

PROPRIETARY



Reed-Joseph International Company



OVER 60 YEARS OF SUCCESSFUL BIRD & WILDLIFE CONTROL
A VETERAN-OWNED SMALL BUSINESS



**KILLEEN - FORT HOOD
REGIONAL AIRPORT, TEXAS**

JULY 2016

SCARE WARS[®] SYSTEM

THE FOUNDATION OF A SUCCESSFUL BASH PROGRAM

Operating at Optimum Readiness with Minimum Maintenance

Tel: 1-800-647-5554

800 Main Street, Greenville, MS 38701

www.reedjoseph.com

PROPRIETARY

EXHIBIT "A"



Reed-Joseph International Company

P.O. Box 894, Greenville, MS 38702 / 800 Main Street, Greenville, MS 38701

July 15, 2016

City of Killeen
Purchasing Division
207 A West Avenue D
Killeen, TX 76541

Reference: RFP 16-18

Dear Friends,

We hope you find the enclosed information helpful in your effort to procure wildlife hazard reduction equipment for Killeen-Fort Hood Regional Airport. If you have any questions about our proposal, or if additional or corrected information is needed please do not hesitate to contact us. We are proud of our relationship with the aviation community, and we hope to be of service to your city and your airport in the near future.

Kindest regards,

J. Barthell Joseph, III
Reed-Joseph International Company

Enclosures



Request for Proposals Number 16-18

Wildlife Hazard Reduction Equipment

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Evaluation Criteria

Project Team, Firm Qualifications, and Key Personnel

Established in 1953, Reed-Joseph International Company is the nation's oldest and largest distributor of bird and wildlife control products. Approximately one-half of our sales are retail while one-half are through a nation-wide network of about 100 dealers. Our product line consists mainly of noise producing harassment devices of which there are three categories: LP gas cannons, pyrotechnics, and electronic distress cry generators. Our radio controlled bird abatement system, Scare Wars®, is sold directly to the end user on a "turn-key" basis, and we have installed more than 50 of these systems world-wide over the past 20 years. Our experience has proven many times that no single tool is capable of completely solving a bird or wildlife control problem, but that an integrated approach including all three of the above mentioned categories plus habitat modification provide the best solution for bird and wildlife abatement.

Project Delivery

Although the LP gas cannon has long been regarded as one of the best wildlife harassment tools on the market, it has, over the years, received some criticism; that is, birds and wildlife eventually become accustomed to the timed detonations, and ultimately become more difficult to move. With this complaint in mind, we designed and developed a system of LP gas cannons which activate only on operator command. Scare Wars®, as the system has come to be known, has a great advantage over manually operated LP gas cannons: *the element of surprise*. Since the system is activated only when the operator sees fit, birds and wildlife do not become accustomed to the various sounds. We have discovered many other advantages of Scare Wars® since we installed our first system in 1995:

- Reduction in costly and disruptive trips to the airfield to manually disperse birds and wildlife.
- Reduction in noise pollution. Since remote bird deterrent units are activated only on operator command, the actual time of operation is greatly decreased.
- Reduction in fuel consumption for LP gas cannons and in LP gas cannon maintenance and repair problems.

If Reed-Joseph is awarded the contract to install our Scare Wars® system at Killeen-Ft. Hood Regional Airport, the installation of the system would proceed as follows:

Shipment of Equipment

The Scare Wars® system equipment would ship on approximately 12 pallets. Total weight of shipment would be approximately 6,000 pounds. Until our installation team arrives we would request that the equipment is stored in a secure, enclosed area out of the elements.

We would also request the customer to select an area where our installation team can unpack and assemble equipment. The area should be fairly secure and fairly enclosed with ready access to the flightline. The corner of an old hangar with about 3,000 square feet would be perfect.

Assembly and Installation

Once our team arrives, the assembly and installation would proceed as follows:

Day One: Our installation team arrives at GRK.

1. Unpack equipment.
2. Install Master Workstation and base antenna.
3. Begin assembly of equipment.

Day Two:

1. Continue assembly of equipment.
2. Fill LP gas cylinders.

Day Three: Complete equipment assembly.

Day Four: Begin moving equipment to the airfield.

Day Five: Complete moving equipment to airfield.

Day Six: Trouble shooting & training.

Day Seven: Packing and extra equipment. Assembly area clean-up. Team departs GRK.

Technical Aspects and Cost Saving Measures

The Scare Wars® system is proven bird and wildlife control technology; It meets or exceeds all requirements of the RFP.

The long term advantage of Scare Wars® is the reduction in habituation by birds and wildlife

accomplished by radio controlled technology. Operationally, the system was designed with the best materials and workmanship for years of trouble-free service. Our semi-annual maintenance keeps the system performing at optimum condition.

No development or customization would be required for the Scare Wars® system to meet all requirements of the RFQ. Our proposed configuration of remote bird deterrent units would – in our opinion – provide optimum coverage for the GRK airfield. We propose a total of 20 remote bird deterrent units, with 10 units staggered along each side of runway 15-33.

Additionally, 10 of the remote bird deterrent units will be fitted with electronic bird distress cry generators, and these units will be placed in the operations-critical areas such as the approach ends and the center of the runway. The distress cry generators are customized for species-specific distress cries to meet the environmental needs of the GRK airfield.

The Scare Wars® system can be controlled from the master workstation, which is normally placed in the control tower. The system software is intuitive and simple to use. The master workstation can activate or deactivate single remote bird deterrent units, groups of remote bird deterrent units, or all of the remote units. Similarly, ground personnel can control the system from anywhere on the airfield with the hand held transmitter. Any portable remote bird deterrent units would also be controllable both from the master workstation and the hand held transmitters.

Normally the biggest challenge of installing as Scare Wars® system is the placement of the base antenna and running of coaxial cable from the base antenna to the master workstation. If our firm is awarded the contract we will coordinate with GRK personnel to insure we have all the necessary information to make the process move smoothly.

Customer Service Philosophy

Since we have been installing the Scare Wars® system world-wide for more than 20 years, Reed-Joseph has extensive experience in quality customer service under some of the harshest and remotest conditions. When problems occur, our local technicians are quickly available for trouble-shooting and repair. From our Greenville, Mississippi headquarters we are able to rapidly draw from our extensive parts inventory to replace parts as needed.

System Cost

We believe there is real value in the Scare Wars® - both evident in the hardware, software, and performance of the system, as well as the assurance that your airfield is covered by the best available bird and wildlife hazard abatement system.

The only cost saving measures our firm would recommend would be that the customer reconsider insurance minimums. We normally offer a three-year warranty at no charge, but because of the insurance requirements, we are forced to offer only a two-year warranty at a cost of \$20,000.



PROPOSAL OFFER FORM

It is required the proposing firm complete, sign and submit the original of this form with the proposal form. An unsigned "Proposal Offer", late proposal response and/or a materially incomplete response shall be considered non-responsive and rejected.

Proposing firm is to type or legibly write in ink all information required below.

Company Name: Reed-Joseph International Company

Company Address: 800 Main Street, Greenville, MS 38701

Company Mailing Address (If different from physical address): _____

Company Phone Number: 800-647-5554

Company Fax Number: 662-335-8850

Company Website: www.reedjoseph.com

Company Tax ID Number: 64-0662028

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (Must Sign in Ink)

By signing this Proposal Offer, the proposing firm acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offerer or potential Offerer. Failure to sign and return this form with Proposal offer shall result in a non-responsive Proposal.

J. Barthell Joseph, III

Vice President

Printed Name of Authorized Firm Representative


Title



July 15, 2016

Signature of Authorized Firm Representative

Date





PRICING FORM - STIPULATED SUM

To:

Purchasing Manager
City of Killeen, Texas
207 W. Avenue D
Killeen, TX 76541

Project:

Request for Proposals No.16-18
Wildlife Hazard Reduction Equipment
Killeen-Fort Hood Regional Airport
8101 Clear Creek Road, Killeen, Texas 76549.

Date:

July 15, 2016

Submitted by:
(Full name)

J. Barthell Joseph, III

(Full address)

Reed-Joseph International Company

800 Main Street

Greenville, MS 38701

1. BASE PRICING PER PLANS AND SPECIFICATIONS

- a. Having examined the Place of The Work and all matters referred to in the Instructions to Proposers and the Contract Documents prepared by A/E for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the defined scope of work – for the Lump Sum Amount of:

One hundred forty seven thousand two hundred ninety five

US Dollars

(\$ 147,295).



b. For purposes of evaluation of the Lump Sum Amount shown above, the following is a breakdown of the amount:

1) Installation of equipment on airfield

Total price

One hundred seven thousand three hundred

US Dollars

(\$ 107,300).

2) Installation of system in the Air Traffic Control Tower

Total price

Seventeen thousand nine hundred ninety five

US Dollars

(\$ 17,995).

3) Training of personnel on equipment usage

Total price

No charge

US Dollars

(\$ 00).

4) Warranty

Total price

Twenty two thousand

US Dollars

(\$ 22,000).

Total Sum (Items 1, 2, 3, 4 should equal Lump Sum Amount from Item 1a.)

One hundred forty seven thousand two hundred ninety five

US Dollars*

(\$ 147,295).



2. ADD ALTERNATES

Add Alternates will include but are not limited to:

- c. Add Alternate 1: Two additional Bird Deterrent Stations with all of the features and requirements as the primary system, but mounted on trailers, so that each station can be hooked up to a vehicle and quickly moved to locations on the airfield that is not covered by the initial stations.

Thirteen thousand eight hundred forty
US Dollars

(\$ 13,840).

- d. Add Alternate 2: Per year cost for a certified or otherwise qualified and trained technician to perform semi-annual maintenance inspections on the system installed.

Sixteen hundred
US Dollars

(\$ 1,600)

The proposer has included the required security Proposal Bond, executed certificates, and insurance requirements, as required by the Instruction to Proposers.

All applicable Federal taxes, State of Texas, Bell County, and City of Killeen taxes are excluded from the Proposal Sum.

3. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for ninety (90) days from the proposal closing date.

If this proposal is accepted by the owner within the time period stated above, the City will:

- Execute the Agreement within fifteen (15) days of receipt of Notice of Award.
- Furnish the required insurance certificates, and Performance and Payment bonds.
- Furnish a submittal schedule for all Technical Data Packages within ten (10) calendar days after Notice to Proceed.

Initial



- Commence work within ten (10) days after written Notice to Proceed.

If this proposal is accepted within the time stated, and the proposer fails to commence the work or the proposer fails to provide the required Bond(s), the Proposal Bond shall be forfeited as damages to the owner by reason of our failure.

In the event our proposal is not accepted within the time stated above, the required Proposal Bond shall be returned to the undersigned, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

4. CONTRACT TIME

If this Proposal is accepted, the proposer will:

- Complete the Work to achieve Final Completion of said project within 120 days of NTP, unless the period for completion is extended by an approved Change Order based upon reasonable cause and justification and in accordance with the contract.
- Agree to pay liquidated damages in the sum of \$500 for each consecutive calendar day required to complete the Work beyond Substantial and/or Final Completion, as applicable, or as extended by an approved Change Order.

5. ADDENDA

The following Addenda have been received. The modifications to the Proposal Documents noted below have been considered and all costs are included in the Lump Sum amount of the proposal.

Addendum No. _____ Dated _____, 2016

Addendum No. _____ Dated _____, 2016

Addendum No. _____ Dated _____, 2016

Addendum No. _____ Dated _____, 2016

Addendum No. _____ Dated _____, 2016



6. PRICING FORM SIGNATURE(S)

The Corporate Seal of

.....Reed-Joseph International Company.....

(Proposing Firm - print the full name of your firm)

Was hereunto affixed in the presence of:

.....Clarke T. Reed..... President.....

(Authorized signing officer)

(Title)

(Seal)

.....J. Barthell Joseph, III..... Vice President.....

(Authorized signing officer)

(Title)

If the Proposal is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.



COMPANY INFORMATION

1. Company Legal Name: R-J INTN'L, Inc.

2. Federal Employer ID#: 64-0662028

3. Parent Company (if applicable): _____

4. Year Founded: 1953

5. Years of Experience providing Wildlife Hazard Reduction Equipment: 63

6. Address: 800 Main Street

Greenville, MS 38701

7. Phone: 800-647-5554

8. Fax: 662-335-8850

9. Website: www.reedjoseph.com

10. Contracting License #: _____ State: _____
Classification: _____

11. Company Type: Corporation Partnership LLC ESOP
 Sole Proprietor Wholly-Owned Subsidiary Joint Venture

12. Officers and Owners (list all officers and/or owners with greater than 10% ownership).



CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

Chapter 76 of the Texas Local Government Code requires certain persons who wish to conduct business or be considered for business with a city to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (FORM CIQ). These laws are codified in Chap. 176 of the Texas Local Government Code.

What vendors/persons are subject to Chapter 176?

The word "person" includes a partnership, corporation or other corporate body, including those performing professional services. Such partnerships or corporations act through individuals, but it is the partnership or corporation that would be seeking to do business with the city.

- Any "person" who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- A vendor shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer that results in taxable income exceeding \$2,500 during the 12 month period preceding the date a contract is executed or a contract is being considered; Local government officer means a member of the governing body, a person designated the executive officer or an agent (including an employee) who exercises discretion in the planning, recommending or contracting of a vendor. or
 - (2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value of more than \$100 in the 12 month period preceding the date a contract is executed or a contract is being considered.

What triggers the requirement to file a "conflict of interest questionnaire"?

When a person begins (1) contract discussions or negotiations with the city or (2) submits an application, response to request for proposals or bids, correspondence, or another writing related to a potential agreement, Form CIQ must be completed. Whether the person initiates the discussion or the city initiates the discussions, Form CIQ must be completed. Even if the vendor has no affiliation or business relationship with an officer or employee of the city, Form CIQ must be completed and submitted.

To what type of contracts does the bill apply?

Any written contract and any implied contract, such as purchase orders, procurement card purchases, utility purchases, or any exchange of money or other consideration for some service or property. The monetary amount or value of the contract/purchase does not matter.



When must a vendor file the conflict of interest questionnaire?

No later than seven days after the date the person: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment relationship with a local government officer or family member of the officer, or (d) becomes aware of a qualifying gift.

What has to be revealed?

Section 176.006 requires disclosure of a person's employment or business relationships. This includes each employment or business relationship with a corporation or other business entity with respect to which a local government officer services as an officer or director or holds an ownership interest of 10% or more.

How do I go about filling out the Conflict of Interest Questionnaire form?

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person who is trying to do business with the City. If the person is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ.
2. Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Killeen or begins contract discussions or negotiations with the City.
3. Complete this Section by listing the name of the local government officer (member of City Council, City Manager or an employee who exercises discretion in the planning, recommending or contracting of a vendor) with whom there is an affiliation to or business relationship and you checked the "Yes" box in Section 3 A, B, or C. If there is more than one local government officer (City Council, City Manager or an employee who exercises discretion in the planning, recommending or contracting of a vendor) with whom there is an affiliation or business relationship, more than one page two may be needed to provide information on each local government officer.
4. State whether the local government officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.
5. State whether the filer receives or is likely to receive taxable income, other than investment income, from or at the direction of the local government officer named on the form AND the taxable income is not received from the local governmental entity.
6. State whether the filer is employed by a corporation or other business entity with which the local government officer serves as an officer or director or holds an ownership interest of 10% or more.
7. Describe each employment or business relationship with the local government officer named on the form.
8. Signature box. Person completing form must date and sign the form. If the form is being completed for a corporation, partnership, etc. The person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.



A signature is required in box #4 regardless of any other entry on the form.

A copy of Chapter 176 of the Texas Local Government Code can be found at:

<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>



CONFLICT OF INTEREST QUESTIONNAIRE
 For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 54th 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.

OFFICE USE ONLY
Date Received

1 Name of vendor who has a business relationship with local governmental entity
Reed-Joseph International Company

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 disclosed.

 Name of Officer

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.

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 or for the decision of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
 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 governmental entity

July 15, 2016
 Date

Kinsale Insurance Company

A.M. Best Company Rating: A- (Excellent)
Financial Size Category: VIII

Burns and Wilcox - San Francisco (Pine Street) - Jeff Yip

BINDER

RE: R J Intrnl Inc
dba Reed Joseph International Company
P O Box 894
Greenville, MS 38702

Policy #: 0100039350-0
Date: 06/01/2016

This binder contains an outline of coverage and does not include all the terms, conditions and exclusions of the policy that may be issued. The policy contains the full and complete agreement with regards to coverage. Please review this binder thoroughly and notify the Company immediately of any inaccuracies or discrepancies.

Company: Kinsale Insurance Company

Policy Term: 06/01/2016 - 02/10/2017

Retro Date: n/a

Limits of Liability:

\$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate

Business Description: Premises only - Manufacturer

Schedule of Underlying Insurance:

General Liability:

Carrier:	Admiral Insurance Company	Each Occurrence	\$1,000,000
Policy Term:	02/10/2016 - 02/10/2017	General Aggregate	\$2,000,000
Coverage Form:	Occurrence	Products / Completed Operations	\$1,000,000
		Personal and Advertising Injury	\$1,000,000
		Limit	

Premium:	\$4,800	Min. Earned Premium:	25.00%
Terrorism:	rejected		
Total Premium:	\$4,800		
Company Fees:	\$250		
Total Amount Due:	\$5,050		

Premium is 100.00% minimum and deposit.

Company Fees, if applicable, are fully earned.

Taxes, fees and surcharges are the responsibility of the broker.

This binder is in effect until it is replaced by a policy issued by the Company or it is cancelled in accordance with the policy conditions. **FLAT CANCELLATION OF THIS BINDER IS NOT PERMITTED.**

Condition Precedent:

This binder is conditioned on our receipt and approval of the materials listed below. We may rescind this binder if we do not receive, review and approve in writing these materials. Further, this binder is strictly conditioned upon there being no material change in the risk between the date of the binder and the effective date of the policy. If we determine that a material change has occurred, we may modify the terms of this binder, including rescinding it altogether.

- 1) 2011-12 and 2014-16 currently valued GL loss runs
- Complete copies of all underlying policies within 60 days.

Comments:**Exclusions and Endorsements:**

CAX1000-0413 - Commercial Excess Liability Declarations
ADF9013-0815 - Notice - Where To Report A Claim
ADF4001-0110 - Schedule of Forms
CAX1001-0110 - Schedule of Underlying Insurance
CAX0001-0113 - Commercial Excess Liability Policy
CAX2005-0110 - Limitation of Coverage to Designated Project or Premises
CAX4008-0110 - Minimum Earned Premium
CAX4014-1211 - Non-Drop Down Provision
ADF3002-0110 - Exclusion -Terrorism
ADF3003-0110 - Exclusion - Absolute Pollution and Pollution Related Liability
CAX3015-0110 - Exclusion- New York
CAX3024-0311 - Exclusion- Assault and Battery
CAX3032-0110 - Exclusion- Injury to Independent Contractors
CAX3042-0110 - Exclusion- Automobile
CAX3049-0110 - Exclusion- Insured vs. Insured
CAX3055-0110 - Exclusion- Products/Completed Operations Hazard
CAX3068-0713 - Exclusion - Personal and Advertising Injury Liability
CAX3072-0814 - Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability
ADF9004-0110 - Signature Endorsement
ADF9009-0110 - U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
Information Page WC 00 00 01A

FFVA Mutual Insurance Co.

NCCI Co. No. 31321

Policy Number **WC840-0021912-2016A**
 Prior Policy Number **WC840-0021912-2015A**

1. INSURED:
 R-J International, Inc.

PO Box 894
 Greenville, MS 38702-0894

Producer:
 South Group Insurance and Financial
 PO Box 3266
 Ridgeland, MS 39158

Business Type: Corporation Federal Id No # 640662028 Risk Id No. #
 Other Named Insured: See WC 99 06 10 Other Work Places See WC 99 06 09

2. POLICY PERIOD: The Policy Period Is From: 04/02/2016 To 04/02/2017 12:01 A.M. Standard Time at The Insured Mailing Address

3. COVERAGES:

- A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: MS
- B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$ 500,000	each accident
Bodily Injury by Disease	\$ 500,000	policy limit
Bodily Injury by Disease	\$ 500,000	each employee
- C. Other States Insured: Part Three of the policy applies to the states, if any, listed here:
 AL, FL, GA, IN, KY, NC, SC, TN, VA
- D. This policy includes these endorsements and schedules:
 See WC 99 06 08

4. COVERAGES: *The premium for this policy will be determined by our Manual of Rules, Classifications, Rates & Rating Plans. All information required below is subject to verification and change by audit.*

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
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See WC 00 00 01 A

Minimum Premium: Deposit Premium:
 \$825 \$1,203

Interim Adjustment: Annually

Servicing Office:
 P.O. Box 948239
 Maitland, FL 32794-8239
 (800) 346-4825

Total Estimated Premium \$1,203

Issue Date 02/15/2016

Countersigned By: *Craig Meuzel*

Date

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
Extension Schedule WG 00 00 01 A

FFVA Mutual Insurance Co.

Policy Number WC840-0021912-2016A Insurer FFVA Mutual Insurance Co.

Location Number: 1 Insured R-J International, Inc.
 State: MS Insured Unit Name R-J International, Inc.

The Policy Period Is From: 04/02/2016 To 04/02/2017 12:01 A.M. Standard Time
 at The Insured Mailing Address

Policy Rating Period 04/02/2016 To 04/02/2017

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
Store: Wholesale Noc	8018	21,460	2.06	442
Clerical Office Employees Noc	8810	191,280	0.23	440

Manual Premium	882
Excess Employers Liability 0.80%	7
EEL Minimum Premium Adjustment	68
Subject Premium	957
Standard Premium	957
Normal Premium	957
Expense Constant	200
Terrorism	23
Catastrophe	23
Total Estimated Premium	1,203

FFVA Mutual Insurance Co.

PARTNERS, OFFICERS AND OTHERS EXCLUSION ENDORSEMENT

Endorsement No.
Endorsement Effective 04/02/2016

NCCI Co. No 31321
FFVA Mutual Insurance Co.
(NAME OF INSURANCE COMPANY)

Policy Number WC840-0021912-2016A

Insured R-J International, Inc.

This policy does not cover bodily injury to any person described in the Schedule.
The premium basis for the policy does not include the remuneration of such persons.
You will reimburse us for any payment we must make because of bodily injury to such persons.

Schedule

Partners

Officers

Others

Clarke Reed

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
Extension Schedule

WC 99 06 10

FFVA Mutual Insurance Co.

Policy Number WC840-0021912-2016A

Endorsement Effective Date:04/02/2016

Insured R-J International, Inc.

The Policy Period Is From: 04/02/2016 To04/02/2017

Named Insured:

Business Type:

FEIN:

Levee Lands Company

Corporation

640690500

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
Extension Schedule

WC 99 06 08

FFVA Mutual Insurance Co.

Policy Number WC840-0021912-2016A

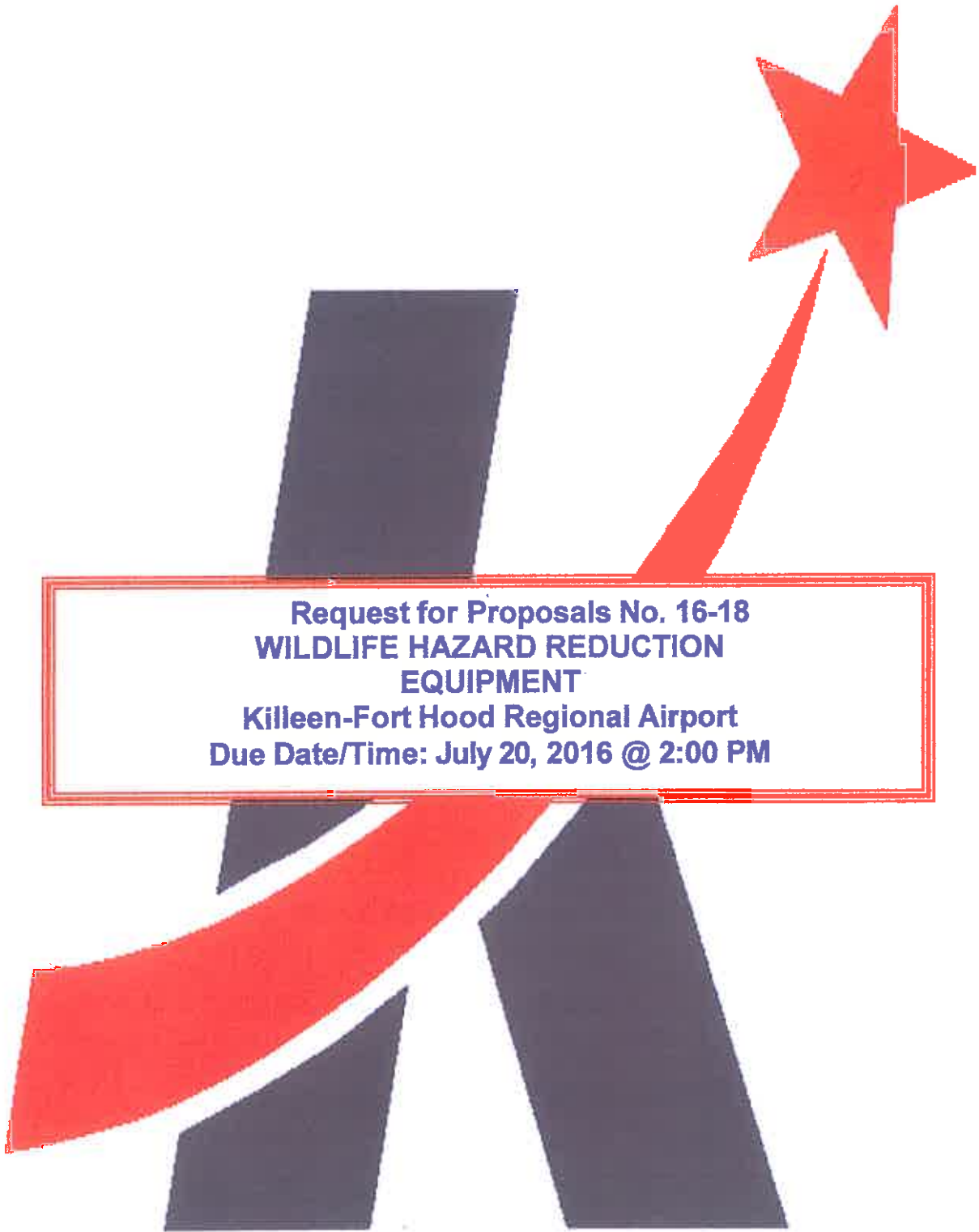
Endorsement Effective Date: 04/02/2016

Insured R-J International, Inc.

The Policy Period Is From: 04/02/2016 To 04/02/2017

Schedule of Endorsements:

WC 00 00 01 A	Extension Schedule for Class Codes
WC 00 03 08	Partners, Officers and Others Exclusion Endorsement
WC 00 04 02	Anniversary Rating Date Endorsement
WC 00 04 14	Notification of Change in Ownership Endorsement
WC 00 04 19	Premium Due Date Endorsement
WC 00 04 21 D	Catastrophe Premium Endorsement (other than Terrorism)
WC 00 04 22 B	Terrorism Risk Ins Program Reauth Act Disclosure End P1
WC 99 03 01	Employers Liability Coverage Endorsement
WC 99 06 09	Extension Schedule for Locations
WC 99 06 10	Extension Schedule for Insured Names
WC 99 06 11	Installment Schedule for Issuance
WC 00 00 00 C	Workers Compensation and Employers Liability Insurance Policy 1 MS WC Safety Notice
FNLAUDIT2	Final Payroll Audit Preparation #2



**Request for Proposals No. 16-18
WILDLIFE HAZARD REDUCTION
EQUIPMENT
Killeen-Fort Hood Regional Airport
Due Date/Time: July 20, 2016 @ 2:00 PM**

Initial

A handwritten signature in blue ink, written over a horizontal line. The signature is stylized and appears to consist of several loops and a long tail.



Notice is hereby given that the City of Killeen Department of Aviation is seeking Sealed proposals for a Wildlife Hazard Reduction System. Proposals will be received until 2:00 PM, Wednesday, July 20, 2016, and should be addressed to, Purchasing Division, 207 A, West Ave D, Killeen, Texas, 76541. Any proposal received after the closing time, will be returned unopened. Proposals shall be plainly marked with the name and address of the proposer and RFP No. 16-18 Killeen Wildlife Hazard Reduction Equipment. Proposal shall include one (1) original and five (5) copies.

Pre-proposal questions should be addressed to Randy Jimenez, Purchasing Manager, at rjimenez@killeentexas.gov with RFP 16-18 in the subject line. Questions will be accepted until 2:00 PM, Friday, July 15, 2016. Questions will be answered in the form of an Addendum and may be downloaded from Demandstar, Electronic State Business Daily, Ionwave, and the City's website at www.killeentexas.gov/purchasing under the "City Bids." It is the responsibility of the firm to monitor this website for addendum postings.

The RFP 16-18 diagrams and specifications may be examined at:

Office of the Director of Aviation
Killeen-Fort Hood Regional Airport
8101 Clear Creek Drive
Killeen, Texas 76549
Phone: 254.501.8700
Fax: 254.699.7497



CERTIFICATION OF NONSEGREGATED FACILITIES - 41 CFR PART 60-1.8

Notice to Prospective Federally Assisted Firms

1. A Certification of Non-Segregated Facilities shall be submitted prior to the award of a federally-assisted contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Firms receiving federally-assisted contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally-assisted firm certifies that she or he does not maintain or provide, for her or his employees, any segregated facilities at any of her or his establishments and that she or he does not permit employees to perform their services at any location, under her or his control, where segregated facilities are maintained. The federally-assisted firm agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted firm agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in her or his files.

The proposed contract is subject to the Buy American provision under Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990.



Your offer is required to be submitted under a condition of irrevocability for a period as outlined in this RFP.

SCHEDULE

The estimated time frame for the proposal process through final project acceptance follows:

1 st Advertisement	June 26, 2016
Documents Available To Public	June 27, 2016
2 nd Advertisement	July 3, 2016
Pre-Proposal Conference/Tour Meeting	N/A
Deadline for Questions	July 15, 2016,
Response to Questions Due Date	July 18, 2016
Proposal Due Date	July 20, 2016
Interviews	July 26, 2016
Proposal/Interview Assessment and Recommendation	July 29, 2016
Recommendation to City Council Agenda	August 1, 2016
Workshop	August 16, 2016
City Council for Approval	August 23, 2016
Notice To Proceed - Estimated	August 29, 2016
Substantial Completion	November 18, 2016
Final Completion	December 27, 2016



**REQUEST FOR PROPOSALS NO. 16-18
WILDLIFE HAZARD REDUCATION
EQUIPMENT
KILLEEN-FORT HOOD REGIONAL AIRPORT
KILLEEN, TEXAS**

OVERVIEW

Over the past two years Robert Gray Army Airfield/Killeen Fort-Hood Regional Airport has experienced unprecedented bird hazard levels primarily during the months of December, January, and February. The primary hazard has been mourning doves with an estimated 3,000 to 3,500 birds congregating annually in the sod areas and on runway 15/33, and occasionally along the entire length of the runway. In addition to mourning doves, flocks of killdeer, meadowlarks, and starlings have also contributed to high bird hazard levels at times. Turkey vultures and kestrel on and in the vicinity of the airfield, as well as coyotes, bobcats, deer, dogs and fox have all contributed to elevated bird/wildlife hazard levels on the airfield.

BASE SCOPE

This project is for the purchase and installation of a complete and fully functional, turnkey, non-lethal, radio controlled, automated, and programmable bird deterrent system, which will discourage birds from populating and frequenting the immediate runway environment.

The system, at a minimum, shall consist of the following components:

1. System shall be capable of remote control from hand held radios/transmitters as well as a fixed base controller via a PC.
2. The software for the system shall provide at least the following features:
 - A. Ability to access and control all remote stations.
 - B. Ability to assign each remote station into any group or groups without restriction.
 - C. Programmable scheduling for automatic firing.
 - D. Ability to log and print unit activation history.
 - E. Software components preferred, but not mandatory: Upgrade capability; fuel level readings in remote units; customized airfield diagram depicting locations of remote units with point and click capability.
3. Three (3) rechargeable, digital hand held radio/transmitters capable of activating the system anywhere on the airfield.



4. Any required base antenna to transmit commands to remote stations.
5. Remote bird deterrent stations in sufficient quantities to cover the entire runway environment that are completely self-contained, require no outside power source, are portable, weather proof, and secure from tampering. Each station shall have at a minimum the following features:
 - A. All parts and associated components that make up the remote stations shall be contained on or inside the station box.
 - B. Motor driven, rotating, liquid propane (LP) gas cannons.
 - C. Digital radio receiver with antenna.
 - D. Rechargeable battery and a solar powered recharging system that is directly mounted to the box.
 - E. Five (5) gallon LP gas cylinder.
 - F. Handles for portability and ease of handling on each deterrent station.
 - G. Distresses cry generators in sufficient quantities to cover the entire runway environment with 200 watt amplifiers and multiple speakers. Shall be capable of generating multiple distress cries, predator sounds, or other sounds proven to harass or scare wildlife.
 - H. The entire system shall be covered by a minimum of a two (2) year full parts and labor warranty.
 - I. Proposal shall include shipping and installation of the complete system. Contractor shall install all equipment in strict accordance with approved manufacturer assembly, installation, and start-up instructions and will insure that all equipment is in proper working order prior to completion of the project, to include testing each component and assembled item of equipment to demonstrate that it is operating properly and that controls and safety devices are functioning. Contractor shall also ensure and demonstrate that all remote bird deterrent stations/units can be remotely controlled from any point on the airfield. Contractor will ensure that all LP gas cylinders are filled to capacity. Contractor shall repair or replace all equipment which is found to be defective or damaged during shipping or installation. Contractor shall be responsible for the cleanliness of the work sites. All debris and tools will be removed from the work site at the end of each work session.
 - J. Proposal shall include adequate training for all airfield personnel that will be charged with operating or maintaining the system. Training shall include the proper use of the system, safety features, and maintenance of all components and systems installed. Contractor shall provide operation and parts manuals for all components and systems installed.



ADD ALTERNATES

1. Add Alternate 1: Two additional Bird Deterrent Stations with all of the features and requirements listed above, but mounted on trailers, so that each station can be connected up to a vehicle and quickly moved to locations on the airfield that are not covered by the initial stations.
2. Add Alternate 2: Per year cost for a certified or otherwise qualified and trained technician to perform semi-annual maintenance inspections on the system installed. The inspections shall include, at a minimum, the following:

Master Control Work Station and Hand Held Transmitters:

1. Verify proper operation

Remote Bird Deterrent Stations:

1. Check remote radios for frequency drift and overall performance
2. Load test solar panels for proper output
3. Verify charging regulator operation
4. Battery Inspection Check hoses and valves for leaks or corrosion
5. Check fuses and wiring

LP Gas Cannons:

1. Check all components in mechanical assembly
2. Check sparking assembly
3. Check rotation assembly for proper operation and loose or worn parts.
4. Lubricate cannons and rotation assembly
5. Check LP gas cylinders and refill as required

Distress Cry Generators:

1. Check all components for proper operation
2. Check all fuses and wiring



GENERAL INFORMATION

The intent of this RFP is to obtain a qualified firm to execute the installation of Wildlife Hazard Reduction Equipment for Robert Gray Army Airfield and the Killeen-Fort Hood Regional Airport in Killeen, Texas, such facility being hereinafter referred to as the "Airport". All costs associated with the submission of the proposal shall be the responsibility of each firm.

The City of Killeen, hereinafter referred to as the "City", intends to follow an evaluation and selection process of firms submitting materials responsive to this RFP. Thereafter, the City intends to enter into a contract with the proposing firm that best meets all selection criteria within this document.

The City assumes no responsibility for errors or misinterpretations resulting from the use of this RFP or otherwise associated with the any form of communication outside of the structure of this request.

It is the responsibility of each proposing firm, before submitting a proposal:

1. To visit the site to become familiar with and satisfy the proposing firm as to the general, local, and site conditions that may affect cost, progress, safety, performance, or furnishing of the work.
2. To consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the work.

INQUIRIES

If a proposing firm submitting materials responsive to this RFP finds discrepancies in or an omission from this document, or requires additional clarification of any part of this document, address this issue to the Purchasing Manager, rjimenez@kileentexas.gov. Any interpretation or change made to the RFP will be made by the City by issuing a written or electronic addendum to each known proposing firm, and same shall become part of the RFP.

NON-ACCEPTANCE OF SUBMITTALS

No oral, telegraphic or facsimile proposals offered will be accepted. Late proposals will Not be accepted. All proposals received after the scheduled opening deadline will be returned unopened. Telegraphic and/or materials sent by electronic devices will be rejected upon receipt and will not be returned to the proposing firm. Proposals will be



date/time stamped in the Purchasing Division when received and this will be considered the official time of receipt.

CONDITIONS FOR SUBMITTAL

All proposing firms shall comply with all conditions, requirements, and specifications contained herein. Any departure whatsoever will constitute sufficient cause for rejection by the City of the proposal offer. A duly authorized official of the proposing firm submitting materials must sign and initial the proposal forms where indicated.

Return Response To:
City of Killeen
Purchasing Division
207A West Ave. D
Killeen, Texas 76541

Proposing firms may submit a proposal as a stand-alone business, joint venture, or partnership but cannot submit under more than one type of business. All aspects of the submittal shall be valid for a period of ninety (90) days following the deadline for the receipt of the submission. The City will not return materials or any other submitted information tendered by proposing firms to the City.

The City reserves the right to reject any and/or all offers or any part thereof. The City reserves the right to waive any formalities or informalities or irregularities contained in any and/or all proposals received. The City reserves the right to award to the most responsive and responsible proposing firm as deemed to be in the best interest of the City and to afford the most advantageous proposal to the City.



EVALUATION OF SUBMITTALS

The City reserves the right to accept or reject any proposal. If it is determined that any proposal is not responsible and/or non-responsive as per FAA Order 5100.38C, the City reserves the right, with FAA concurrence, to award the contract to another firm.

GENERAL REQUIREMENTS OF THE SUCCESSFUL FIRM

Professional services such as design after award including but not limited to generation of appropriate shop drawing and the like, must be performed by a registered professional licensed to practice in the state of Texas.

The Airfield must remain clean, orderly, and free of trash or debris at all times. Blowing debris must be contained at all times. The successful firm shall recycle materials when appropriate, recyclable materials to be placed in the Airport's recycle areas. Building debris must be cleaned and removed from the site daily.

The successful firm shall be prohibited from assigning or subcontracting the whole or any part of the contract without the prior written consent of the City, unless those subcontracting firms are listed within the subcontracting agreement. The successful firm and its employees will operate as an independent entity and will not be considered employees of the City.

Contract time is defined as all work associated with the project including Final completion which is 120 days from the Notice to Proceed (NTP) date. The City Manager will be the approving authority for any requests that would extend this deadline. To further facilitate the completion goal date, liquidated damages of five hundred dollars (\$500.00) shall be assessed each day that accrues after the relative substantial or final completion dates indicated herein for completion and acceptance of the work.

Following system commissioning in accordance with the respective specifications, the successful firm is required to do a final walk through of the site with the Airfield Manager and Airport Operations Manager. Final payment will not be released until the final walk through of the project has been completed and any punch list/warranty issues are resolved.



GENERAL TERMS AND CONDITIONS

Funding: Funds are available through Passenger Facility Charges and the Airport Improvement Program.

Late proposals: Proposals received in City's Purchasing Office after submission deadline will be returned unopened. City is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office shall be the official time of receipt.

Withdrawal of proposals: A proposal may not be withdrawn or canceled by the offerer without permission of the City for a period of ninety (90) days following the date designated for the receipt of proposals, and proposer so agrees upon submittal of their proposal.

Proposals will be received until 2:00 PM, Wednesday, July 20, 2016. All proposal forms shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal and identified by offerer as such.

Sales tax: City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the proposal shall not include sales taxes.

Contract: The proposal, accompanying documents, and any negotiated terms, when properly accepted by City, shall constitute a contract equally binding between the firm and City. No different or additional terms will become a part of this contract without the express written consent of each party.

Change orders: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions of specifications stated in the resulting contract. All change orders to the contract will be made in writing by the successful firm and subject to the approval of the City Manager or City Council as applicable.

If during the life of the contract, the successful firm's net prices are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City.

A price redetermination may be considered by City only at the time of a model change during the year or at the anniversary date of the contract and shall be substantiated in writing. The successful firm's past history of honoring contracts at the contract price will be an important consideration in the evaluation of the lowest and best proposal. City reserves the right to accept or reject any/all of the price determination as it deems to be



in the best interest of City.

Right to purchase elsewhere: The City will not actively solicit proposals or otherwise test the market solely for the purpose of seeking alternative sources; however, City reserves the right to purchase elsewhere if contract term(s) are not met.

Delivery: All delivery and freight charges (FOB Destination – Killeen-Fort Hood Regional Airport) are to be included in the contract price.

Delivery time: The successful firm shall confirm the number of days required to execute the work. Any deviations from the established time lines and/or completion dates must be effectuated through a written change order in accordance with the contract. The successful firm must keep the City advised at all times of the status of the project.

Retainage: The City shall choose to use a retainage method not to exceed 5% of the total proposal amount. All retainage amounts shall be released upon satisfactory completion and acceptance of work, unless a lump sum payment has been agreed upon.

Conflict of interest: The successful firm acknowledges and agrees that it is subject to the applicable Texas Conflict of Interest regulations generally found in Texas Local Government Code, Section 176 et seq., and that it has an affirmative duty to disclose any conflict of interest contemplated there under or by other applicable law. The successful firm further acknowledges that if a member of the City Council, a Councilmember's close relative, or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City any land, materials, supplies, or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

1. In the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
2. In the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Ethics: The successful firm shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of City.



Exceptions/substitutions: All proposals meeting the intent of this RFP will be considered for negotiations. Proposing firms taking exception to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the proposal. The absence of such a list shall indicate that the offerer has not taken exceptions and the offerer shall be responsible for performing in strict accordance with the specifications of the RFP. The City reserves the right to accept any and all or none of the exception(s)/substitutions(s) deemed to be in the best interest of City.

Addenda: Any interpretations, corrections or changes to the RFP, Plans and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Purchasing Manager or designee. Addenda will be distributed to all that are known to have received a copy of this RFP. All proposing firms shall acknowledge receipt of all addenda.

Proposal must comply with all federal, state, county, and local laws concerning this type of service or product.

Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

All components must be new and unused, unless otherwise specified, in first class condition and of current manufacture.

Minimum standards for responsible prospective offerers: A prospective firm must affirmatively demonstrate the ability to meet, at a minimum, the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed pickup/delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of safety;
5. have a satisfactory record of integrity and ethics;
6. be otherwise qualified and eligible to receive an award.

The City may request representation and other information sufficient to determine a proposing firm's ability to meet these minimum standards listed above.

Proposing firms shall provide with this proposal response, all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.



Termination of contract: Once the successful firm has been notified of the award, any contract cancellation notice given to the City shall be in writing and state therein the reasons for such cancellation. The City shall review the request and determine if it's in the best interest of the City to grant the contract termination. The City reserves the right to award cancelled contract to next best proposing firm as it deems to be in the best interest of the City.

Termination of default: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful firm fails to:

1. meet delivery or completion schedules;
2. otherwise perform in accordance with the accepted proposal.

Breach of contract or default authorizes the City to award the project to another firm, purchase elsewhere and charge the full increase in cost to the defaulting firm, or pursue any other remedy at law or in equity.

The successful firm shall defend, indemnify and save harmless the city 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 firm, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. The successful firm shall pay any judgment with costs which may be obtained against city growing out of such injury or damages.

Notice: Any notice provided by this proposal (or required by Law) to be given to the successful firm by the City shall be conclusively deemed to have been given and received on the next business day after such written notice has been deposited in the mail in Killeen, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful firm at the address so provided; provided this shall not prevent the giving of actual notice in any manner.

Patents/copyrights: The successful firm agrees to defend, indemnify and save harmless the City from claims involving infringements of patents and/or copyrights.

Contract administrator: Under this contract, the City may appoint a contract administrator with the designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection, and delivery. The contract administrator will serve as liaison between the City's Purchasing



Department (which has the overall contract responsibilities) and the successful firm.

Invoices: Invoices shall be mailed directly to the Killeen-Fort Hood Regional Airport, 8101 South Clear Creek Road, Box C, Killeen, TX 76549. Payments will be made within thirty (30) days of receipt of invoice.

Payment will be made upon receipt and acceptance by the City of all completed services and/or item(s) ordered and receipt of a valid invoice. In accordance with the Texas Government Code, Title 10, Chapter 2251, the successful firm is required to pay subcontractors within ten (10) days' receipt of payment from the City.

All items supplied under this contract shall be subject to the City's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful firm within one (1) week after notification at no expense to the City. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to City for disposition.

Warranty: The successful firm shall warrant that all equipment/accessories/services shall conform to the proposed specification and/or warranties as stated in the Uniform Commercial Code and/or the contract, and will be free from all defects in material, workmanship and title.

Remedies: Without limiting other respective legal rights, the successful firm and the City hereby agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

Venue: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Killeen, Bell County, Texas. The venue will be in Bell County, Texas.

Assignment: The successful firm shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without prior written consent of the City.

Silence of specification: The apparent silence of these specifications as to any detail or to the apparent omission from it of a 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.

Proposal protest: Any proposing firm wishing to file a protest concerning alleged improprieties with this solicitation, must submit the protest in written format to the Purchasing Department within five (5) business days after the specified time of the receipt of proposals. The formal written protest must identify the name of the firm



contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by the Purchasing Department within ten (10) business days of the receipt of the protest. All determinations made by the City are final.

SUPPLEMENTAL GENERAL CONDITIONS

The following shall be a part of the contract as supplemental conditions:

Insurance. The successful firm shall carry insurance in the following types and amounts for the duration of the Contract, which shall include items owned by the City in care, custody and control of the successful firm prior and during construction and warranty period, and furnish Certificates of Insurance on the forms provided as evidence thereof. Copies of policy declaration pages and all policy endorsements will be furnished upon request.

1. Worker's Compensation Insurance Coverage.

A. Definitions:

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 (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing worker's compensation insurance coverage for the person's or entity's employees providing services in a project, for the duration of the project. Duration of the project - includes the time from the beginning of the work on the project until the successful firm's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project (as noted in Section 406.096 of the Texas Labor Code) - includes all persons or entities performing all or part of the services the successful firm has undertaken to perform on the project, regardless of whether that person contracted directly with the successful firm and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owners-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, 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 contractor, office supply deliveries, and delivery of portable toilets.



- B. The successful firm shall provide workers compensation coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the requirements of Texas Labor Code, Section 401.011(44) for all employees of the successful firm providing services on the project, for the duration of the project.
- C. The successful firm must provide a certificate of coverage to the City prior to being awarded the contract.
- D. If the coverage period shown on the successful firm's current certificate of coverage ends during the duration of the project, the successful firm must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
- E. The successful firm shall obtain from each person providing services on a project, and provide to the City:
- (1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven days after receipt by the successful firm, 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.
- F. The successful firm shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The successful firm shall notify the City in writing by certified mail or personal delivery, within 10 days after the successful firm knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The successful firm shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, 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.
- I. The successful firm shall contractually require each person with whom it contracts to provide services on a project, to:
- (1) provide workers compensation coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the requirements of Texas Labor Code Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;



- (2) provide to the successful firm, 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;
- (3) provide the successful firm, prior to the end of the 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;
- (4) obtain from each other person with whom it contracts, and provide to the successful firm:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the City, in writing, by certified mail or personal delivery, within 10 days after the successful firm knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs A - G, with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the successful firm who will provide services on 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 appropriate insurance carrier or, in case of a self-insured, with the Texas Department of Insurance Division of Self-Insurance Regulation. Providing false or misleading information may subject the successful firm to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The successful firm's failure to comply with any of these provisions is a breach of contract by the successful firm which entitles the City to declare the contract void if the successful firm does not remedy the breach within ten days after receipt of notice of breach from the City.

2. Commercial General Liability Insurance with minimum limits of:



General Aggregate	\$5,000,000
Products & Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$500,000
Fire Damage (Any One Fire)	\$50,000
Medical Expense (Any One Person)	\$1,000

3. The City's and successful firm's protective liability insurance policy naming the City as insured. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the successful firm's liability insurance. Minimum limits of liability shall be as follows:

Per Occurrence	\$500,000
Aggregate	\$1,000,000

4. Automobile Liability Insurance for all owned, non-owned and hired vehicles with minimum limits for Bodily Injury of \$250,000 for each person and \$500,000 for each occurrence and Property Damage limits of \$100,000 or a Combined Single Limit of \$600,000.
5. On all new or remodeling building projects: All Risk Builders Risk Insurance for insurable building projects shall be insured in the amount of the contract price for such improvements. The City and successful firm waive all rights against each other for damages caused by fire or other perils to the extent covered by Builders Risk Insurance required under this section, except as to such rights as they may have in the proceeds of such insurance. The successful firm shall require similar waivers by Subcontractors and Sub-subcontractors.

If insurance policies are not written for amount specified in 2 and 3 above, the successful firm is required to carry an Excess Liability Insurance Policy for any difference in amounts specified.

The successful firm shall be responsible for deductibles and self-insured retentions, if any, stated in policies. Any self-insured retention shall not exceed ten percent (10%) of minimum required limits. All deductibles or self-insured retentions shall be disclosed on Certificate of Insurance required above.

The successful firm shall not commence work at site under this contract until he has obtained required insurance and until such insurance has been reviewed by the City's Project Manager. The successful firm shall not allow any subcontractors to



commence work until the required insurance has been obtained and approved. Approval of insurance by the City shall not relieve or decrease liability of the successful firm hereunder.

Insurance is to be written by a company licensed to do business in the State of Texas at the time policy is issued and acceptable to the City.

The successful firm shall produce an endorsement to each affected policy:

- A. Naming the City of Killeen, P.O. Box 1329, Killeen, Texas 76540, as additional insured (except Workers' Compensation and Builders Risk).
- B. To provide a waiver of subrogation to the City of Killeen.
- C. That obligates the insurance company to notify the Purchasing Manager, City of Killeen, P.O. Box 1329, Killeen, Texas 76540, that no policies will be cancelled or reduced, restricted or limited until thirty (30) days after the City has received written notice as evidenced by return receipt of registered or certified letter.
- D. That the "other" insurance clause shall not apply to the City where the City is an additional insured shown on policy. It is intended that policies required in this agreement, covering both the City and successful firm, shall be considered primary coverage as applicable.

The successful firm shall not cause any insurance to be canceled nor permit any insurance to lapse during term of this Contract or as required in the Contract.

If the successful firm is underwritten on a claim-made basis, the retroactive date shall be prior to, or coincident with, the date of this Contract and the Certificate of Insurance shall state that coverage is claims made and also the retroactive date. The successful firm shall maintain coverage for duration of this Contract. The successful firm shall provide the City annually a Certificate of Insurance as evidenced of such insurance. It is further agreed that the successful firm shall provide the City a 30-day notice of aggregate erosion, an advance of the retroactive date, cancellation and/or renewal.

The City reserves the right to review and renegotiate the insurance requirements of this section during effective period of the Contract and to make reasonable adjustments to insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions or the claims history of the industry as well as the successful firm.



The City shall be entitled, upon request, and without expense, to receive copies of policies and all endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations or exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such policies.

Actual losses not covered by insurance as required by this section shall be paid by the successful firm.

PROPOSING FIRMS' QUALIFICATIONS

Only proposals from qualified firms will be reviewed. Minimum firm qualifications are listed in this RFP.

The firm must have been in the business of executing projects of similar nature for a minimum of five (5) years. Listed projects must be similar in size and system function, completed with the most recent five-year period and feature the same major components as proposed for this project.

The firm must provide installation personnel (direct hire and subcontractor) who have been factory certified and manufacturer approved to perform on this type of assignment. The firm must submit the manufacturer's training certifications for the firm's project manager and installing technicians assigned to the project.

Firms shall supply with this RFP a minimum of three (3) references for projects of similar size and complexity. Include a brief project description, the customer contact names, telephone and email addresses for each project reference.

SUBMITTAL ELEMENTS AND FORMAT

Proposals from firms shall contain all information as requested herein and any additional information necessary to summarize the overall benefit of the proposal to the City. Failure on the part of a firm to provide the required documentation may be cause for rejection of the proposal. In the event of any conflict between any of the proposal documents, resolution thereof shall be in the City's sole discretion.

A proposal submittal shall be taken as prima facie evidence that the firm has full knowledge of the scope, nature, quality, and quantity of the work to be performed, and the detailed requirements and conditions under which the work is to be performed.

Proposals shall include: Supporting Documentation, Appendices, and Attachments, as



listed in the RFP.

BODY OF SUPPORTING DOCUMENTS

The proposal body of supporting documents shall be an unbound original document with five (5) bound copies and include: Cover/Transmittal Letter, Table of Contents, and RFP Sections 1 through 8 as defined in this document. The body is limited to thirty (30) total pages (single sided).

Each new section shall start on a new page. The font size on each page shall be 11 point or larger with a minimum page margin of 1" on all sides. All pages shall be numbered in the body including Cover/Transmittal Letter and Table of Contents. If used, blank divider pages do not impact page count, and should not be paginated.

The Pricing Form exhibited hereinafter shall be bound separately from the body. All other documentation listed hereinafter which will be included as part of the proposal shall be bound together separate from the body and Pricing Form.

RFP SECTIONS

Proposing firms shall include the following proposal body sections in addition to the requirements previously mentioned:

1. Proposal Offer Form
2. Proposal Pricing – Stipulated Sum Form
3. Company Information
4. Conflict of Interest Questionnaire
5. Proof of insurance as noted herein
6. Initialed page of this RFP where indicated.
7. Proposal Bond
8. Appendix A – Statement of Compliance



EVALUATION CRITERIA

The Airport's Evaluation Committee shall review each proposal and select the proposing firm that it determines to be the most qualified to undertake the project, in the Airport's sole discretion, pursuant to the evaluation criteria set forth in this section. A proposing firm may be required to submit additional or supplemental information to the Airport to facilitate this selection process.

An initial proposal may be rejected if it is determined by the Airport to be non-responsive, however, the Airport reserves the right to waive any irregularities or technicalities that it determines, in its sole discretion, to be minor in nature and in the best interests of the Airport. Further, any response may be rejected if it is determined by the Airport that the proposing firm is not capable of performing the project satisfactorily or due to the failure of the proposing firm to provide information requested relating to such determination.

Proposals shall be evaluated on the basis of the following criteria:

- Responsiveness to the needs of the City both in cost and in the scope of services offered.
- Responsibility of the vendor and its experience in dealing with municipal governments on projects of similar scope, size and nature.
- Degree to which the proposal meets or exceeds the terms of the RFP.
- Vendor's fee structure shall be based on the services to be provided.

The following scoring will be used to evaluate submittals:

1. Project Team, Firm Qualifications, and Key Personnel – maximum 5 Points

- A. 5 Points -- Quality of references for the lead firm and other team members with particular emphasis on references for Airport Wildlife Mitigation System installation and support within the past five years and particularly where the cited systems are similar in scope to the desired wildlife mitigation system in terms of required capabilities, overall complexity, multiple airport coverage, computer operating system, and other key factors; and, how well do the stated references support the proposing firm's claims made in the RFP.



2. Project Delivery Approach – maximum 10 points

A. 5 Points -- Provide a case history which demonstrates your team's ability to respond to and successfully perform the services and provide the Airport Wildlife Mitigation System as identified in the plans and specifications. This case history shall address the following elements:

- (1) concept of the project;
- (2) strategy (how and why the team decided to approach the project to reach the final result);
- (3) supporting tactics used to ensure a successful project (e.g. 3-D modeling, etc.);
- (4) the final result of the project (was it on-time [or why not], within budget, required number of change orders, etc.);
- (5) demonstrate an effective quality assurance plan with emphasis on the implementation of the design criteria and quality of installation of the systems upgrades; and
- (6) the example project must have been completed within the past (3) three years.

B. 5 Points -- Provide a project schedule which addresses key project elements and takes into consideration major elements. This schedule should be complete and represent a commitment to the project and show the ability to deliver project in a timely manner.

3. Project Technical Approach and Cost Saving Measures – maximum 50 Points

A. 10 Points -- The proposed Airport Wildlife Mitigation System described design approach is an effective solution for the Airport and meets/exceeds the technical requirements.

B. 10 Points -- The proposed Airport Wildlife Mitigation System solution is a proven technology and the system the technology selection is advantageous for long-term operations (upgrades) and maintenance.

C. 5 Points -- Provide the status of proposed system (i.e., degree of required development and customization, number of airports at which the system is installed, years of operating experience, etc.) This information relates to the specific type of system that the firm proposes to install on this airfield.

D. 10 Points -- Equipment proposed will provide protection for the entire runway for all birds/animals listed in the RFP. System will all for programmed and on-the-fly setting modifications based on bird/animal threat. Any additional portable systems can also be programmed or changed as needed to accommodate current threats.



E. 10 points – System will allow for ATC control and remote control by operators on the ground, and system will allow ground operators to select appropriate setting based on type of birds/animals. Any additional portable systems can also be programmed or changed as needed to accommodate current threats remotely.

F. 5 Points -- Discuss the challenges your team has identified on the project and how your firm/team intends to approach those issues. Identify any technical innovations, which may be incorporated and/or innovative approaches that will be used in executing the work. Also, discuss the particular expertise your firm/ team offers and how you propose to use that expertise to benefit the Airport to add value to the project.

4. Customer Service Philosophy / Warranty and Maintenance Plan – 15 points

A. 5 Points -- What is the demonstrated philosophy of the team toward customer service

B. 5 Points -- Provide an example of successful and effective past warranty and maintenance service

C. 5 Points -- What is the Proposer's long-term advantageous warranty and maintenance approach

5. Fee Proposal – maximum 20 points

A. 10 Points -- Does the proposed project cost for systems, options, or alternatives match the expectations in the plans and specifications

B. 10 Points -- Evaluation of viable and effective cost saving measures or alternatives proposed by the respondent team



PROPOSAL OFFER FORM

It is required the proposing firm complete, sign and submit the original of this form with the proposal form. An unsigned "Proposal Offer", late proposal response and/or a materially incomplete response shall be considered non-responsive and rejected.

Proposing firm is to type or legibly write in ink all information required below.

Company Name: Reed-Joseph International Company

Company Address: 800 Main Street, Greenville, MS 38701

Company Mailing Address (If different from physical address): _____

Company Phone Number: 800-647-5554

Company Fax Number: 662-335-8850

Company Website: www.reedjoseph.com

Company Tax ID Number: 64-0662028

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (Must Sign in Ink)

By signing this Proposal Offer, the proposing firm acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offerer or potential Offerer. Failure to sign and return this form with Proposal offer shall result in a non-responsive Proposal.

J. Barthell Joseph, III

Vice President

Printed Name of Authorized Firm Representative

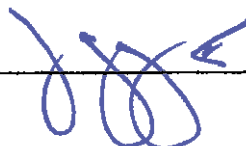
Title



July 15, 2016

Signature of Authorized Firm Representative

Date

Initial 



PRICING FORM - STIPULATED SUM

To:

Purchasing Manager
City of Killeen, Texas
207 W. Avenue D
Killeen, TX 76541

Project:

Request for Proposals No.16-18
Wildlife Hazard Reduction Equipment
Killeen-Fort Hood Regional Airport
8101 Clear Creek Road, Killeen, Texas 76549.

Date:

July 15, 2016

Submitted by:

(Full name)

J. Barthell Joseph, III

(Full address)

Reed-Joseph International Company

800 Main Street

Greenville, MS 38701

1. BASE PRICING PER PLANS AND SPECIFICATIONS

- a. Having examined the Place of The Work and all matters referred to in the Instructions to Proposers and the Contract Documents prepared by A/E for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the defined scope of work – for the Lump Sum Amount of:

One hundred forty seven thousand two hundred ninety five

US Dollars

(\$ 147,295).



b. For purposes of evaluation of the Lump Sum Amount shown above, the following is a breakdown of the amount:

1) Installation of equipment on airfield

Total price

One hundred seven thousand three hundred

US Dollars

(\$ 107,300).

2) Installation of system in the Air Traffic Control Tower

Total price

Seventeen thousand nine hundred ninety five

US Dollars

(\$ 17,995).

3) Training of personnel on equipment usage

Total price

No charge

US Dollars

(\$ 00).

4) Warranty

Total price

Twenty two thousand

US Dollars

(\$ 22,000).

Total Sum (Items 1, 2, 3, 4 should equal Lump Sum Amount from Item 1a.)

One hundred forty seven thousand two hundred ninety five

US Dollars*

(\$ 147,295).



2. ADD ALTERNATES

Add Alternates will include but are not limited to:

- c. Add Alternate 1: Two additional Bird Deterrent Stations with all of the features and requirements as the primary system, but mounted on trailers, so that each station can be hooked up to a vehicle and quickly moved to locations on the airfield that is not covered by the initial stations.

Thirteen thousand eight hundred forty
US Dollars

(\$ 13,840).

- d. Add Alternate 2: Per year cost for a certified or otherwise qualified and trained technician to perform semi-annual maintenance inspections on the system installed.

Sixteen hundred
US Dollars

(\$ 1,600)

The proposer has included the required security Proposal Bond, executed certificates, and insurance requirements, as required by the Instruction to Proposers.

All applicable Federal taxes, State of Texas, Bell County, and City of Killeen taxes are excluded from the Proposal Sum.

3. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for ninety (90) days from the proposal closing date.

If this proposal is accepted by the owner within the time period stated above, the City will:

- Execute the Agreement within fifteen (15) days of receipt of Notice of Award.
- Furnish the required insurance certificates, and Performance and Payment bonds.
- Furnish a submittal schedule for all Technical Data Packages within ten (10) calendar days after Notice to Proceed.



6. PRICING FORM SIGNATURE(S)

The Corporate Seal of

..... Reed-Joseph International Company
(Proposing Firm - print the full name of your firm)

Was hereunto affixed in the presence of:

..... Clarke T. Reed President
(Authorized signing officer) (Title)

(Seal)

..... J. Barthell Joseph, III Vice President
(Authorized signing officer) (Title)

If the Proposal is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.



COMPANY INFORMATION

1. Company Legal Name: R-J INTN'L, Inc.

2. Federal Employer ID#: 64-0662028

3. Parent Company (if applicable): _____

4. Year Founded: 1953

5. Years of Experience providing Wildlife Hazard Reduction Equipment: 63

6. Address: 800 Main Street

Greenville, MS 38701

7. Phone: 800-647-5554

8. Fax: 662-335-8850

9. Website: www.reedjoseph.com

10. Contracting License #: _____ State: _____
Classification: _____

11. Company Type: Corporation Partnership LLC ESOP
 Sole Proprietor Wholly-Owned Subsidiary Joint Venture

12. Officers and Owners (list all officers and/or owners with greater than 10% ownership).



NAME	TITLE	OWNERSHIP%
<u>Clarke T. Reed</u>	<u>President</u>	<u>50%</u>
<u>J. Barthell Joseph, III</u>	<u>V.P. and Trustee of J.B. Joseph, Jr. Residuary Trust</u>	<u>50%</u>

13. Primary points of contact within your organization for this project:

NAME	PHONE/FAX	EMAIL	POSITION
<u>Barthell Joseph</u>	<u>800-647-5554</u>	<u>jbj3@reedjoseph.com</u>	<u>Vice President</u>
<u>Gwen Toler</u>	<u>800-647-5554</u>	<u>gwen@reedjoseph.com</u>	<u>Secretary</u>

SURETY AND BONDING

14. What projects does your organization have under way as of this date?

Contract Amount	Type of Work	Date Completed	Owner's Name & Contact Info
\$82,855	Replace existing Scare Wars system	Not complete	BWI Airport, MD Robin Bowie

15. Can you company furnish a Payment and Performance Bond: Yes No

16. Surety Company (indicate if none): None

17. Surety broker / agent contact: _____

18. Bonding Capacity: _____ Per Job \$ _____

Aggregate \$ _____

19. Bond Rate (per thousand): _____

20. Provide a letter from your surety confirming your capacity and good standing. _____

REFERENCE



21. List 3 similar projects you have completed within the last 5 years and contact information for each.

PROJECT	LOCATION	POINT OF CONTACT	PHONE NUMBER	EMAIL
Replace Scare Wars system	Patrick AFB, FL	SMSgt David Erickson	321-494-7474	david.erickson.5@us.af.mil
Install Scare Wars system	Vandenberg AFB, CA	Mr. Richard Czap	805-606-6287	richard.czap.1@us.af.mil
Replace Scare Wars system	BWI Airport, MD	Ms. Robin Bowie	410-859-7103	rbowie@bwiairport.com

The signatory of this questionnaire guarantees the truth and accuracy of all statements herein made and all answers herein expressed.

Dated this day of July 15, 2016

By: [Signature]
 Title: Vice President

STATE OF MISSISSIPPI

COUNTY OF WASHINGTON

Subscribed and sworn to before me this 15 day of
JULY, 2016.

[Signature]
 Notary Public

My commission expires: June 26, 2020



Initial [Signature]



APPENDIX A

The proposing firm certifies compliance with the standards and requirements set forth in this
**REQUEST FOR PROPOSALS
NO. 16-18**

Printed Firm Name: Reed-Joseph International Company

THE PROPOSING FIRM CERTIFIES COMPLIANCE WITH REQUEST FOR PROPOSALS NO. 16-18

YES NO

YES, WITH STATED EXCEPTIONS

Certified by Barthell Joseph Printed Name

Certified by  Signature

A STATEMENT OF EXCEPTIONS, EXCLUSIONS OR ITEMS FOR WHICH COMPLIANCE CANNOT AND / OR IS NOT INTENDED IS LISTED BELOW:

EXCEPTIONS:

Specification	Exception	Note

Use additional sheets if needed.



City of Killeen Holiday Listing (for Reference)

The following days are recognized as City-paid holidays:

<u>Holiday</u>	<u>Dates Observed</u>
New Year's Day	January 1
Martin Luther King Day	3 rd Monday in January
President's Day	3 rd Monday in
February Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
	Day after Thanksgiving
Christmas Eve	Day before Christmas
Christmas Day	December 25

The proposing firm and acknowledges and will observe the City of Killeen holidays. If work must be accomplished during any of these holidays, the successful firm will request in writing client approval 48 hours prior to scheduling work activities.

Proposing Firm Reed-Joseph International Company

Authorized Signature 

Print Name and date J. Barthell Joseph, III July 15, 2016



CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

Chapter 76 of the Texas Local Government Code requires certain persons who wish to conduct business or be considered for business with a city to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (FORM CIQ). These laws are codified in Chap. 176 of the Texas Local Government Code.

What vendors/persons are subject to Chapter 176?

The word "person" includes a partnership, corporation or other corporate body, including those performing professional services. Such partnerships or corporations act through individuals, but it is the partnership or corporation that would be seeking to do business with the city.

- Any "person" who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- A vendor shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer that results in taxable income exceeding \$2,500 during the 12 month period preceding the date a contract is executed or a contract is being considered; Local government officer means a member of the governing body, a person designated the executive officer or an agent (including an employee) who exercises discretion in the planning, recommending or contracting of a vendor. or
 - (2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value of more than \$100 in the 12 month period preceding the date a contract is executed or a contract is being considered.

What triggers the requirement to file a "conflict of interest questionnaire"?

When a person begins (1) contract discussions or negotiations with the city or (2) submits an application, response to request for proposals or bids, correspondence, or another writing related to a potential agreement, Form CIQ must be completed. Whether the person initiates the discussion or the city initiates the discussions, Form CIQ must be completed. Even if the vendor has no affiliation or business relationship with an officer or employee of the city, Form CIQ must be completed and submitted.

To what type of contracts does the bill apply?

Any written contract and any implied contract, such as purchase orders, procurement card purchases, utility purchases, or any exchange of money or other consideration for some service or property. The monetary amount or value of the contract/purchase does not matter.



When must a vendor file the conflict of interest questionnaire?

No later than seven days after the date the person: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment relationship with a local government officer or family member of the officer, or (d) becomes aware of a qualifying gift.

What has to be revealed?

Section 176.006 requires disclosure of a person's employment or business relationships. This includes each employment or business relationship with a corporation or other business entity with respect to which a local government officer services as an officer or director or holds an ownership interest of 10% or more.

How do I go about filling out the Conflict of Interest Questionnaire form?

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person who is trying to do business with the City. If the person is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ.
2. Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Killeen or begins contract discussions or negotiations with the City.
3. Complete this Section by listing the name of the local government officer (member of City Council, City Manager or an employee who exercises discretion in the planning, recommending or contracting of a vendor) with whom there is an affiliation to or business relationship and you checked the "Yes" box in Section 3 A, B, or C. If there is more than one local government officer (City Council, City Manager or an employee who exercises discretion in the planning, recommending or contracting of a vendor) with whom there is an affiliation or business relationship, more than one page two may be needed to provide information on each local government officer.
4. State whether the local government officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.
5. State whether the filer receives or is likely to receive taxable income, other than investment income, from or at the direction of the local government officer named on the form AND the taxable income is not received from the local governmental entity.
6. State whether the filer is employed by a corporation or other business entity with which the local government officer serves as an officer or director or holds an ownership interest of 10% or more.
7. Describe each employment or business relationship with the local government officer named on the form.
8. Signature box. Person completing form must date and sign the form. If the form is being completed for a corporation, partnership, etc. The person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.



A signature is required in box #4 regardless of any other entry on the form.

A copy of Chapter 176 of the Texas Local Government Code can be found at:

<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>



CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(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.

OFFICE USE ONLY
Date Received

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

Reed-Joseph International Company

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 disclosed.

Name of Officer

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.

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 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?

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 local governmental entity

July 15, 2016

Date



NAME	TITLE	OWNERSHIP%
<u>Clarke T. Reed</u>	<u>President</u>	<u>50%</u>
<u>J. Barthell Joseph, III</u>	<u>V.P. and Trustee of J.B. Joseph, Jr. Residuary Trust</u>	<u>50%</u>

13. Primary points of contact within your organization for this project:

NAME	PHONE/FAX	EMAIL	POSITION
<u>Barthell Joseph</u>	<u>800-647-5554</u>	<u>jbj3@reedjoseph.com</u>	<u>Vice President</u>
<u>Gwen Toler</u>	<u>800-647-5554</u>	<u>gwen@reedjoseph.com</u>	<u>Secretary</u>

SURETY AND BONDING

14. What projects does your organization have under way as of this date?

Contract Amount	Type of Work	Date Completed	Owner's Name & Contact Info
\$82,855	Replace existing Scare Wars system	Not complete	BWI Airport, MD Robin Bowie

15. Can you company furnish a Payment and Performance Bond: Yes No

16. Surety Company (indicate if none): None

17. Surety broker / agent contact: _____

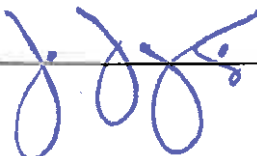
18. Bonding Capacity: _____ Per Job \$ _____

Aggregate \$ _____

19. Bond Rate (per thousand): _____

20. Provide a letter from your surety confirming your capacity and good standing. _____

REFERENCE

Initial 



21. List 3 similar projects you have completed within the last 5 years and contact information for each.

PROJECT	LOCATION	POINT OF CONTACT	PHONE NUMBER	EMAIL
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Replace Scare Wars system	BWI Airport, MD	Ms. Robin Bowie	410-859-7103	rbowie@bwiairport.com

The signatory of this questionnaire guarantees the truth and accuracy of all statements herein made and all answers herein expressed.

Dated this day of July 15, 2016

By: [Signature]

Title: Vice President

STATE OF MISSISSIPPI

COUNTY OF WASHINGTON

Subscribed and sworn to before me this 15 day of

JULY, 2016.

[Signature]
Notary Public

My commission expires: June 26, 2020





APPENDIX A

The proposing firm certifies compliance with the standards and requirements set forth in this

REQUEST FOR PROPOSALS
NO. 16-18

Printed Firm Name: Reed-Joseph International Company

THE PROPOSING FIRM CERTIFIES COMPLIANCE WITH REQUEST FOR PROPOSALS NO. 16-18

YES NO

YES, WITH STATED EXCEPTIONS

Certified by Barthell Joseph Printed Name

Certified by [Signature] Signature

A STATEMENT OF EXCEPTIONS, EXCLUSIONS OR ITEMS FOR WHICH COMPLIANCE CANNOT AND / OR IS NOT INTENDED IS LISTED BELOW:

EXCEPTIONS:

Specification	Exception	Note

Use additional sheets if needed.



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	Day after Thanksgiving
Christmas Eve	Day before Christmas
Christmas Day	December 25

The proposing firm and acknowledges and will observe the City of Killeen holidays. If work must be accomplished during any of these holidays, the successful firm will request in writing client approval 48 hours prior to scheduling work activities.


Proposing Firm Reed-Joseph International Company

Authorized Signature 

Print Name and date J. Barthell Joseph, III July 15, 2016


REED-JOSEPH INTERNATIONAL COMPANY


The Reed-Joseph International Company's digitally controlled **Scare Wars® System** is designed to assist you to effectively combat the bird and wildlife threats at your airfield. It has proven successful all over the world. We have integrated the best available technologies in both hardware and software to give you the most efficient bird and wildlife control system available on the market today. We are especially proud and excited to introduce our **new Scare Away® R4 Cannon** which is completely electric with no moving parts, and is described on the back here. It is the latest addition to our Scare Wars® System which is designed to operate at maximum readiness and successfully reduce bird and wildlife threats at airfields just like yours. Our system is operating at worldwide locations and installations as shown below.



REED-JOSEPH SCARE WARS® SYSTEM INSTALLATIONS

CONTINENTAL UNITED STATES







MIDAMERICA

- ANDERSEN AFB, GUAM
- ANDREWS AFB
- ATLANTA INT
- AVIANO AB, ITALY
- ASHIYA AB, JAPAN
- BALTIMORE WASHINGTON INT
- BARKSDALE AFB
- BIRMINGHAM INT
- BUCKLEY ANG
- CAPE CANAVERAL AFS
- CHIEVRES AB, BELGIUM
- COLUMBUS AFB
- EG&G SPECIAL PROJECTS
- HILLSBORO
- INCIRLIK AB, TURKEY
- IWAKUNI MCAS, JAPAN
- KENNEDY SPACE CENTER
- LANGLEY AFB
- LAJES FIELD, AZORES
- LITTLE ROCK AFB
- MARTIN STATE
- MCENTIRE ANG

ASIA / PACIFIC



EUROPE



- MINNEAPOLIS/ST PAUL INT
- MINOT AFB
- MISAWA AB, JAPAN
- MOODY AFB
- NIAGARA FALLS ARS
- ORLANDO SANFORD
- PATUXENT RIVER NAS
- PATRICK AFB
- PORTLAND INT
- RAMSTEIN AB, GERMANY
- RANDOLPH AFB
- REAGAN NATIONAL
- SCOTT AFB
- SELFRIDGE ANGB
- SHEBOYGAN COUNTY
- SHEPPARD AFB
- SPANGDAHLEM AB, GERMANY
- TROUTDALE
- WHITEMAN AFB
- YOKOTA AB, JAPAN
- VANDENBERG AFB

FIELD & PROVEN

Each airfield is unique in both its risk and management challenges but it has been proven that the Reed-Joseph Scare Wars® System provides a solid foundation to build and implement a successful bird aircraft strike hazard (BASH) program. When installed and properly combined with the appropriate environmental activities, along with the proper mix of harassment techniques, including pyrotechnics, the Reed-Joseph Scare Wars® System will produce effective deterrent results for your aircraft operations. The Scare Wars® System provides the most cost-effective return on investment for any bird and wildlife control product on the market. In addition to being there for you 24/7, Scare Wars® reduces manpower requirements and potential runway incursions, operating at optimum efficiency. *See the other side for System Description.*

Reed-Joseph and its staff are recognized as bird and wildlife control experts. We have been providing sound and motion technologies to successfully disperse bird and wildlife threats for over 60 years. Reed-Joseph International Company has experience working with all types of airports and all types of organizations, including government agencies at all levels.

GSA Advantage!
 GSA Schedule Contract No: GS-06F-0012N

The Reed-Joseph International Company Offers the Latest and Best in Bird & Wildlife Control Systems and Products

Tel: 1-800-647-5554

Fax: 662-335-8850

P.O. Box 894, Greenville, MS 38702

sales@reedjoseph.com www.reedjoseph.com

SCARE WARS® SYSTEM DESCRIPTION



SCARE WARS® SYSTEM REMOTE BIRD DETERRENT UNIT

Portable, secure and solar powered.

Weather proof and self-contained, 16 gauge galvanized steel.

Has two major components:

- SCARE AWAY® R4 ELECTRIC MULTI-BANG LP GAS CANNON

ALL NEW ELECTRIC DESIGN PROVIDING GREATER EFFECTIVENESS

- BIRD GARD® DISTRESS CRY GENERATOR

FIELD TESTED SOUNDS EMPLOYED BY WILDLIFE CONTROL SPECIALISTS WORLDWIDE



SCARE AWAY® R4 ELECTRIC MULTI-BANG LP GAS CANNON

Completely electric, with no moving parts.

The loudest cannon available, with 130 dB blasts.

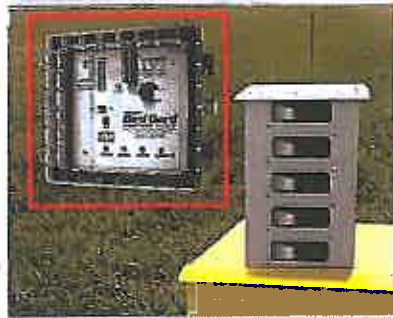
NEW PRODUCT

Multi-Bang technology produces random shots.

The Rotomat is an electric, belt-driven platform that rotates 360°.

'SmartCannon' design turns the cannon off even if radio command is missed.

ELECTRIC DESIGN ALLOWS BETTER CANNON PERFORMANCE AND LESS MAINTENANCE



BIRD GARD® DISTRESS CRY GENERATOR

Bird Gard® broadcasts crystal-clear, actual bird distress, predator and synthesized sounds, digitally recorded using advanced microchip technology.

Features programmable, multiple sounds customized to suit the specific airfield environment.

Two high-output amplifiers create 125 decibels of crystal clear sound, with a frequency range of 2,000 to 5,000 hertz, specially designed for maximum effect on auditory senses.

The speaker tower has five loudspeakers on each of the four sides, for perfect 360° coverage.

BIRD GARD® IS SIMPLICITY AT ITS FINEST BEING SOLID STATE WITH NO MOVING PARTS



MASTER WORKSTATION

The Master Workstation transmits commands to Remote Bird Deterrent Units on the airfield.

Operates with narrow band channel spacing.

High speed, digital data transmission.

Fuel gauge estimates remaining LP gas in each Remote Bird Deterrent Unit.

Triple redundancy, assuring more reliable radio transmission.

CUSTOMIZED AIRFIELD DIAGRAM SHOWING EACH UNIT'S LOCATION ON THE AIRFIELD



HANDHELD TRANSMITTER

Allows the Scare Wars® System to be activated from anywhere on the airfield.

Excellent RF specifications.

Secure, customer designated frequency.

Rechargeable, rugged, and reliable.

It is synthesized programmable; power output is selectable, with narrow band channel spacing.

CAN CONTROL INDIVIDUAL UNITS, GROUPS, OR ALL UNITS WITHOUT RESTRICTION

The Reed-Joseph Scare Wars® System is tested, proven, and fielded at airports and bases around the world. We are the nation's oldest and largest distributor of bird and wildlife control devices, offering a wide range of products and services to assist you in planning, implementing, or augmenting your BASH program. Airfield bird and wildlife control is a constantly changing and evolving process, with varying factors and ever changing dynamics, affecting your safety. So always remember that the Reed-Joseph Scare Wars® System is there for you 24 / 7. . . and Reed-Joseph is there for you when you need us . . .

... Reed-Joseph International Company: Serving and Protecting Aviation Assets for Over 60 Years ...

AIRFIELD DIAGRAM - KILLEEN-FORT HOOD REGIONAL AIRPORT



SCARE WARS®
REMOTE BIRD DETERRENT UNITS

(20)



UNITS WITH BIRD GARD®
DISTRESS CRY GENERATORS

(10)