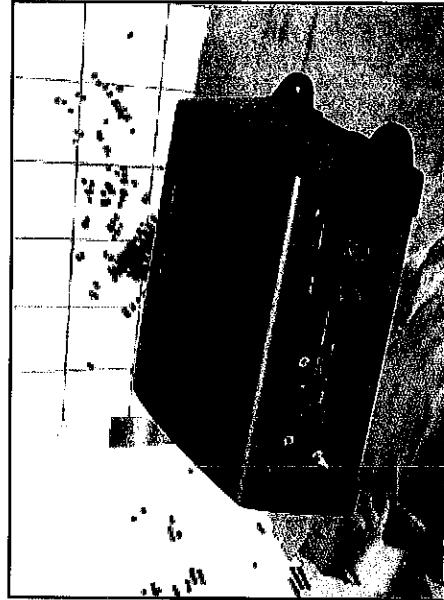
THE BENCHMARK FOR RADAR

Furuno NXT Solid-State Doppler Radars pack power like never before. From the DRS4D-NXT alone 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.



HIGH-POWER TruEcho CHIRP™ FISH FINDER AMP

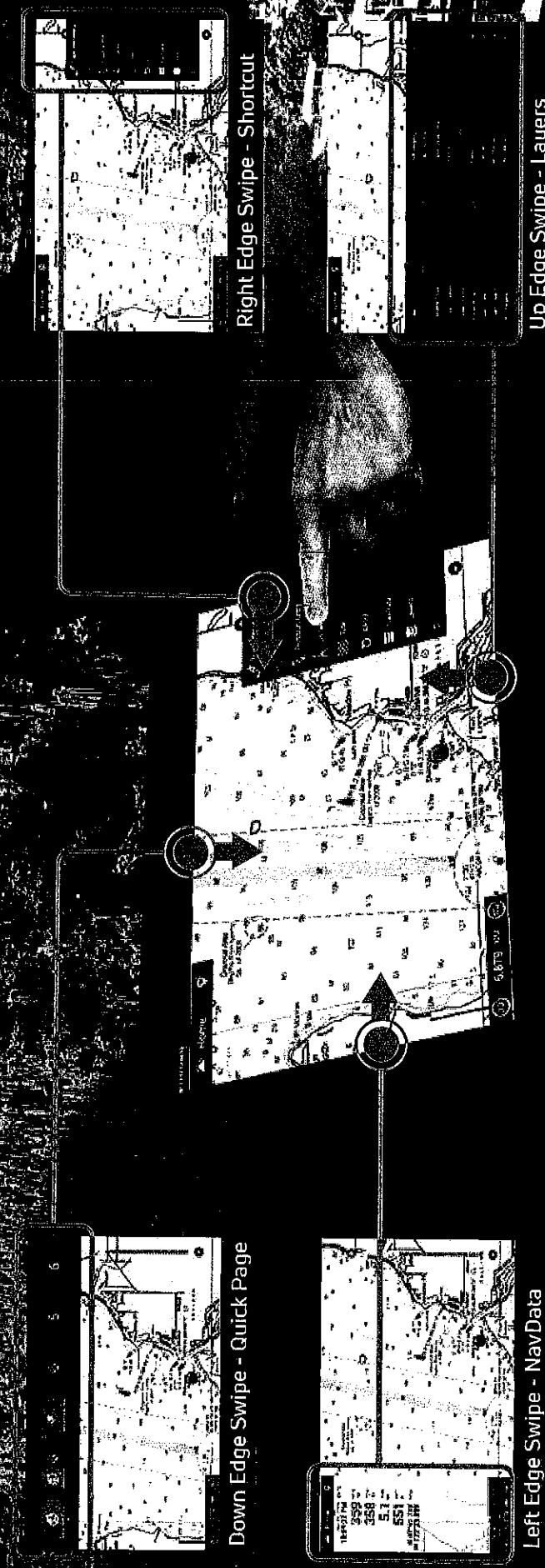
Introducing Deep Impact - Di-FFAMP2, a new high-power TruEcho CHIRP™ Fish Finder amp designed specifically to work with NavNet TZtouch3. This 2kW or 3kW TruEcho CHIRP™ Fish Finder amp gets you down to the deepest waters to find your catch. You can even connect a 5kW or 10kW transducer! (BT-5 required)



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.

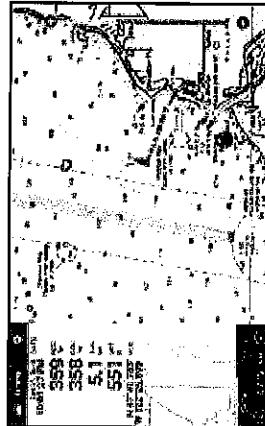
Because finding your
HAPPY PLACE
shouldn't be difficult.



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

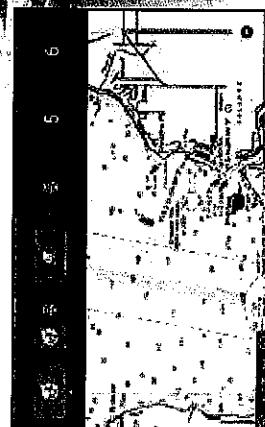
as your phone!

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.



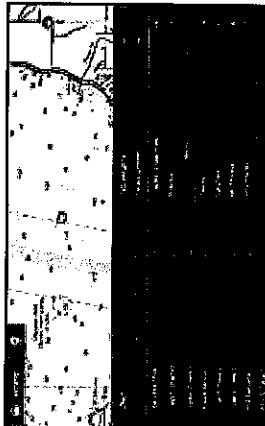
LEFT EDGE SWIPE - NAVDATA

Swipe from the left to bring up your NavData box. Access general Nav Data 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.

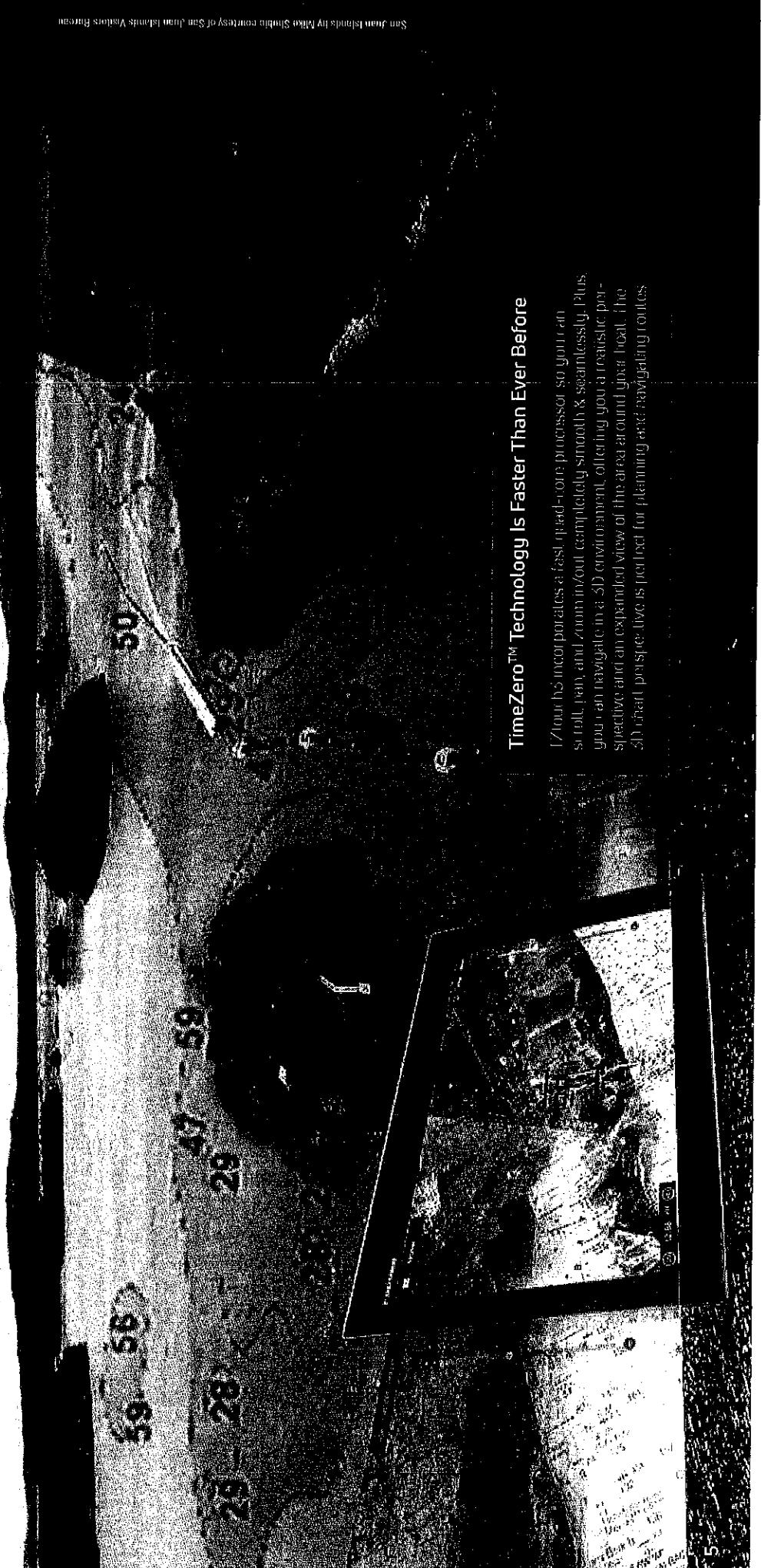
12" HYBRID CONTROL DISPLAY

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: MCB
- 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 Shubitz courtesy of San Juan Islands Waters Bureau

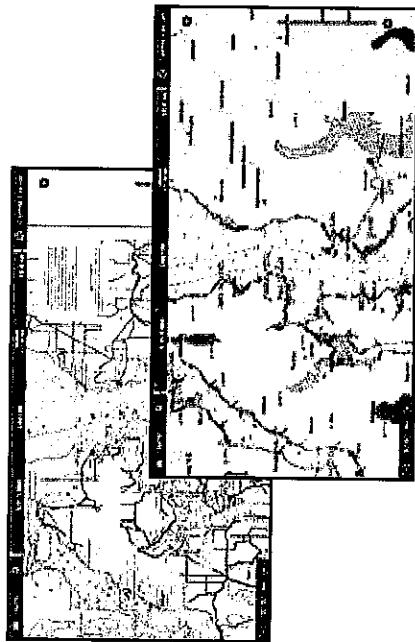


TimeZero™ Technology Is Faster Than Ever Before

TimeZero™ incorporates a fast quad-core processor so you can see full, fast, and room-in-foot completely smooth & seamlessly. Plus, you can navigate in a 3D environment, offering you a realistic perspective and an extended view of the area around you. And the 3D flight 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.



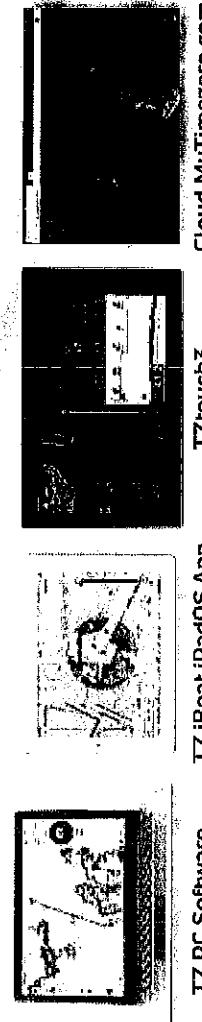
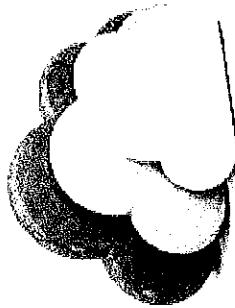
DEPTH SHADING

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.

CLOUD

TZ

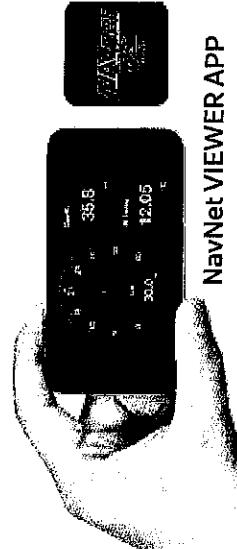


NEVER LOSE WAYPOINTS, ROUTES OR SETTINGS AGAIN WITH TZ CLOUD

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 TZ Touch3. Also, create events on your MFD and retrieve them at home because the data is synchronized automatically & securely to MyTimeZero. TZ Cloud also stores marks, routes, boundaries, photos, and catch data! (*Cloud.MyTimezero.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.



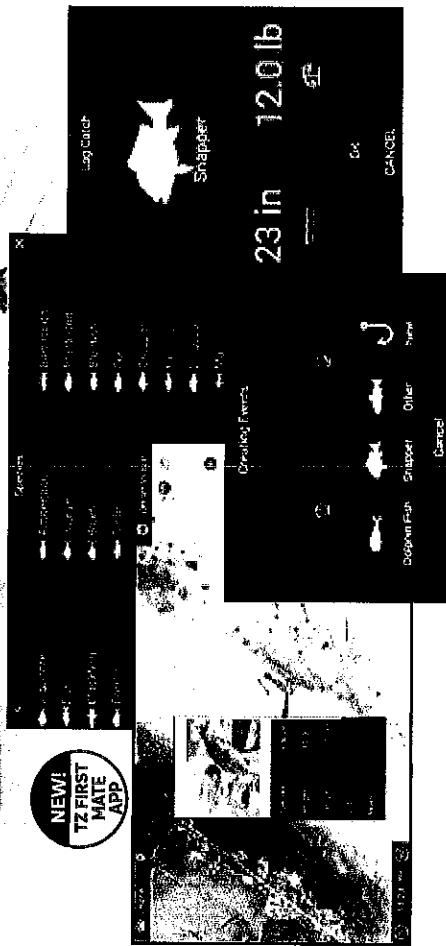
NavNet CONTROLLER APP

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



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.

TZ FIRST MATE APP KEEPS TRACK OF YOUR CATCH & LOCATION



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 Solid-State Doppler and the X-Class Radars have you covered for watching storms with Rain Mode, monitoring hazards targets with Target Analyzer™, Fast Target Tracking™, and even finding birds with Bird Mode.

BETTER DETECTION

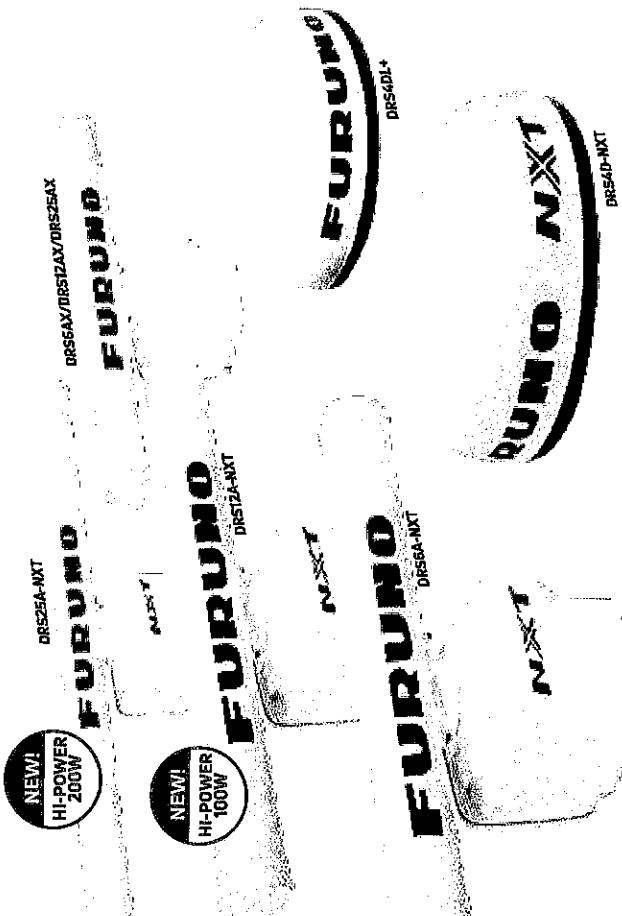
More power means
of all the targets around you!

More power means

More power means BETTER DETECTION

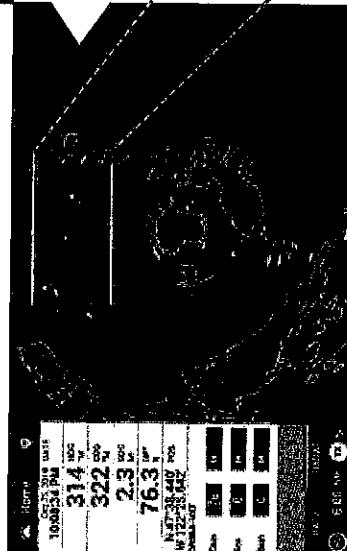
of all the targets around you!

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.



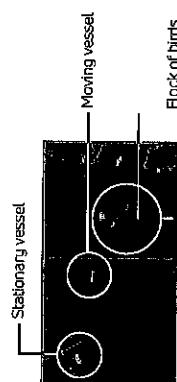
DUAL RANGE MODE

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 option 1+)



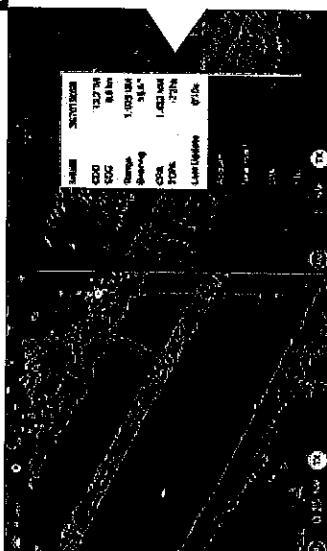
BIRD MODE

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-40/70/770 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.

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

NavNet TZtouch3 Network/Products Lineup



DRS4DL+/DRS4D-NXT
DRS6A/T2A/72A/NXT
DRS6A/T2A/25A/X-Class

WEATHER/ PC PLOTTER



TZ-PC Software
[Ethernet] [Power]

Network Weather
FAX-30
[Power]

OTHERS



Marine Entertainment System,
Fusion APOLLO Series, etc.
[Power]



IP Camera
[Power]



Analog Camera
[Power]



Thermal Camera
[Power]



Digital Switching System
CZONE
[Power]

TZT12F 12" Hybrid Multi Touch



[Power]

TZT16F 16" Multi Touch



[Power]



GPS Internal Antenna
TZT12F/TZT16F

CONVERTER



NMEA Data Converter
[F-NMEA2k2]
[Power]



Analog NMEA Data Converter
[F-NMEA2k1]
[Power]

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

*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.

FISH FINDER



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

FISH FINDER
Internal
[Power]

Bottom Discrimination Fish Finder
BDF31
[Power]

Multi Beam Sonar
DFF-3D
[Power]

AIS



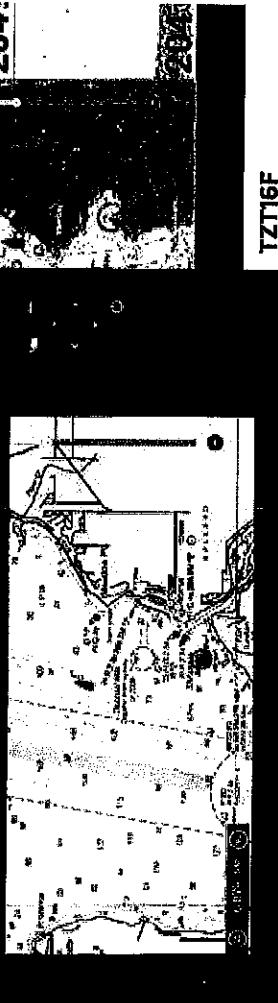
AIS Receiver
FA-40
[Power]



Class-B AIS Transponder
FA-70
[Power]



Class-A AIS Transponder
FA-170
[Power]



TZT16F
16" Multi Touch

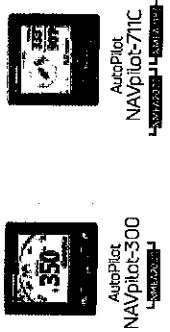
TZT12F
12" Hybrid Multi Touch



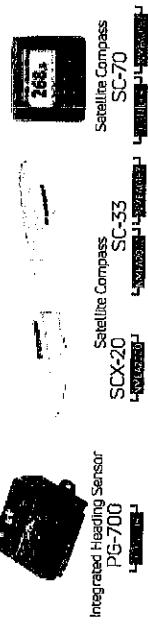
NavNet TZtouch3 is NMEA 2000 certified. NMEA2000 offers improved data transfer rates and true plug-and-play operation.



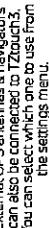
AUTOPILOT



COMPASS



COMPASS



GPS Internal Antenna

External GPS antennas & navigators can also be connected to TZTouch3. You can select which one to use from the settings menu.

SENSOR

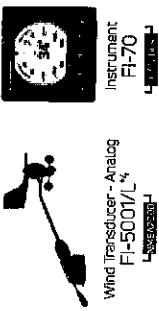


DST-800 & other smart sensors for depth/speed/temp



Depth/Speed/Temp Sensor
220VWX³

INSTRUMENT



Wind Transducer - Analog
FI-5001/L

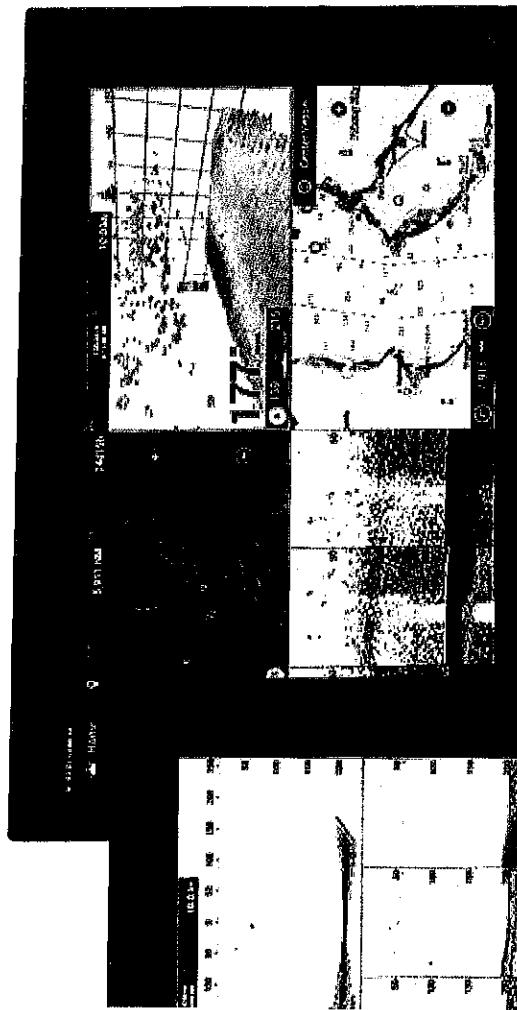
Instrument
DST-800

OPTION



³ 220VWX available only in U.S. and Canada. ⁴ Requires NMEA4IF Data Converter.

TZTouch
19" Multi Touch



Interface Connection Legend



Internal 1kV TruEcho CHIRP™ Fish Finder

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

We gave you something
TO CHIRP
about

NEW!
2kW/3kW
CHIRP
AMP

FURUNO

Giro Stabilizzatori

GO DEEPER WITH MORE POWER THAN YOU THOUGHT WAS POSSIBLE

You spoke. We listened. And now we delivered. *Zeta* S incorporates a powerful internal 1kW TruEcho fish finder. For many, this is the perfect fish finder, but for some, they need even more. So, we proudly bring you **Deep Impact** (DFI) 2kW/5kW, a high powered TruEcho fish finder that connects to the internal TruEcho fish finder. But if that is not enough, Deep Impact allows you to connect a 5kW or 10kW transducer with the DF1-5.

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!



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 193cm (>4" to <78") 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.

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.



FIND MORE FISH WITH TruEcho CHIRP™

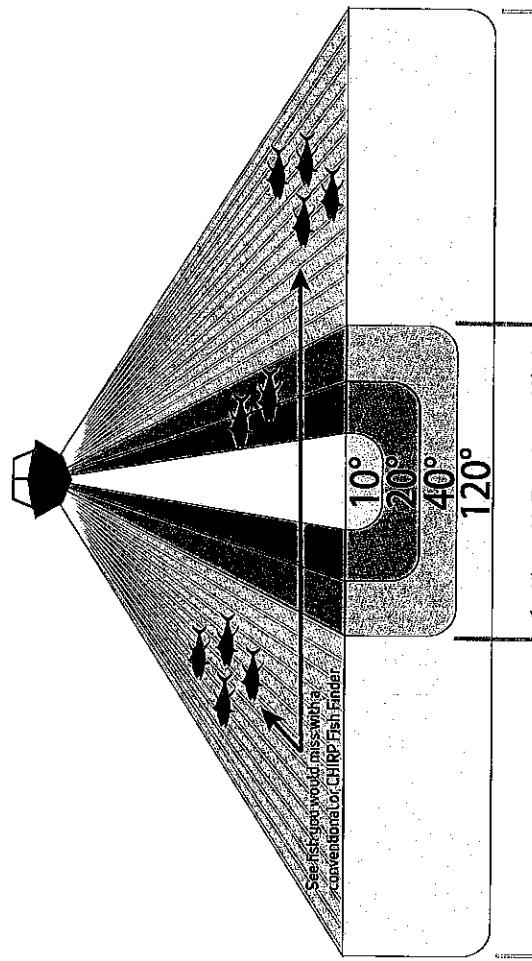
The internal 1kW TruEcho CHIRP™ Fish Finder inside TZtouch3 is designed to operate across a wide range of frequencies utilizing a broadband transducer and delivers significant advantages to signal clarity & target definition. Due to the constant sweeping of frequencies, it is capable of gathering more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



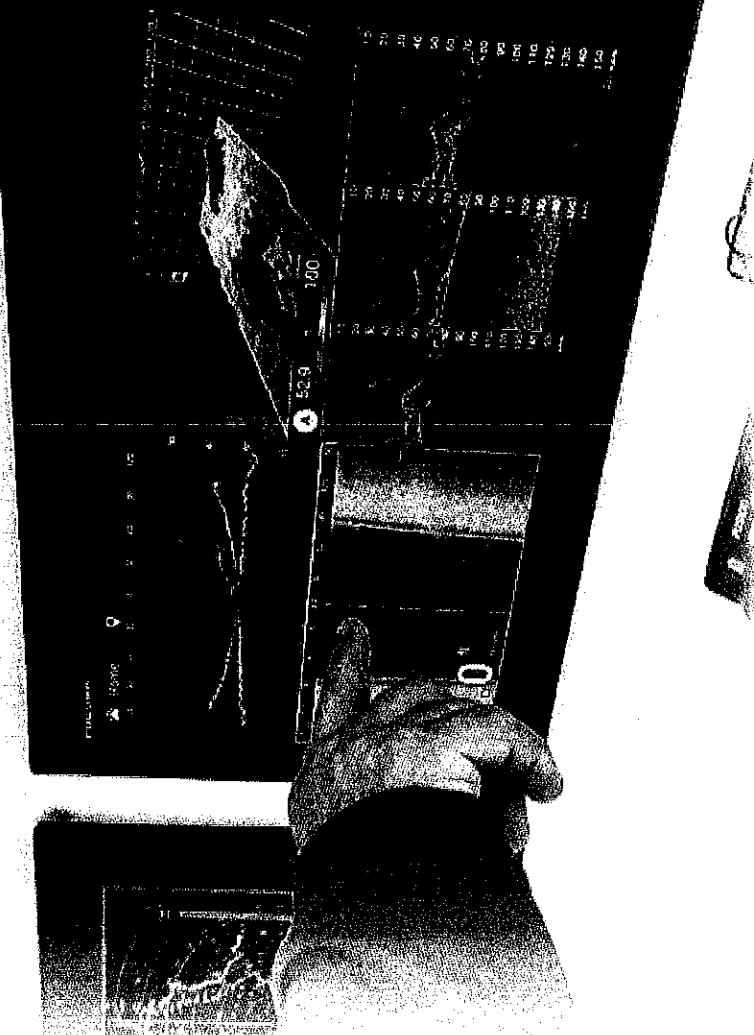
More power to see 120° **PORT-STARBOARD**

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!

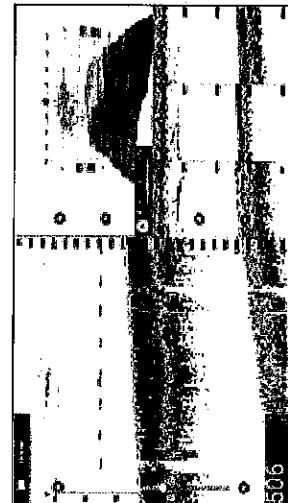


The DFF-3D Multi Beam Sonar operates at 165kHz, giving you fantastic depth penetration while still displaying echoes in high-resolution. Compared to a 40° ultra-wide transducer, you will see 3-times the area around your boat, helping you to find fish you might have otherwise missed. Plus, you can see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



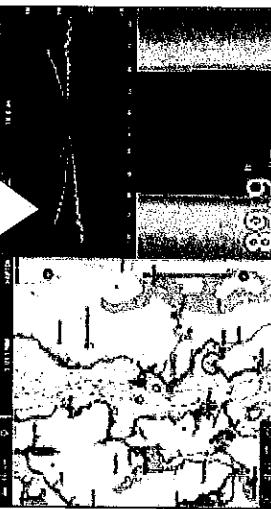
EASILY SEE WHERE TO DROP LINES

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!



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.



NAVIGATION SUITE

Customized to your specific needs.

Build the ultimate

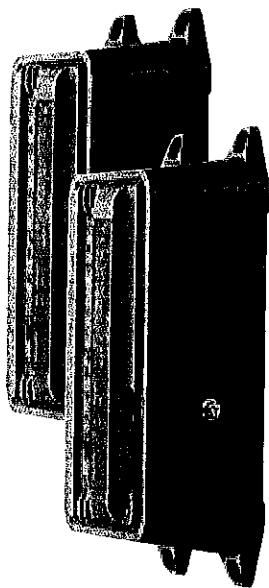
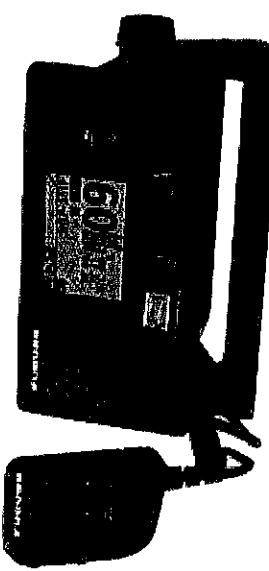
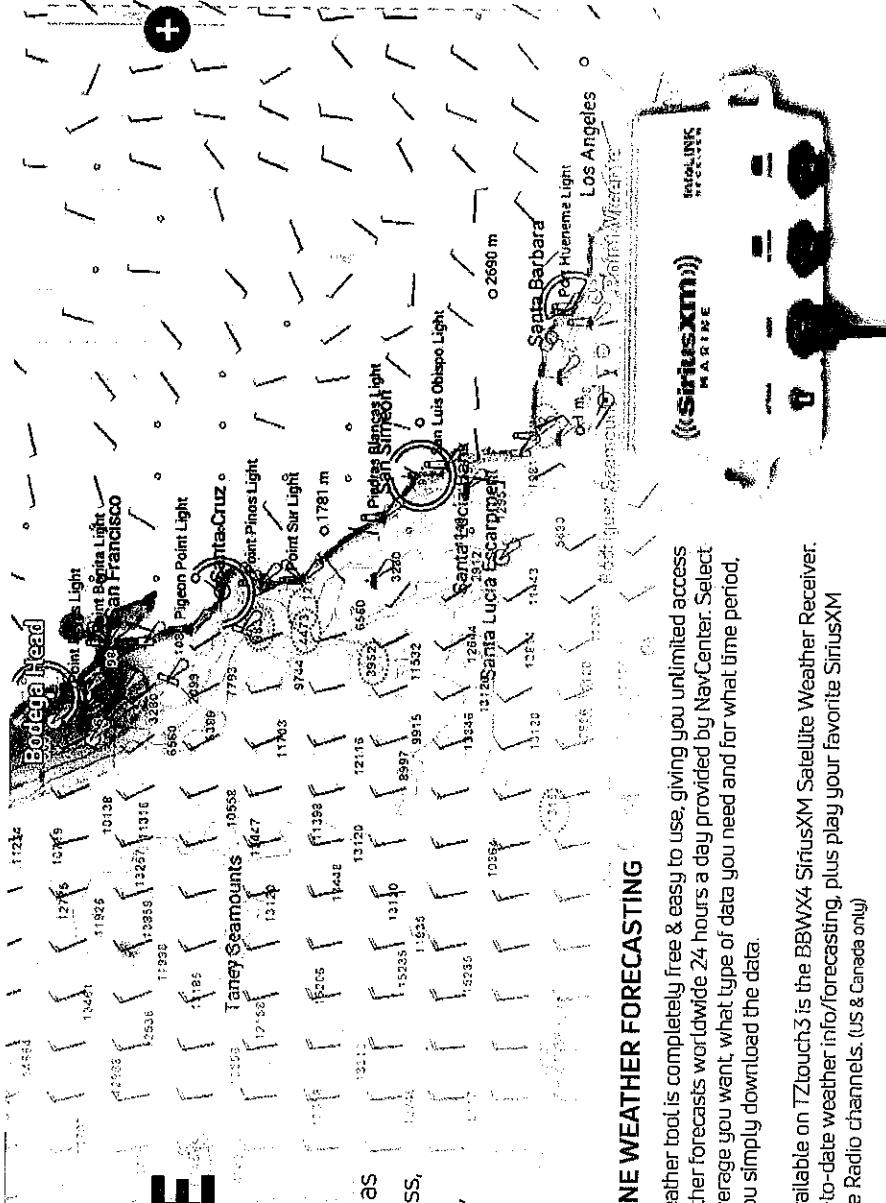
customized to your specific needs.

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.

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).



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 VHE/DSC/GPS/AIS/HAI EB

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 TZ Touch 3 & the GPS receiver can be used for a back-up.

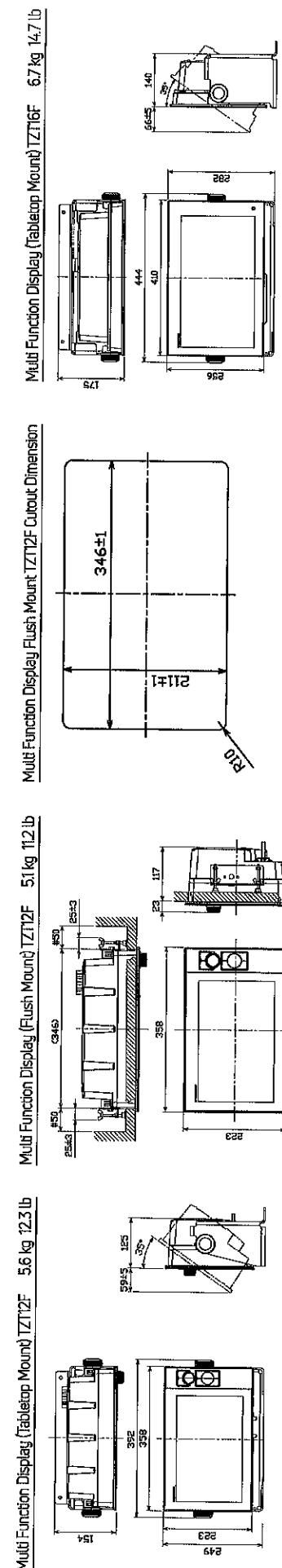
SCY-30 STATE LIFE COMPASS

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

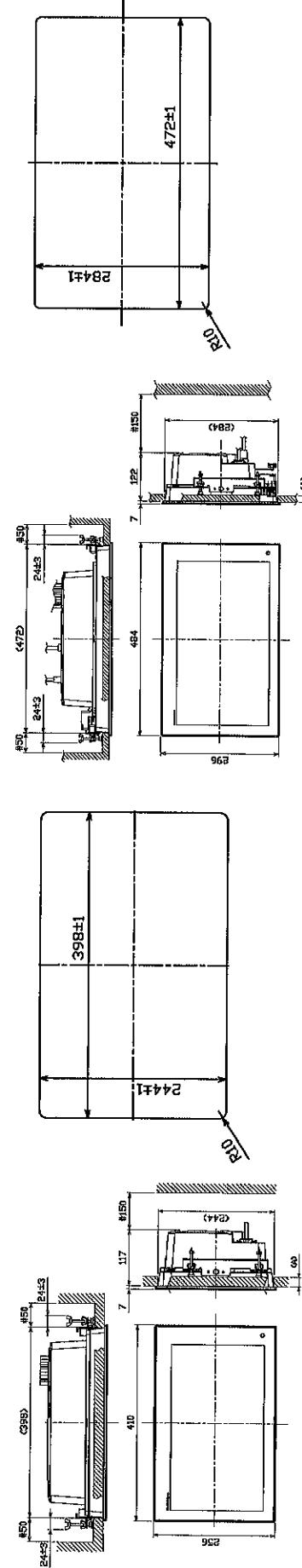
NavNet TZtouch3

DISPLAY UNIT	TZ112F	NavNet TZtouch3 MFDS	TZ116F	TZ119F
Type	12.1" Wide	Color TFT multi touch In-Plane Switching (IPS) LCD	15.6" Wide	18.5" Wide
Screen Size	WXGA (280 x 800)		FHD (920 x 1080)	FHD (920 x 1080)
Screen Resolution	900 cd/m ² (typical)		1000 cd/m ² (typical)	900 cd/m ² (typical)
Screen Brightness		16,770,000 colors (Chart Plotter), 64 colors (Radar/Fish Finder)		
Display Colors				
Language	Bulgarian, Chinese, Danish, English (USA/UK), Finnish, French, German, Greek, Italian, Japanese, Norwegian, Portuguese, Russian, Spanish, Swedish			
GPS/WAAS				
Receiver Type	GPS/72 channels, SBAS/24 channels (CA mode/WAAS)			
Receiving Frequency	U (1575.42 MHz)			
Time to First Fix	10 s (cold start)			
Accuracy	10 m (GPS), 7 m (NSAS), 3 m (WAAS)			
Position Update Interval	0.1 s (GPS), 0.1 s (D1s), 0.05 s (D2s)			
CHART PLOTTER				
Cartography	MapMedia mm-3d chart (C-NAP/Navionics/NOAA)			
Memory Capacity	30,000 user points, 30,000 points for ship's 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	Headup*, North-up*, Heading-indicator required			
Echo Trail	Interval 15 s, 30 s, 1 min, 2 mins, 15 mins, 30 mins and continuous			
Target Tracking	30 ARPA Targets			
Radar Alarms	Guard Zone, CPA, TCEA, Trigger, Video, Azimuth, Heading Line			
FISH FINDER				
Transmit Frequency	CW: 50/200 kHz, CHIRP: 40 kHz to 225 kHz			
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), RazBoost™, Bottom Discrimination, Tri-Echo CHIRP™			
Picture Advance	8 steps: x2, x1, 1/2, 1/4, 1/8, 1/16, stop			
Fish Finder Alarms (option)	School of fish, School of fish for bottom lock			



INTERFACE	TZ12F	TZ16F	TZ19F
CAN bus/NMEA2000			
Input	05280 126993 127237 127451 127505 127559 127893 127930 129056 129093 129094 129291 129538 129540 129793 129794 129798 129801 129802 129808 129810 130306 130312 130313 130314 130315 130316		
Output		126992 126993 126996 127250 127251 127257 127488 127505 129025 129029 129330 129356 130316 130328 130850	
NMEA0183			
Output		AA04 APB BD0 BD1 DPT GSA GEL GNS GSA GSV RMB RMER RTM NOMATE WPL XTE ZDA	
LAN		2 Ports (100 BASE-TX)	
USB	1 Port (USB2.0) for touch monitor and control unit	1 Port (USB2.0) for touch monitor and control unit 1 Port (USB output)	
Video I/O	Input: 2 Ports (NTSC/PAL) Output: 1 Port (HDMI 1.20D)	Input: 2 Ports (NTSC/PAL) Output: 1 Port (HDMI 1.20D) 2-ports Event Switch and External Power Switch and 1 Port Buzzers Output	
AUX I/O			
SD Card Slot		1 Micro SD Card Slot (Micro SDXC Class 10) 2 Slots Card Slot (UHS-I) 1 Slot SDHC 100 (option)	
Wireless LAN		IEEE802.11b/g/n Transmitter Frequency: 2.4GHz to 2.4825GHz 1dBi Bm max	
Transducer		1 Port, Rott = DIN-FAMP	
ENVIRONMENT			
Temperature (IEC60945)		-25°C to +55°C	
Relative Humidity		93% or less at +40°C	
Waterproofing		IPx6	
POWER		12-24VDC	27-23VA
Rectifier (option)		43-22A	300W/100W/150W/220W/230W/AC-DC class 2 50V/60V

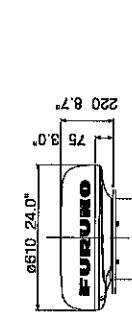
Multi Function Display (Flush Mount) TZ16F	5.9 kg	30.0 lb	Multi Function Display (Flush Mount) TZ16F Cutout Dimension	78 mm	172	172	Multi Function Display (Flush Mount) TZ12F Cutout Dimension
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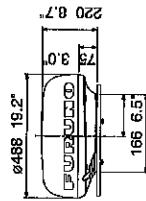
NavNet Series Radar

		DRS4DL+	DRS4D-NXT	NavNet SERIES RADAR SENSOR	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")	ø1036 mm Open (3.5") 1255 mm Open (4") 1795 mm Open (6")	ø1036 mm Open (3.5") 1255 mm Open (4") 1795 mm Open (6")	ø1036 mm Open (3.5") 1255 mm Open (4") 1795 mm Open (6")	ø1036 mm Open (3.5") 1255 mm Open (4") 1795 mm Open (6")
Beam Width	Horizontal	5.2°	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)	2.3°/1.9°/1.35° (effective with RezBoost™ control)	2.3°/1.9°/1.35° (effective with RezBoost™ control)	2.3°/1.9°/1.35° (effective with RezBoost™ control)
	Vertical	25°	25°	22°/22°/22°	22°/22°/22°	22°/22°/22°	22°/22°/22°
Antenna Rotation Speed	24 rpm		24*36/48 rpm range coupled or 24 rpm fixed * In dual range mode, speed is limited to 24 rpm				
RF TRANSCEIVER							
Frequency	9410 ± 30 MHz		CH1: 9380 MHz (PON), 9400 MHz (QDN) CH2: 9400 MHz (PON), 9420 MHz (QDN) CH3: 9420 MHz (PON), 9440 MHz (QDN)				
Pulse length & PRR	S: 0.008 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: 0.008 µs to 12.1 µs/700Hz to 2000Hz QDN: 5 µs to 38.8 µs/700Hz to 2000Hz	PON: 0.004µs to 12.1 µs/700Hz to 2000Hz QDN: 5 µs to 48.8 µs/700Hz to 2000Hz	PON: 0.004µs to 12.1 µs/700Hz to 2000Hz QDN: 5 µs to 48.8 µs/700Hz to 2000Hz	PON: 0.004µs to 12.1 µs/700Hz to 2000Hz QDN: 5 µs to 48.8 µs/700Hz to 2000Hz	PON: 0.004µs to 12.1 µs/700Hz to 2000Hz QDN: 5 µs to 48.8 µs/700Hz to 2000Hz
Peak Output Power	4 kW		Solid-state, 25W	Solid-state, 25W	Solid-state, 100 W	Solid-state, 200 W	Solid-state, 200 W
Range Scales	0.0625 to 36° 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 * In dual range mode, range is limited to 12 NM	0.0625 to 96° NM * In dual range mode, range is limited to 12 NM	0.0625 to 96° NM * In dual range mode, range is limited to 12 NM
ENVIRONMENT							
Temperature	-25°C to +55°C, Waterproofing: IPX6		Temperature: -25°C to +55°C, Waterproofing: IP26		Temperature: -25°C to +55°C, Waterproofing: IP66		Temperature: -25°C to +55°C, Waterproofing: IP66
POWER SUPPLY		12-24 VDC, 21-10 A	12-24 VDC, 2.5-13 A	12/24 VDC, 9.5/10 A	12/24 VDC, 9.5/10 A	12/24 VDC, 9.5/10 A	12/24 VDC, 9.5/10 A

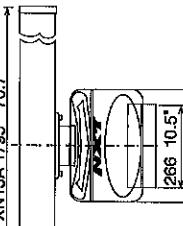
3.5 ft Open Array NXT Radar 22kg 43.5lb
4 ft Open Array NXT Radar 25kg 55.1lb
6 ft Open Array NXT Radar 27kg 59.5lb



24" Radome Radar Sensor DRS4D-NXT 7.3kg 16:1b



19" Radome Radar Sensor DRS4DL+ 5.7kg 12.7 lb



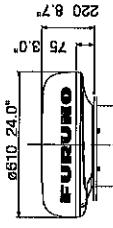
3.5 ft Open Array NXT Radar 22kg 43.5lb
4 ft Open Array NXT Radar 25kg 55.1lb
6 ft Open Array NXT Radar 27kg 59.5lb



4 ft Open Array NXT Radar 25kg 55.1lb



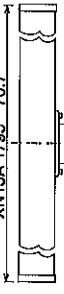
6 ft Open Array NXT Radar 27kg 59.5lb



3.5 ft Open Array NXT Radar 22kg 43.5lb



4 ft Open Array NXT Radar 25kg 55.1lb

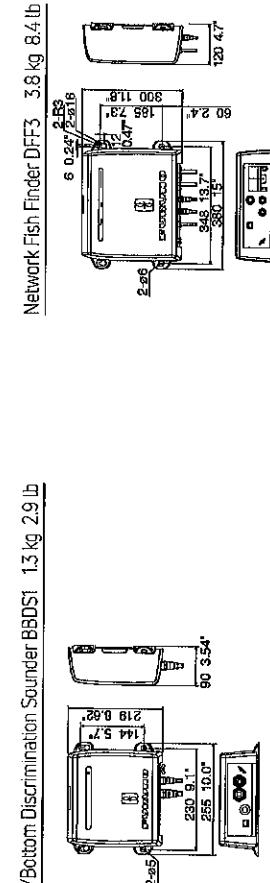


6 ft Open Array NXT Radar 27kg 59.5lb

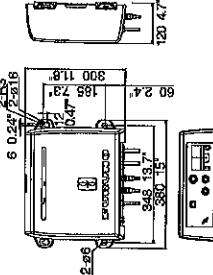
DRS6A X-Class	DRS12A X-Class	DRS25A X-Class
ø1036 mm Open (3.5) 1255 mm Open (4) 1795 mm Open (6) 23°/19°/135°	ø1125 mm Open (4) 1795 mm Open (6) 1.9°/1.35°	22°/22°/22°
24/36/48 rpm range coupled or 24 rpm fixed	9470 ±30 MHz	24/36/48 rpm range coupled or 24 rpm fixed
	0.08 µs/3000 Hz (0.0625 to 0.75 NM) 0.05 µs/3000 Hz (1 to 15 NM) 0.3 µs/600 Hz (2 NM) 0.5 µs/700 Hz (3 to 4 NM) 0.8 µs/600 Hz (6 to 9 NM) 1.2 µs/600 Hz (12 to 64 NM) 1.2 µs/550 Hz (72 to 96 NM)	
8kW	12kW	12kW
	0.0625 to 96 NM	25kW
		Temperature: -25°C to +55°C, Waterproofing: IP56
24 VDC, 4 A	24 VDC, 4.5 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	200.0 kg 44.1 lb 210.0 kg 46.3 lb 230.0 kg 50.7 lb	XN10A : 036 40.8° XN12A : 1255 49.4° XN13A : 1795 70.7°
4 ft Open Radar Sensor DRS12A X-Class 6 ft Open Radar Sensor DRS12A X-Class	210.0 kg 46.3 lb 230.0 kg 50.7 lb	445 175° 150 5.9° 78 3.1° 4-ø12 Fixing hole 92 3.6° 92 3.6° 130 11.2° 285 11.2° 4-ø12 Fixing hole 200 7.9° Cable entry 5.1° 285 11.2° 180 6.3° 330 13°
4 ft Open Radar Sensor DRS25A X-Class 6 ft Open Radar Sensor DRS25A X-Class	220.0 kg 48.5 lb 240.0 kg 53.0 lb	285 10.5° 360 14.2° 360 14.2° 330 13°

TRANSEIVER & DISPLAY		NETWORK FISH FINDERS		DFF1-UHD		DFF5		DI-FFAMP	
TRANSDUCERS (Specify when ordered)		POWER SUPPLY		ENVIRONMENT		TRANSDUCERS (Specify when ordered)		TRANSDUCERS (Specify when ordered)	
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*, with C50/200-IT only	Single (high or low), Dual (high and low), Bottom-lock, Bottom-Zoom, ACCU-FISH™, Bottom Discrimination, Marker Zoom, A-scope*	Single (High or Low frequency), Dual (Both High and Low frequencies), Bottom-lock, Bottom-Zoom, ACCU-FISH™, Bottom Discrimination, Marker Zoom, A-scope*	Single (High or Low frequency), Dual (Both High and Low frequencies), 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™, Bottom Discrimination, Marker Zoom, A-scope*	Single (High or Low frequency), Dual (Both High and Low frequencies), Bottom-lock, Bottom-Zoom, ACCU-FISH™, Bottom Discrimination, Marker Zoom, A-scope*	Single (High or Low frequency), Dual (Both High and Low frequencies), Bottom-lock, Bottom-Zoom, ACCU-FISH™, Bottom Discrimination, Marker Zoom, A-scope*	Single (High or Low frequency), Dual (Both High and Low frequencies), Bottom-lock, Bottom-Zoom, ACCU-FISH™, Bottom Discrimination, Marker Zoom, A-scope*
Frequency	Dual frequency 50 ± 20 & 200 ± 25 kHz	Dual frequency 50 and 200 kHz	Dual frequency 50 and 200 kHz	Dual frequency 50 and 200 kHz	Dual frequency 50 and 200 kHz	The synthesized transducer works with dual frequencies between 28 and 200 kHz	26.6 to 242 kHz	26.6 to 242 kHz	26.6 to 242 kHz
Broadband (CHIRP)	Available	N/A	N/A	N/A	N/A	N/A	Available 2 ch	Available 2 ch	Available 2 ch
Range Scale	Max. 1200m	Max. 1200m	Max. 1200m	Max. 1200m	Max. 1200m	Max. 3,000m	Max. 3,000m	Max. 3,000m	Max. 3,000m
Output Power	1kW	1kW	1kW	1kW	1kW	3kW	2kW/3kW	2kW/3kW	2kW/3kW
ENVIRONMENT									
Temperature	N/A	N/A	N/A	N/A	N/A	-15°C to +55°C	-15°C to +55°C	-15°C to +55°C	-15°C to +55°C
Watertight	IP55	IP20	IP20	IP20	IP20	IP20	IP20	IP20	IP20
POWER SUPPLY		12-24 VDC		12-24 VDC		12-24 VDC		12-24 VDC	
		30 W, 2.8-14 A		12 W, 1.1-0.4 A		30 W, 3.5 A		30 W, 3.2-1.9 A	
TRANSDUCERS (Specify when ordered)		TRANSDUCERS (Specify when ordered)		TRANSDUCERS (Specify when ordered)		TRANSDUCERS (Specify when ordered)		TRANSDUCERS (Specify when ordered)	
1 kW	Broadband transducers by AIRMAR® 42-65 kHz (low), 130-210 kHz (high) CM285LH, B285LH (with temperature sensor) CM275LH, B275LH	600 W 50/200 kHz 50/250 kHz (Plastic, thru-hull), 520-5MSD (Bronze, thru-hull), 525-5SPWD (Plastic transom), 525-5STD-NSD (Bronze, thru-hull with speed/temp sensor), 525-5TD-PWD (Plastic, transom with speed/temp sensor) 1 kW (Optional) Matching Box MB1100 may be required 50/200 kHz	1/2.5 kW 28F-8, 28BL-6HR, 28BL-12HR 38BL-9HR, 38BL-15HR 50-6HR, 50BL-9S, 50BL-12HR, 50BL-24HR 68F-9H, 68F-30H 82BL-35H 88B-8, 88B-10, 88F-126H 100B-10R 150B-12H 200B-5S 50/200 kHz	1/2.5 kW 28F-8, 28BL-6HR, 28BL-12HR 38BL-9HR, 38BL-15HR 50-6HR, 50BL-9S, 50BL-12HR, 50BL-24HR 68F-9H, 68F-30H 82BL-35H 88B-8, 88B-10, 88F-126H 100B-10R 150B-12H 200B-5S 50/200 kHz	2 kW Dual-Band CHIRP PM71LH, PM71LH, R70LH, R70LH, R70LH 2.5 kW Dual-Band CHIRP CM59LH, CM59LH, CM59LH, CM59LH, CM59LH, CM59LH, CM59LH 2.5 kW Dual-Band CHIRP R59LH, R59LH 2 kW Single-Band CW 28BL-6HR, 38BL-9HR, 50BL-12HR, 52B-35HR, 88B-10, 200B-5S, 240B-12H 3 kW Single-Band CW 28BL-12HR, 38BL-15HR, 50BL-12HR, 52B-35HR, 88B-10, 100B-10R, 150B-12H 5 kW Single-Band CW* 28F-38H** 50F-38H** 38F-125H, 200B-5S, 240B-12H 10 kW Single-Band CW* 28F-72H** 50F-70H**	2 kW Dual-Band CHIRP PM71LH, PM71LH, R70LH, R70LH 2.5 kW Dual-Band CHIRP CM59LH, CM59LH, CM59LH, CM59LH, CM59LH, CM59LH 2.5 kW Dual-Band CHIRP R59LH, R59LH 2 kW Single-Band CW 28BL-6HR, 38BL-9HR, 50BL-12HR, 52B-35HR, 88B-10, 200B-5S, 240B-12H 3 kW Single-Band CW 28BL-12HR, 38BL-15HR, 50BL-12HR, 52B-35HR, 88B-10, 100B-10R, 150B-12H 5 kW Single-Band CW* 28F-38H** 50F-38H** 38F-125H, 200B-5S, 240B-12H 10 kW Single-Band CW* 28F-72H** 50F-70H**	2 kW Dual-Band CHIRP PM71LH, PM71LH, R70LH, R70LH 2.5 kW Dual-Band CHIRP CM59LH, CM59LH, CM59LH, CM59LH, CM59LH, CM59LH 2.5 kW Dual-Band CHIRP R59LH, R59LH 2 kW Single-Band CW 28BL-6HR, 38BL-9HR, 50BL-12HR, 52B-35HR, 88B-10, 200B-5S, 240B-12H 3 kW Single-Band CW 28BL-12HR, 38BL-15HR, 50BL-12HR, 52B-35HR, 88B-10, 100B-10R, 150B-12H 5 kW Single-Band CW* 28F-38H** 50F-38H** 38F-125H, 200B-5S, 240B-12H 10 kW Single-Band CW* 28F-72H** 50F-70H**	2 kW Dual-Band CHIRP PM71LH, PM71LH, R70LH, R70LH 2.5 kW Dual-Band CHIRP CM59LH, CM59LH, CM59LH, CM59LH, CM59LH, CM59LH 2.5 kW Dual-Band CHIRP R59LH, R59LH 2 kW Single-Band CW 28BL-6HR, 38BL-9HR, 50BL-12HR, 52B-35HR, 88B-10, 200B-5S, 240B-12H 3 kW Single-Band CW 28BL-12HR, 38BL-15HR, 50BL-12HR, 52B-35HR, 88B-10, 100B-10R, 150B-12H 5 kW Single-Band CW* 28F-38H** 50F-38H** 38F-125H, 200B-5S, 240B-12H 10 kW Single-Band CW* 28F-72H** 50F-70H**	2 kW Dual-Band CHIRP PM71LH, PM71LH, R70LH, R70LH 2.5 kW Dual-Band CHIRP CM59LH, CM59LH, CM59LH, CM59LH, CM59LH, CM59LH 2.5 kW Dual-Band CHIRP R59LH, R59LH 2 kW Single-Band CW 28BL-6HR, 38BL-9HR, 50BL-12HR, 52B-35HR, 88B-10, 200B-5S, 240B-12H 3 kW Single-Band CW 28BL-12HR, 38BL-15HR, 50BL-12HR, 52B-35HR, 88B-10, 100B-10R, 150B-12H 5 kW Single-Band CW* 28F-38H** 50F-38H** 38F-125H, 200B-5S, 240B-12H 10 kW Single-Band CW* 28F-72H** 50F-70H**

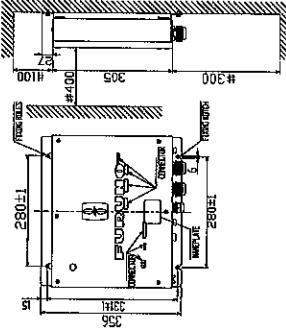
* Rated power of these transducers is 5/10 kW, but actual output power of item DI-FFAMP is 3 kW.
**Booster Box B1-5 is needed for these transducers.



Network Fish Finder/Bottom Discrimination Sounder BBDS1 1.3kg 29lb



Network Fish Finder DFF3 3.8 kg 8.4 lb



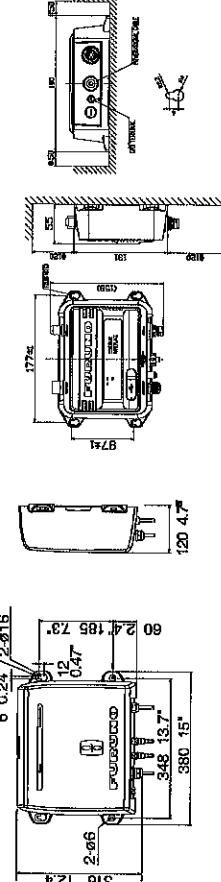
Network Sounder Power Amplifier Bi-FFAMP 6.3kg 13.9lb

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

NavNet Series Multi Beam Sonar

NayNet Series AIS Receiver & Transponder

TRANSEIVER & DISPLAY	
Display Mode	Cross Section, Triple/Single Beam Sounder; Side Scan, 3D Sounder History
Frequency	165 kHz
Beam Angle	60° Port/Stbd, 120° total
Detection Range	200 m* (Side beam best performance) 300 m* (Main beam directly under boat) * Depending on bottom type and water conditions.
Range Scale	5-1200m
INTERFACE	
LAN	1 port Ethernet 10/100Base-TX
External KP	1 port (optional external KP kit required)
ENVIRONMENT	
Temperature	-15°C to +55°C
Watertight	IP55
POWER SUPPLY	
	12-24 VDC, 1.4-0.7 A
TRANSDUCER	
	165T-B54 or 165T-SS5 (thru-hull mount), or 165T-TME57 (transom mount) Combo Transducers: 165T-B50-SS50 (thru-hull mount), 165T-TM50 (transom mount), 165T-B2650-TM2650 (transom mount)



STANDARDS		CLASS: B+ AIS TRANSPONDER	
AI5 RECEIVER	FA-40	AI5 RECEIVER	FA-70
IEC 60945 Ed.4 IMO MSC.40(76) ITU-R M.1371-EN 303 43 V1.1 EN 301 843-1 V2.2.1	IEC 60945 Ed.4+CORR.1, IEC 62368-1 Ed.3	IMO MSC.140(76) IMO MSC.40(76) ITU-R M.1371-1 Ed.3.0, IEC 62287-1 Ed.2.0, EN 303 43 V1.1 EN 301 843-1 V2.2.1	IMO MSC.140(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 43 V1.1 IEC 60945 Ed.4+CORR.1, IEC 62368-1 Ed.3, IEC 62287-1 Ed.4
TRANSPONDER UNIT*			*FA40: RECEIVER UNIT
TX/RX Frequency (FA40: RX Frequency)	156.025 to 162.025 MHz	5W or 1W(SOTDMA), 2W(CSTDMA)	
Output Power	-----		
Channel Spacing	25 kHz	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 d rms, HDOP <= 4)	
INTERFACE			
NMEA0183	Input	ACA, ACK, AIQ, DTM, GBS, GCA, GLL, GNS, HDI, OSD, RMC, S, SSD, THS, VBW, VSD, VTG	ABM, ACK, AIQ, BEM, HDI, SSD, THS, VSD (ABM, BEM, SOTDMA only)
	Output	ABK, ACA, ACS, ALR, G5A, 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, 059804, 060160, 060416, 060928, 065240, 065272, 072750	059392, 059904, 060160, 060416, 060928, 065240, 065272, 072750
	Output	059392, 059804, 060928, 126208, 126464, 126993, 126996, 126998, 127558, 129025, 129026, 129029, 129036, 129039, 129040, 129041, 129042, 129043, 129792, 129793, 129794, 129795, 129797, 129798, 129800, 129801, 129802, 129803, 129804, 129805, 129806, 129807, 129808, 129809, 129810, 129811, 129812, 129813	059392, 059904, 060928, 126208, 126464, 126993, 126996, 126998, 127258, 129025, 129026, 129029, 129036, 129039, 129040, 129041, 129042, 129043, 129792, 129793, 129794, 129795, 129797, 129798, 129800, 129801, 129802, 129803, 129804, 129805, 129806, 129807, 129808, 129809, 129810, 129811, 129812*, 129813* (*SOTDMA mode only)
ENVIRONMENT			
Temperature	Antenna Unit Other Units	-----	-25°C to +70°C -15°C to +55°C
Water proofing	Antenna Unit Other Units	IP56 IP55	-15°C to +55°C
POWER SUPPLY			
Transponder Unit (FA30: Receiver Unit)	12-24 VDC, 0.3-0.2 A	12-24 VDC, 1.8-0.9 A	
Display Unit			

- 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

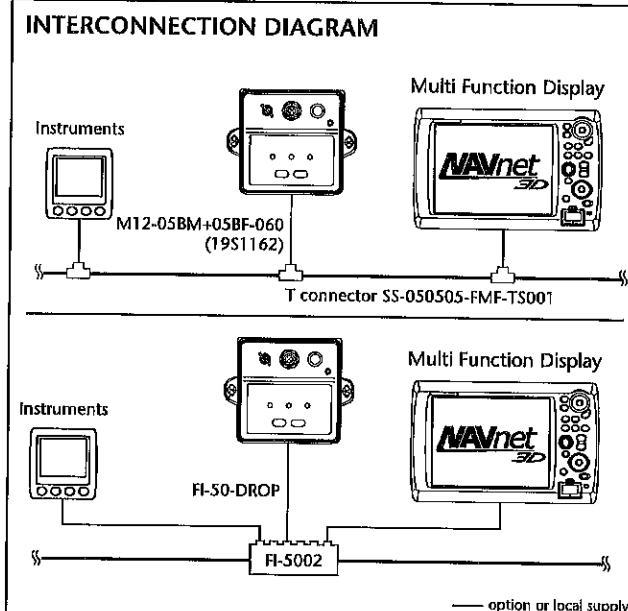
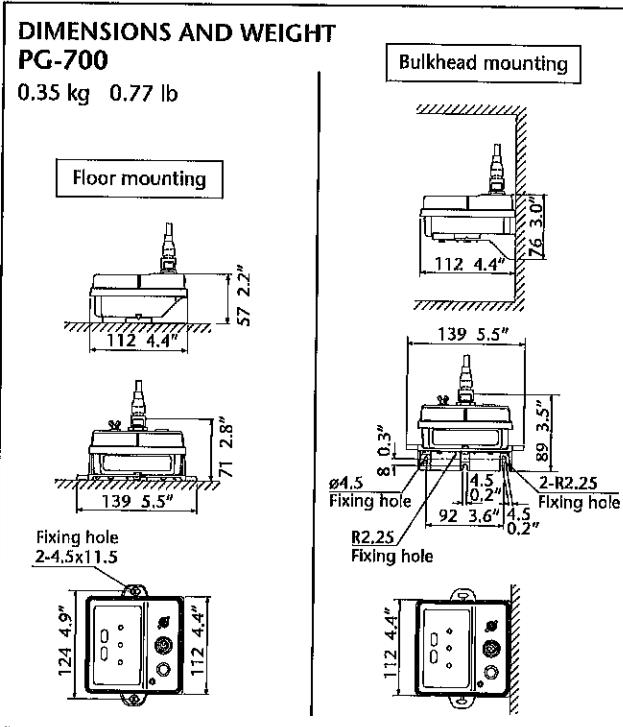


What is CAN bus?

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.	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)
2. Heading resolution	0.1°	Input:
3. Follow-up	45°/s rate-of turn	(*:Furuno PGN)
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),	



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SPECIFICATIONS SUBJECT TO CHANGE WITHOUT NOTICE

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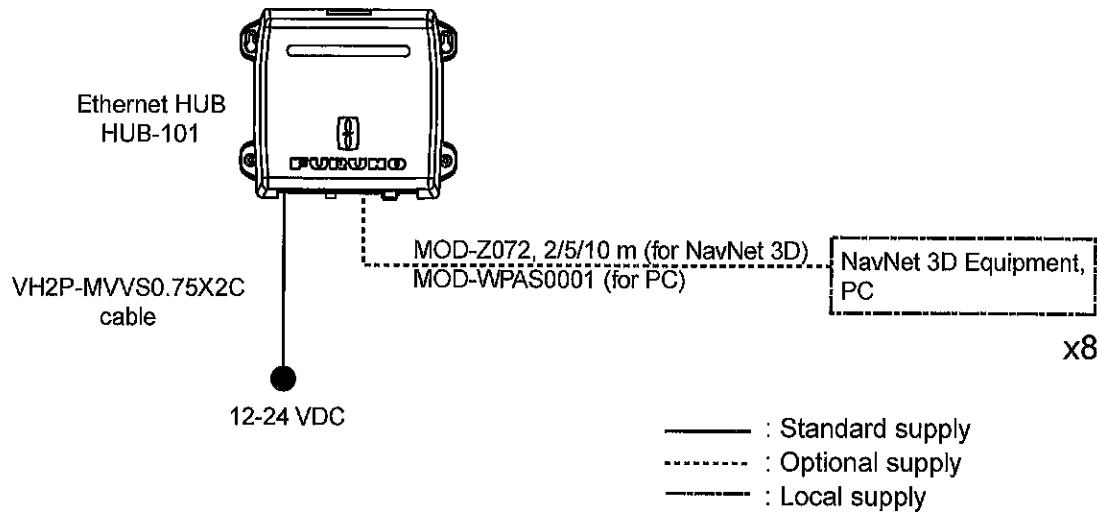
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Pireaus, Greece
www.furuno.gr

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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

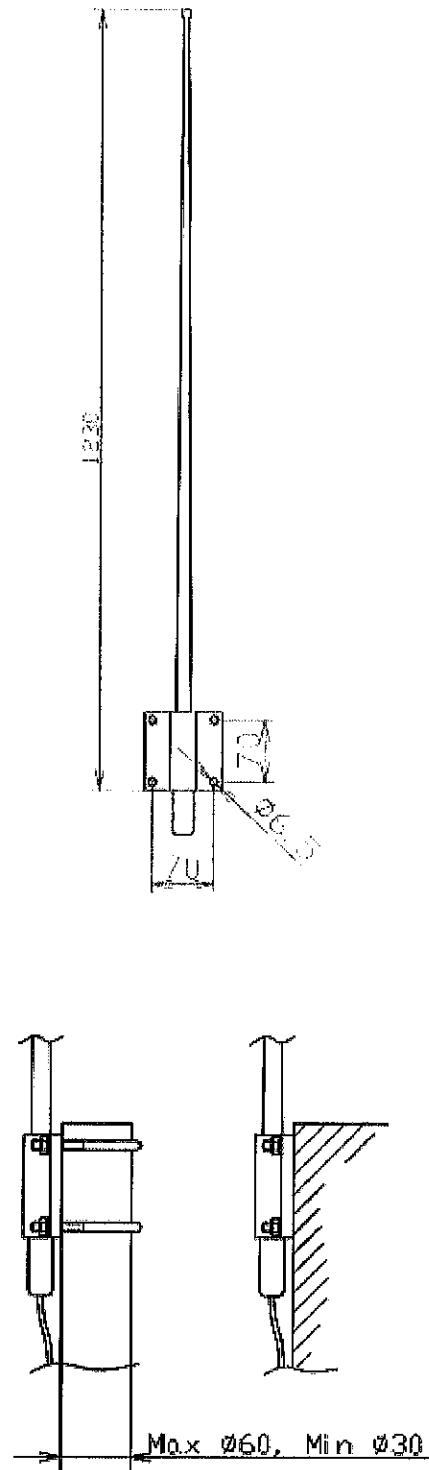
Previous/Next

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

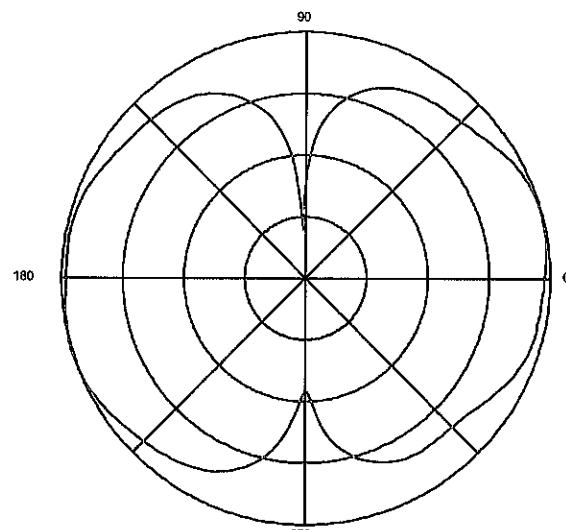
Mechanical specifications:

Design	Centerfed 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

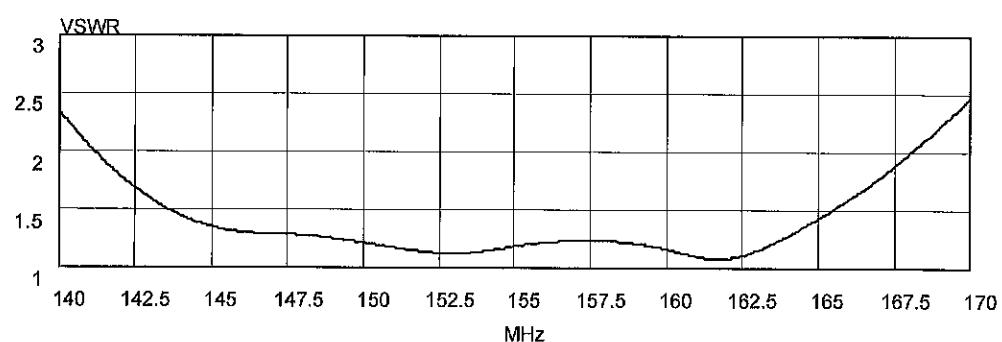
Mounting:

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

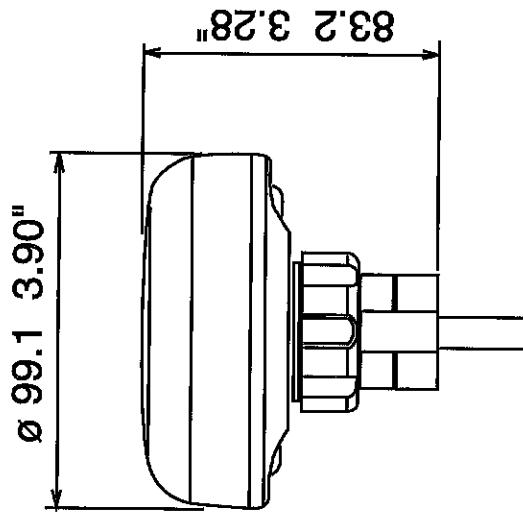
4.1	Ambient temperature	-25°C to +55°C
4.2	Relative humidity	95% or less at +40°C
4.3	Degree of protection	IP56
4.4	Bearing vibration	IEC 60945 Ed.4

5 UNIT COLOR

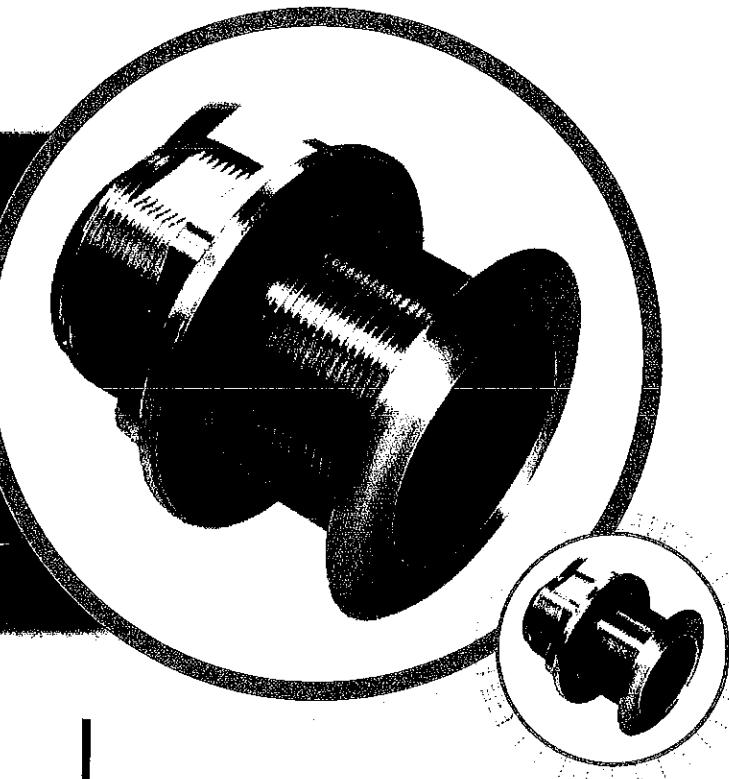
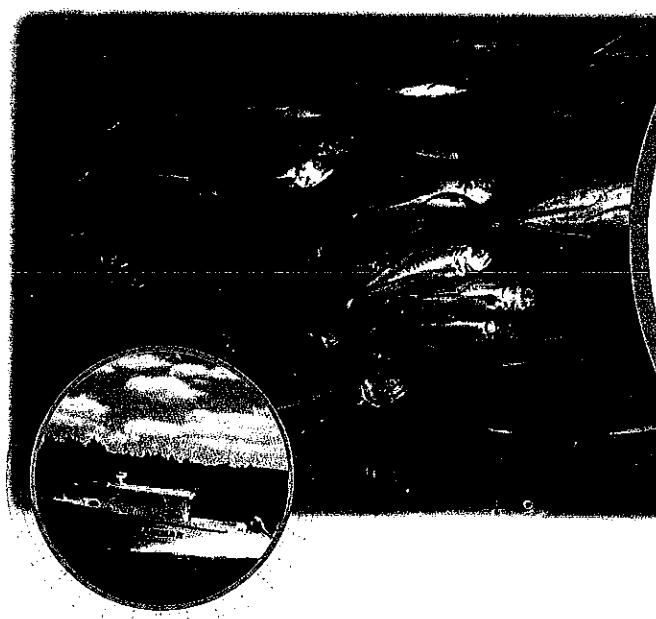
N9.5

GP330B Dimensional Drawings:

GPS/WAAS Receiver Antenna GP330B 0.22 kg 0.49 lb



B60 SS60



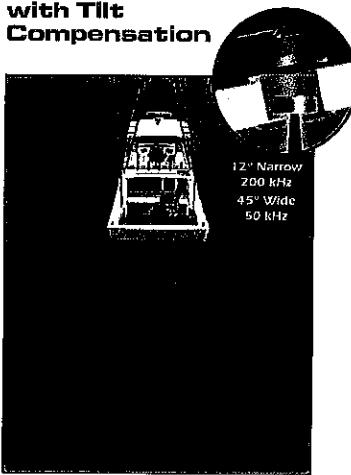
Coming to You at a New Angle!

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!

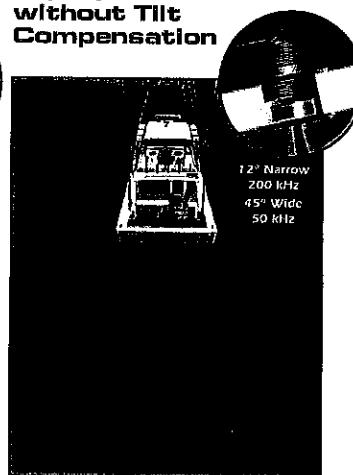
Flush With Results

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.

Stainless steel housing—SS60

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

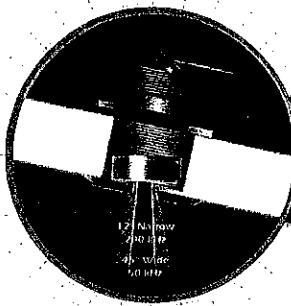
Features

- 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 boat's 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	600 W	Good	Benchmark model for comparison
SS60			
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.

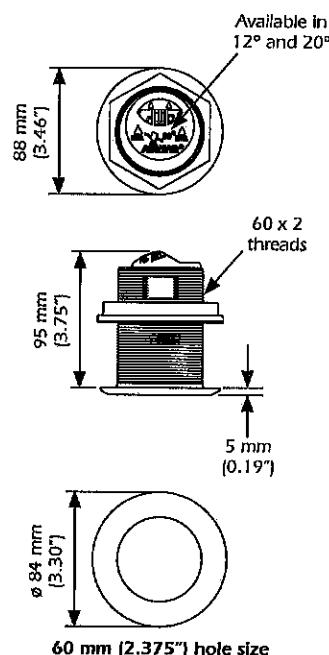
SPECIFICATIONS

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
 DEER PARK, TX 77536
 UNITED STATES US

SHIP DATE: 02 JUN 20
 ACT WGT: 1.00 LB
 CAD: 101338908/INET4220

BILL SENDER

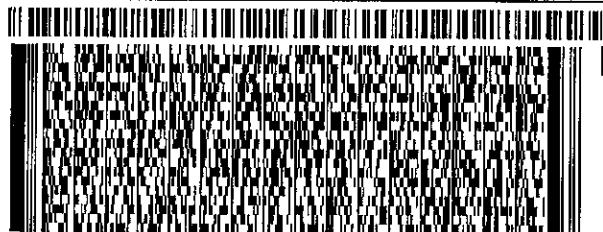
TO PURCHASING DEPT
 JEFFERSON COUNTY
 1149 PEARL STREET, 1ST FLOOR

BEAUMONT TX 77701

(409) 835-8593
 INV: 5500 282
 PC: RUTH/W/02237

REF: BID PACKAGE

DEPT: 5500 282



WED - 03 JUN 10:30A
 PRIORITY OVERNIGHT

TRK# 7706 0362 8824

77701
 43 BPTA TX-US IAH



RECEIVED 10:22 AM JUN 03 2020



A Division of Mackay Communications

Christopher J. Nelson
 Southwest Regional Sales Manager



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 Clark

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 a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

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

11. Waiver of Subrogation

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

12. Fiscal Funding

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

13. Bid Results

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

14. Changes and Addenda to Bid Documents

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

15. Specifications

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

16. Delivery

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

17. Interpretation of Bid and/or Contract Documents

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

18. Currency

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

19. Pricing

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

20. Notice to Proceed/Purchase Order

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

21. Certification

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

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

22. Definitions

"County" – Jefferson County, Texas.

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

23. Minority-Women Business Enterprise Participation

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

General Conditions of Bidding and Terms of Contract

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

1. Bidding

- 1.1 **Bids.** All bids must be submitted on the bid form furnished in this package.
- 1.2 **Authorized Signatures.** The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.
- 1.3 **Late Bids.** Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.
- 1.4 **Withdrawal of Bids Prior to Bid Opening.** A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.
- 1.5 **Withdrawal of Bids after Bid Opening.** Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.
- 1.6 **Bid Amounts.** Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.
- 1.7 **Exceptions and/or Substitutions.** All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.
- 1.8 **Alternates.** The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.
- 1.9 **Descriptions.** Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.
- 1.10 **Bid Alterations.** Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
- 1.11 **Tax Exempt Status.** Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.
- 1.12 **Quantities.** Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.
- 1.13 **Bid Award.** Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

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

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

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

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

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

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

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves 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-halftimes 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): 832-422-3350

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):

428C Marina Bay Dr.

Address
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:

Yacht Equipment Service Center, LLC For clarification of this offer, contact:
Company Name _____
528C Marina Bay Dr. Name _____
Address _____
Kemah TX 77525 Phone _____ 281-538-9377 Fax _____ 281-538-8125
City _____ State _____ Zip _____

Signature of Person Authorized to Sign _____
Jim Glandt E-mail _____ jimg@vesrenters.com
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	<p>Removal of existing Furuno Radar System on Existing 29' SAFE Boats.</p> <p>Provide New Complete Furuno Radar System (or Equivalent); as described within these specifications.</p> <p>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.</p>	4	<u>\$14074.50</u>	<u>\$56298.00</u>
2	Furuno On-Site Two-Year Warranty (or Equivalent)	4	\$ <u>0.00</u> <u>N/C</u>	\$ <u>0.00</u> <u>N/C</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: Inter-County Communications
 Address: 222 Linda Dr, Sulfur Springs, TX 75482
 Contact Person and Title: Jay Sanders / Purchasing
 Phone: 903-885-3108 Fax: _____
 Email Address: _____ Contract Period: _____
 Scope of Work: Plir Thermal Imaging

REFERENCE TWO

Government/Company Name: Houston Pilots
 Address: 906 Harborside, Galveston, TX
 Contact Person and Title: Ryan Kelly / purchasing 77550
 Phone: 713-4605-6229 Fax: _____
 Email Address: _____ Contract Period: _____
 Scope of Work: Technicold 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@poah.com Contract Period: _____
 Scope of Work: Autopilot and Radar

Bidder Shall Return Completed Form with Offer.

Signature Page

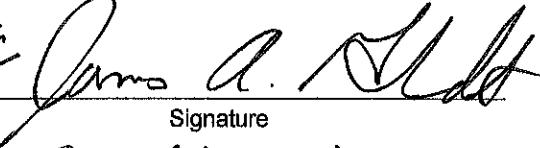
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the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

Yacht Equipment Service Center, LLC 

Bidder (Entity Name)

Signature

825C Marina Bay Dr.

Street & Mailing Address

Jim Glandst

Print Name

Kemah, TX 77545

City, State & Zip

6-1-2020

Date Signed

281-538-9377

Telephone Number

281-538-9377

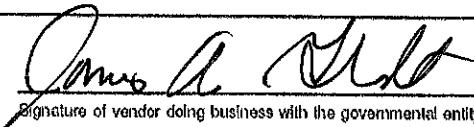
Fax Number

jimg@yescenters.com

E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</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>		
<p>1 <input type="checkbox"/> Name of vendor who has a business relationship with local governmental entity.</p> <p>2 <input type="checkbox"/> <input checked="" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p> <p>3 <input type="checkbox"/> Name of local government officer about whom the information in this section is being disclosed.</p>		OFFICE USE ONLY
<p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
4	 Signature of vendor doing business with the governmental entity	6-2-2020 Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		OFFICE USE ONLY
<p>1 Name of Local Government Officer</p>		Date Received
<p>2 Office Held</p>		
<p>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p>		
<p>4 Description of the nature and extent of employment or other business relationship with vendor named in Item 3</p>		
<p>5 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 _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>		
<p>6 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>		
_____ Signature of Local Government Officer		
<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>		
_____ Signature of officer administering oath		_____ Printed name of officer administering oath
_____ Title of officer administering oath		

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant ...

Yes No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

Yes No 2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

Yes No 3. Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

Yes No 4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

Yes No 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

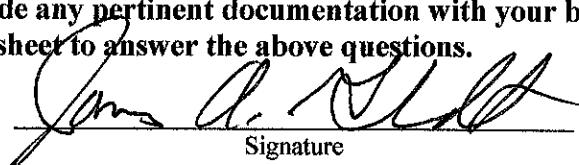
Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why.

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

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

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: 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: 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.):	<u>35-2504394</u>
Company Name submitting bid/proposal:	<u>Yacht Equipment Service Center, LLC</u>
Mailing address:	<u>418 C Marina Bay Dr., Kemah, TX 77565</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>N/A</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.

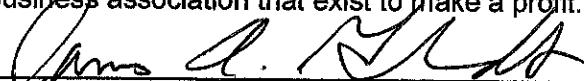
House Bill 89 Verification

I, 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 Glandst Title: Owner
(print name)

Signature: James A. M. Glandst

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 JULY 03 2020

Yacht Equipment Service Center, Inc. Inc

Polar System for Jefferson County
Sheriff's Office / Marine Safety
Patrol

Bl # TFB 20-019 (TW)

**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:


Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS


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 Jerrware 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.

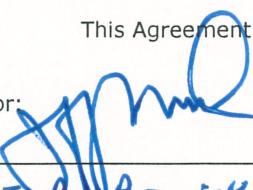
RELEASOR AGREES TO INDEMNIFY AND HOLD HARMLESS RELEASEE AND COMPANY FROM CLAIMS OR ACTIONS FOR PROPERTY DAMAGE MADE AGAINST RELEASEE OR THE COMPANY ARISING FROM THE ACCIDENT DESCRIBED HEREIN REGARDING ANY PROPERTY OWNED BY OR OF RELEASOR.

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:


Jeff R. Branick
 County Judge

Company:

By: _____
 Printed Name: Joseph Enriquez
 Title: Claims Representative

State of Texas Jefferson
 County of Jefferson

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: Yolanda George
 My commission expires: 02-07-2020



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	APX6000	APX4500	APX4000	*	APX6500	APX6000	APX4500	APX4000	Rounded Total
	Mobile Unit	Portable	Mobile	Portable		Mobile Unit	Portable	Mobile	Portable	
	\$ 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>						
	<u>\$ 466,164.00</u>	<u>\$ 93,333.12</u>	<u>\$ 188,603.58</u>	<u>\$ 56,994.49</u>						<u>\$ 805,100.00</u>
Total Radios		<u>229.00</u>								

* Adjusted down by department



7840 N. Sam Houston Pkwy W.
Houston, Texas 77064

Major Donta 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	M25URSSPW1AN	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	W228A	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	G806BE	ADD: ASTRO DIGITAL CAI OPERATION		
1h	1	G51AU	ENH: SMARTZONE OPERATION APX6500		
1i	1	G581AH	ENH: P25 TRUNKING SOFTWARE APX		
1j	1	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY		
1k	1	G442AJ	ADD: OS CONTROL HEAD		
1l	1	G85AM	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
<i>* Actual Price May Very Slightly Depending on Quantity Motorola Quote Will Be Actual Price</i>	
TOTAL	\$ 3,884.70



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	H98UCF9PWSEN	APX6000 700/800 MODEL 2.5 PORTABLE	\$ 3,581.83	\$ 3,581.83
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	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION		
1e	1	H38BT	ADD: SMARTZONE OPERATION		
1f	1	Q361AR	ADD: P25 9600 BAUD TRUNKING		
2	1	NNTR8863A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA	\$ 140.25	\$ 140.25
3	1	PMMN4059AL	IMPRES RSM w/NON-Threaded Audio Jack, Windporting (IP55)	\$ 96.80	\$ 96.80
4	1	SVC03SVC6115D	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 HGAC Fee (PAID)	\$ 3,888.88
TAX	EXEMPT
SHIPPING	FREE
TOTAL	\$ 3,888.88

* Actual Price May Vary Slightly Depending on Quantity
Motorola Quote Will Be Actual Price



7840 N. Sam Houston Pkwy W.
Houston, Texas 77064

Major Donia 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	M22UR59PW1AN	APX4500 7/800	\$ 2,767.63	\$ 2,767.63
1a	1	GA00604AA	ADD: APX O2 CONTROL HEAD		
1b	1	G444AH	ADD: APX CONTROL HEAD SOFTWARE		
1c	1	W22BA	ADD: STD PALM MICROPHONE APX		
1d	1	B18CR	ADD: AUXILIARY SPIKR 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 9600 TRUNKING BAUD SINGLE SYSTEM		
1i	1	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY		
1j	1	G174AF	ADD: ANT 3DB LOW-PROFILE 762-870		
2	1	SVC03SVC0115D	Subscriber Programming	\$ 90.00	\$ 90.00
				\$ 2,857.63	

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	\$ 2,857.63
HGAC Fee (PAID)	
TAX	EXEMPT
SHIPPING	FREE
TOTAL	\$ 2,857.63

* Actual Price May Vary Slightly Depending on Quantity

Motorola's Quote Will Be Actual Price



7840 N. Sam Houston Pkwy W.
Houston, Texas 77064

Major Donia Miller
dmiller@co.jefferson.tx.us
409.636.0411

Jefferson County Sheriff's Department
REGIONAL RADIO SUBSCRIBER EQUIPMENT

HGAC CONTRACT RA05-18

Item	Quant	Model	Description	Package Price	Extended
1	1	H51UCHSPW7AN	APX 4000 7/800 MHZ MODEL 3 PORTABLE	\$ 2,755.91	\$ 2,755.91
1a	1	QA0485AA	ADD: TWO KNOB CONFIGURATION		
1b	1	HA00025AG	ADD: 5Y ESSENTIAL ACCIDENTAL DAMAGE		
1c	1	QA02756AB	ENH: 3800 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/NON-Threaded Audio Jack, Windporting (IP55)	\$ 98.00	\$ 98.00
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 Very 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. *AW*
County Health Director

Essline Knox *ek*
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.

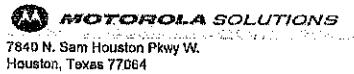
June 3, 2020

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



Major Donia 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: AUXILIARY SPKR 7.5 WATT		
1e	1	GA00255AF	ADD: BY ESSENTIAL ACCIDENTAL DAMAGE		
1f	1	GA00236AA	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

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 Shauberger
Chief of Corrections
jshauberger@co.jefferson.tx.us

TO: Fran Lee
Jefferson County Auditing Department

FROM: Chief John Shauberger
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.

A handwritten signature in black ink, appearing to read "John Shauberger".

Chief John Shauberger

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

5,918.56**

ROAD & BRIDGE PCT.#2

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

3,622.75**

ROAD & BRIDGE PCT. # 3

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

256.62**

ROAD & BRIDGE PCT.#4

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

30,835.01**

ENGINEERING FUND

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

4,599.80**

PARKS & RECREATION

CITY OF PORT ARTHUR - WATER DEPT.

58.50 472275

ENTERGY

8.75 472288

W. JEFFERSON COUNTY M.W.D.

27.67 472335

94.92**

GENERAL FUND

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			

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	
DATA PROCESSING			6,016.75*
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	
VOTERS REGISTRATION DEPT			9,852.94*
UNITED STATES POSTAL SERVICE	28.81	472351	
DE LAGE LANDEN PUBLIC FINANCE	70.00	472400	
FUNCTION 4 LLC	19.41	472445	
ELECTIONS DEPARTMENT			118.22*
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	
DISTRICT ATTORNEY			662.58*
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	
DISTRICT CLERK			18,884.72*
UNITED STATES POSTAL SERVICE	259.26	472351	
DE LAGE LANDEN PUBLIC FINANCE	70.00	472400	
FUNCTION 4 LLC	19.41	472445	
CRIMINAL DISTRICT COURT			348.67*
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	
58TH DISTRICT COURT			27,149.02*
DE LAGE LANDEN PUBLIC FINANCE	70.00	472400	
FUNCTION 4 LLC	19.41	472445	
60TH DISTRICT COURT			89.41*
DE LAGE LANDEN PUBLIC FINANCE	70.00	472400	

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	19.41	472445	89.41*
136TH DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	70.00	472400	
FUNCTION 4 LLC	19.41	472445	89.41*
172ND DISTRICT COURT			
LEXIS-NEXIS	160.00	472353	
DE LAGE LANDEN PUBLIC FINANCE	70.00	472400	
FUNCTION 4 LLC	19.41	472445	249.41*
252ND DISTRICT COURT			
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	19,234.68*
279TH DISTRICT COURT			
LAIRON 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	3,994.41*
317TH DISTRICT COURT			
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	4,654.83*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	27.74	472351	
DE LAGE LANDEN PUBLIC FINANCE	90.00	472400	
FUNCTION 4 LLC	24.96	472445	142.70*
JUSTICE COURT-PCT 1 PL 2			
DE LAGE LANDEN PUBLIC FINANCE	70.00	472400	
FUNCTION 4 LLC	19.41	472445	89.41*
JUSTICE COURT-PCT 4			
DE LAGE LANDEN PUBLIC FINANCE	90.00	472400	
FUNCTION 4 LLC	24.96	472445	114.96*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	27.59	472351	
DE LAGE LANDEN PUBLIC FINANCE	70.00	472400	
FUNCTION 4 LLC	19.41	472445	117.00*
JUSTICE OF PEACE PCT. 8			
UNITED STATES POSTAL SERVICE	44.50	472352	

NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	70.00 19.41	472400 472445	133.91*
COUNTY COURT AT LAW NO.1			
DE LAGE LANDEN PUBLIC FINANCE EFFIE KEFFER FUNCTION 4 LLC	245.92 264.09 68.20	472400 472441 472445	578.21*
COUNTY COURT AT LAW NO. 2			
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC THE MAYO LAW FIRM PLLC	70.00 19.41 400.00	472400 472445 472447	489.41*
COUNTY COURT AT LAW NO. 3			
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	964.41*
COURT MASTER			
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	2,315.36*
MEDIATION CENTER			
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	70.00 19.41	472400 472445	89.41*
COMMUNITY SUPERVISION			
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	280.00 77.64	472400 472445	357.64*
SHERIFF'S DEPARTMENT			
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	4,792.60*
CRIME LABORATORY			
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	1,967.28*
JAIL - NO. 2			
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	

NAME

AMOUNT

CHECK NO.

NAME	AMOUNT	CHECK NO.	TOTAL
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	
A1 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	
JUVENILE PROBATION DEPT.			354,127.91*
FED EX			
LARONDA TURNER	34.74	472285	
UNITED STATES POSTAL SERVICE	152.38	472304	
LYNN BIERHALTER	3.35	472351	
SHARON STREETMAN	115.00	472376	
DE LAGE LANDEN PUBLIC FINANCE	103.50	472377	
TANISHA GRIFFIN	140.00	472400	
ROXANA MITCHELL	85.68	472429	
FUNCTION 4 LLC	128.80	472435	
TRISH DAVIS	38.82	472445	
	92.00	472460	
JUVENILE DETENTION HOME			894.27*
M&D SUPPLY			
AT&T	1,437.93	472296	
FLOWERS FOODS	693.68	472319	
BEN E KEITH FOODS	87.20	472366	
DE LAGE LANDEN PUBLIC FINANCE	2,584.23	472368	
FUNCTION 4 LLC	229.79	472400	
VACUUM CITY & UNIQUE GIFTS	63.73	472445	
	850.00	472454	
CONSTABLE PCT 1			5,946.56*
UNITED STATES POSTAL SERVICE	4.73	472351	
DE LAGE LANDEN PUBLIC FINANCE	323.13	472400	
FUNCTION 4 LLC	89.62	472445	
CONSTABLE-PCT 4			417.48*
DE LAGE LANDEN PUBLIC FINANCE	70.00	472400	
FUNCTION 4 LLC	19.41	472445	
CONSTABLE-PCT 6			89.41*
UNITED STATES POSTAL SERVICE	.42	472351	
DE LAGE LANDEN PUBLIC FINANCE	70.00	472400	
FUNCTION 4 LLC	19.41	472445	
CONSTABLE PCT. 7			89.83*
OFFICE DEPOT	89.18	472302	
CONSTABLE PCT. 8			89.18*
DE LAGE LANDEN PUBLIC FINANCE	322.93	472400	
FUNCTION 4 LLC	89.56	472445	
COUNTY MORGUE			412.49*
PROCTOR'S MORTUARY INC	7,650.00	472390	
FORENSIC MEDICAL	56,728.00	472461	
AGRICULTURE EXTENSION SVC			64,378.00*

NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	200.00 55.47	472400 472445	255.47*
HEALTH AND WELFARE NO. 1			
CLAYBAR FUNERAL HOME, INC. COMMUNITY FUNERAL CHAPEL, INC. OFFICE DEPOT AUSTIN CECIL WALKES MD PA UNITED STATES POSTAL SERVICE PROCTOR'S MORTUARY INC DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	2,080.00 1,500.00 144.66 2,932.58 33.26 3,000.00 372.43 103.29	472278 472279 472302 472333 472351 472391 472400 472445	
HEALTH AND WELFARE NO. 2			10,166.22*
TIME WARNER COMMUNICATIONS AUSTIN CECIL WALKES MD PA VICKIE MCINTYRE UNITED STATES POSTAL SERVICE UNITED STATES POSTAL SERVICE TERRI WATSON DE LAGE LANDEN PUBLIC FINANCE SAM'S CLUB DIRECT FUNCTION 4 LLC	146.72 2,932.58 1,136.20 23.46 159.05 138.00 140.00 70.76 38.82	472324 472333 472338 472351 472352 472379 472400 472411 472445	
NURSE PRACTITIONER			4,785.59*
OFFICE DEPOT SIERRA SPRING WATER CO. - BT DE LAGE LANDEN PUBLIC FINANCE LESLIE RIGGS FUNCTION 4 LLC	228.21 6.00 70.00 150.00 19.41	472302 472354 472400 472428 472445	
CHILD WELFARE UNIT			473.62*
J.C. PENNEY'S ROSS DRESS FOR LESS, INC.	3,841.64 290.27	472358 472380	
ENVIRONMENTAL CONTROL			4,131.91*
JACKSON-HIRSH, INC. OFFICE DEPOT AT&T DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	134.49 245.93 32.58 323.13 89.62	472291 472302 472319 472400 472445	
INDIGENT MEDICAL SERVICES			825.75*
KING'S PHARMACY BEAUMONT CARDINAL HEALTH 110 INC	824.63 25,955.53	472405 472419	
MAINTENANCE-BEAUMONT			26,780.16*
JOHNSTONE SUPPLY DELTA FASTENER, INC. W.W. GRAINGER, INC. ENTERGY M&D SUPPLY SANITARY SUPPLY, INC. ACE IMAGEWEAR AT&T WORTH HYDROCHEM CENTERPOINT ENERGY RESOURCES CORP FIRETROL PROTECTION SYSTEMS, INC. DE LAGE LANDEN PUBLIC FINANCE INDUSTRIAL & COMMERCIAL MECHANICAL AT&T MANNING'S OFFICE SOLUTIONS LLC FUNCTION 4 LLC ADVANTAGE INTERESTS INC REXEL USA INC	1,593.68 17.60 42.59 408.29 151.31 275.04 199.22 407.52 265.00 2,780.40 1,140.00 70.00 876.57 16,062.50 310.59 19.41 2,392.00 126.97	472268 472280 472287 472288 472296 472310 472314 472319 472336 472372 472384 472400 472410 472438 472440 472445 472451 472453	
MAINTENANCE-PORT ARTHUR			27,138.69*

NAME	AMOUNT	CHECK NO.	TOTAL
TEXAS GAS SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	495.86 140.00 38.82	472363 472400 472445	674.68*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND ENTERGY ACE IMAGEWEAR AT&T W. JEFFERSON COUNTY M.W.D. DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	143.01 296.86 124.10 718.10 65.24 70.00 19.41	472277 472288 472314 472319 472335 472400 472445	1,436.72*
SERVICE CENTER			
ACTION AUTO GLASS J.K. CHEVROLET CO. PHILPOTT MOTORS, INC. WARREN EQUIPMENT CO. JEFFERSON CTY. TAX OFFICE JEFFERSON CTY: TAX OFFICE JEFFERSON CTY: TAX OFFICE JEFFERSON CTY. TAX OFFICE DE LAGE LANDEN PUBLIC FINANCE MIGHTY OF SOUTHEAST TEXAS SPANKY'S WRECKER SERVICE INC SILSBEY FORD INC FUNCTION 4 LLC	49.95 410.43 211.36 368.88 7.50 7.50 7.50 16.75 70.00 191.10 150.00 276.90 19.41	472263 472290 472305 472334 472344 472345 472346 472347 472400 472403 472409 472422 472445	1,787.28*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	9.12 1.90 240.00 66.56	472351 472352 472400 472445	317.58*
MOSQUITO CONTROL FUND			621,291.78**
SANITARY SUPPLY, INC. AT&T TIME WARNER COMMUNICATIONS UNITED PARCEL SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	50.91 32.58 102.90 12.52 70.00 19.41	472310 472319 472323 472332 472400 472445	288.32**
FEMA EMERGENCY			
ACTION AUTO GLASS C. JOHNNIE-ON-THE-SPOT OFFICE DEPOT SANITARY SUPPLY, INC. ULINE SHIPPING SUPPLY SPECIALI MARISSA PHILLIPS SHERWIN-WILLIAMS PARKER LUMBER BIOREFERENCE LABORATORIES INC SPRINT WASTE SERVICES LP COLIN'S KITCHEN LLC STERICYCLE, INC GULF COAST BIOMEDICAL WASTE SOLUTIONS LLC RUSSELL WRIGHT RILEY LOVE WES VICE HARDWOODS & SUPPLY INC KARA PENT	397.80 660.24 400.42 65.20 1,131.41 420.00 725.00 289.61 183,550.00 1,194.39 3,596.40 723.00 188.10 495.00 575.00 345.00 576.65 525.00	472264 472273 472303 472311 472331 472374 472385 472392 472401 472424 472436 472456 472466 472469 472470 472471 472472 472474	195,858.22**
FAMILY GROUP CONFERENCING			
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	70.00 19.41	472400 472445	89.41**
J.C. FAMILY TREATMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
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	
SYSKO 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 TERMITIC & 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	

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	87.36	472445	1,242.66**
DISTRICT CLK RECORDS MGMT			
DE LAGE LANDEN PUBLIC FINANCE	140.00	472400	
FUNCTION 4 LLC	38.82	472445	178.82**
AIRPORT FUND			
CITY OF NEDERLAND SANITARY SUPPLY, INC.	1,007.50	472277	
BUBBA'S AIR CONDITIONING	502.42	472310	
UNITED STATES POSTAL SERVICE	387.50	472337	
LOWE'S HOME CENTERS, INC.	.84	472351	
ROBERT'S TEXACO XPRESS LUBE	542.80	472359	
ATTABOY TERMITES & PEST CONTROL	7.00	472383	
DE LAGE LANDEN PUBLIC FINANCE	154.50	472386	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	140.00	472400	
FUNCTION 4 LLC	109.78	472423	
TITAN AVIATION FUELS	38.82	472445	
	8,794.62	472459	11,685.78**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	74,175.71	472452	74,175.71**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	199.40	472373	199.40**
MARINE DIVISION			
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 BRENT A. WEAVER
Precinct No. 2

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

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



EDDIE ARNOLD
COMMISSIONER EDDIE ARNOLD
Precinct No. 1



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

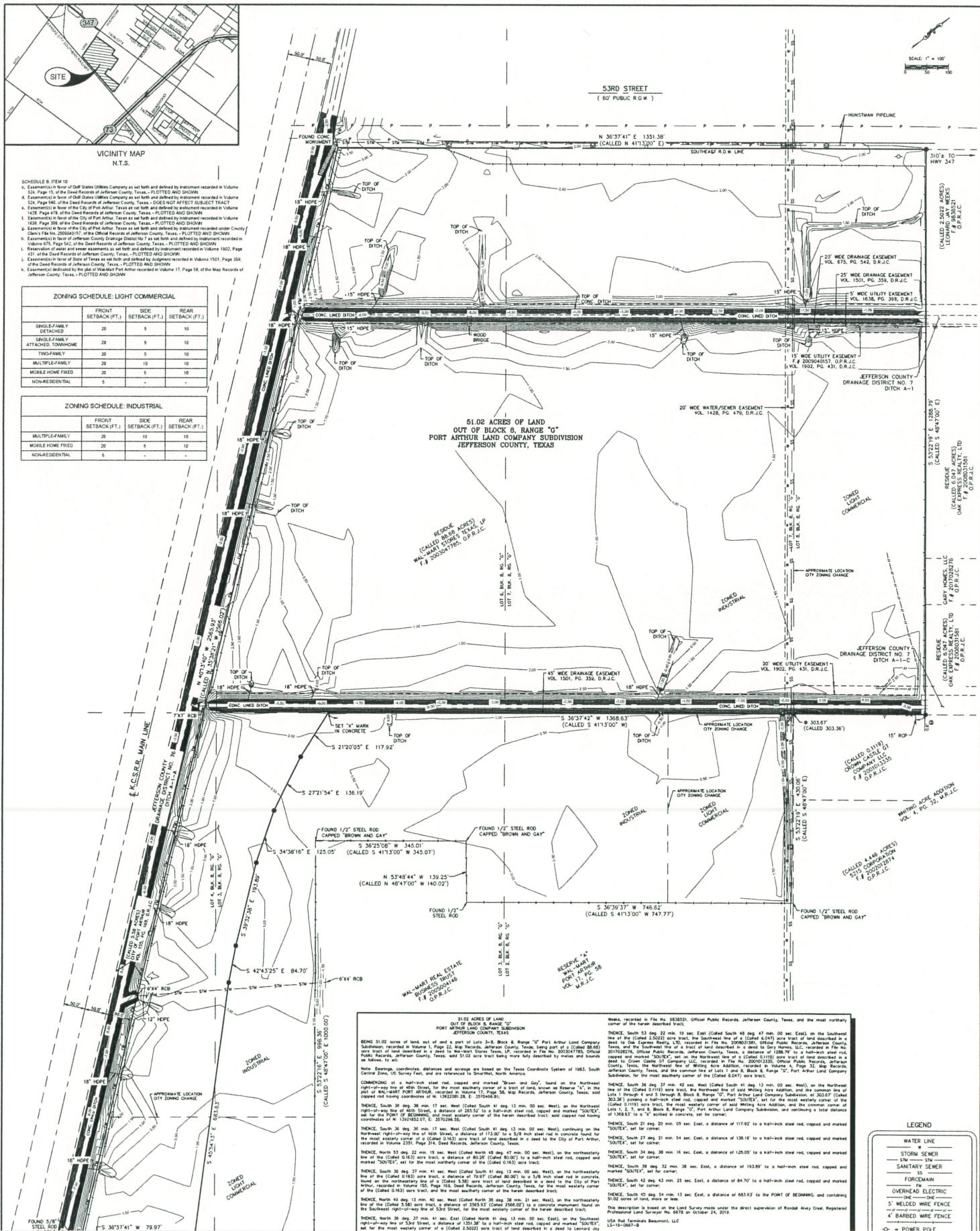


BRENT A. WEAVER
COMMISSIONER BRENT A. WEAVER
Precinct No. 2



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





**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
 (Submit form to Labors@TexasAgriculture.gov)

A701

Grant Recipient: County of Jefferson Contract No: 7218240

I, Jeff Branick
 (Print Mayor/County Judge) hereby appoint Susan Stover
 (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: _____
 (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