



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

October 12, 2009

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Division for IFB 09-153/KJS, Sale of the Arena Deck Ice Cover at Ford Park Arena in Jefferson County. Specifications for this project may be obtained from the website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.

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

BID NAME: Sale of the Arena Deck Ice Cover at Ford Park
BID NO: IFB 09-153/KJS
DUE DATE/TIME: 11:00 AM, November 9, 2009
MAIL OR DELIVER TO: Jefferson County Purchasing Division
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Karen J. Smith, MBA, Assistant Purchasing Agent, at 409-835-8593.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise – October 14 & 21, 2009
Port Arthur News – October 14 & 21, 2009

IFB 09-153/KJS
SALE OF THE ARENA DECK ICE COVER AT FORD PARK
BIDS DUE: 11:00 AM, 11:00 AM, NOVEMBER 9, 2009

JEFFERSON COUNTY WILL NOT BE RESPONSIBLE
FOR UNMARKED OR IMPROPERLY MARKED ENVELOPES.

There is no expressed or implied obligation for Jefferson County to reimburse responding bidders for any expense incurred in preparing bid in response to this request and Jefferson County will not reimburse bidders for these expenses.

All bids must be received in the Purchasing Department before opening date November 9, 2009 at 11:00AM. Bids received after the date and time above will be considered void and unacceptable and returned to the vendor unopened. Jefferson County 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.

PLEASE TAKE NOTE OF THE FOLLOWING COUNTY HOLIDAYS:

January 19, 2009	November 11, 2009
February 16, 2009	November 26, 2009
April 10, 2009	November 27, 2009
May 25, 2009	December 24, 2009
July 3, 2009	December 25, 2009
September 7, 2009	January 1, 2010

FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

The enclosed **Notice to Bidders** and accompanying **Specifications and Bid Forms** must be completed prior to submission. Failure to complete forms/affidavits may render your bid null and void. Bids will be opened and read aloud in the Commissioners' Courtroom, Fourth Floor, 1149 Pearl Street, Beaumont, Texas.

In the event the Commissioners' Courtroom is in use at time of opening, bids will be opened in the Conference Room of the County Judge.

Hours for the Purchasing Department are 8:00 am – 5:00 pm central time, Monday - Friday.

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INSTRUCTIONS TO BIDDERS

1. Bid Submission

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

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

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

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

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

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

2. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

3. Signatures

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

4. Rejection or Withdrawal

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

5. Award

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

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investi-

gation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

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

6. Contract

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

7. Waiver of Subrogation

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

8. Fiscal Funding

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

9. Bid Results

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

10. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to change or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

11. Specifications

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

12. Delivery

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

13. Interpretation of Bid and/or Contract Documents

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

14. Currency

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

15. Pricing

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

16. Notice to Proceed/Purchase Order

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

17. Certification

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

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

18. Definitions

“County” – Jefferson County, Texas.

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

19. Minority-Women Business Enterprise Participation

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

MINIMUM SPECIFICATIONS

The following requirements and specifications supercede General Requirements where applicable. Contact Karen J. Smith, MBA, Assistant Purchasing Agent (e-mail: ksmith@co.jefferson.tx.us , Phone: 409-835-8593), regarding any questions or comments. Please reference bid number 09-134/KJS.

1 Objective

Jefferson County seeks to sale a used ArenaDeck™ ice cover. Technical question should be directed to Lou Rivera, Director of Operations for Ford Park at 409-951-5400

2 Scope

The Purchasing Department will receive sealed bids for the Sale of the ArenaDeck Ice Cover at Ford Park.

All offers must be submitted on the official bid form included as part of this IFB.

Description

ArenaDeck™ is the choice of top-facility managers looking to protect their ice and make smooth conversions from hockey to basketball or other activities. ArenaDeck is made from a high-tech, composite material that's considerably more durable than fiberboard and plywood, yet much lighter. It's cut into one-inch thick, 4-foot by 8-foot panels that weigh just 55 lbs for easy handling. As a result, ArenaDeck is easier to install and remove for quick, efficient, cost effective conversions. ArenaDeck features a patented reinforced waffle pattern on the bottom. This waffling traps cold air below the decking to help insulate and protect the ice, thus saving energy. ArenaDeck does not absorb moisture or stick to the ice. In fact, the ice should be ready to use when you lift ArenaDeck off the surface --- even if it has been covered for several days.

Specifications

Color	Grey
Texture	Elephant textured finish on top, Reinforced Open Waffle Pattern on bottom
Material	Plastic/Fiberglass Composite, non-porous
Thickness	1 inch
Tile Size	4-feet wide X 8-feet long
Weight	55lbs. per tile (1.72 lbs./sq. ft.)
R-Value	Per ASTM C 518 2.44 ft ² ·°F-hr/Btu
Compression Strength	Per ASTM D-1621-73 is 1,600 PSI
Tensile Strength	Per ASTM D-638 is 5,000 PSI
Moisture Absorption	Per ASTM D-570 is 0.33% of weight or <3 oz. per panel
Shear Strength	Per ASTM D-3044 is 1,000+ lbs
Static Bending Test	Per ASTM D-1037 Modulus of Rupture is 3,500+ lbs. PSI
Coefficient of Friction	0.35
Warranty	5 Year Limited Warranty

3. Material Safety Data Sheet

SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME: Thermo-Lite Board®

SYNONYMS: Fiber Reinforced Rigid Polyurethane Foam Board, Space Board®, Stealth Board®

MANUFACTURER: SpaceAge Synthetics, Inc.

ADDRESS: 1402 39th Street NW, Fargo, North Dakota 58102 U.S.A.

PHONE: (701)-277-5631

FAX PHONE: (701)-277-5689

PRODUCT USE: Used in the transportation, marine, and building industry for walls, floors, and any place where moisture, weight, or strength is an issue.

SECTION 2: COMPOSITION/INFORMATION ON INGREDIENTS

INGREDIENT 1:

Polymerized polyurethane rigid closed-cell foam

<u>CAS NO.</u>	<u>% WT</u>
Proprietary	60-88

INGREDIENT 2:

Fiberglass Continuous Filament or/and Continuous Roving

<u>CAS NO.</u>	<u>% WT</u>
65997-17-3	12-40

	<u>mg/m³</u>
OSHA PEL-TWA:	15 mg/m ³ Total Dust 5 mg/m ³ Respirable Dust

ACGIH TLV-TWA:	10 mg/m ³ Total Dust
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SECTION 3: HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW: Stable under normal conditions, but if cutting, sanding, or machining this product it may generate dust. Dust may cause upper respiratory tract, lung, eye, nasal, and skin irritation.

ROUTES OF ENTRY: skin, eye, inhalation, and ingestion

POTENTIAL HEALTH EFFECTS

EYES: Dust can cause short term mechanical eye irritation.

SKIN: Contact with the board or dust may produce itching and temporary irritation.

INGESTION: Under normal conditions this does not apply. May result in obstruction and temporary irritation of the digestive tract.

INHALATION: Cutting, sanding, or machining of this product may generate fiber and polyurethane dust which can cause short term upper respiratory tract, lung, eye, nasal, and skin irritation.

CHRONIC HEALTH HAZARDS: In a repeated dose inhalation study, pulmonary lesions and two cancers were reported among a small number of rats exposed to airborne concentrations of 3.6 and 20 mg/m³ polyurethane foam dust. A later study using larger numbers of animals did not show any effects, other than inflammation, at concentrations as high as 20 mg/m³. The significance of the results of the earlier study with respect to human exposure is unknown.

MEDICAL CONDITIONS GENERALLY AGGRAVATED BY EXPOSURE: Respiratory or skin conditions that are aggravated by mechanical irritants may be at an increased risk for worsening from exposure to this product, especially from the dust created by this product.

SECTION 4: FIRST AID MEASURES

EYES: Remove contact lenses. Flush eyes with large amounts of running water for 15 minutes. If irritation persists, get medical attention immediately.

SKIN: Wash affected areas gently with mild soap and water. To avoid further irritation, avoid rubbing or scratching, this may force fibers into skin. If irritation persists, contact physician. Always remove and launder contaminated clothing before reuse.

INGESTION: Ingestion of this product is unlikely. If it does occur it may result in obstruction get medical attention immediately.

INHALATION: Remove to fresh air. Seek medical attention if irritation persists.

Note to Physicians: Preexisting disorders of the following organs or organ systems may be aggravated by exposure to this material: skin, lung.

SECTION 5: FIRE-FIGHTING MEASURES

FLAMMABLE LIMITS IN AIR, UPPER: N/A
(% BY VOLUME) LOWER: N/A

FLASH POINT: N/A

AUTOIGNITION TEMPERATURE: N/A

EXTINGUISHING MEDIA: Carbon Dioxide or Dry Chemical extinguishing media.

SPECIAL FIRE FIGHTING PROCEDURES: Fire fighters must be equipped with self-contained breathing apparatus and turnout gear. Upon ignition, a fire could produce intense heat, dense smoke, and irritating or toxic gases.

UNUSUAL FIRE AND EXPLOSION HAZARDS: None known.

HAZARDOUS DECOMPOSITION PRODUCTS: May produce CO, CO², HCN, ketones, ethers, and esters.

SECTION 6: ACCIDENTAL RELEASE MEASURES

ACCIDENTAL RELEASE MEASURES: Not applicable for product in purchased form. Pick up large pieces. To prevent obstruction, do not wash down drain. Sweep or vacuum material into a waste container for disposal. If needed, use water spray to wet down and minimize dust generation. Wear approved respirator, if necessary.

SECTION 7: HANDLING AND STORAGE

HANDLING AND STORAGE: No special handling procedures required for this material. In storage it should be kept away from excessive temperatures.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

VENTILATION : Provide local exhaust as necessary to meet OSHA requirements for dust exposure. Use wet methods, if appropriate, to reduce generation of dust.

RESPIRATORY PROTECTION: Wear OSHA approved respirator when permissible exposure limit to dust may be exceeded.

EYE PROTECTION: Recommend eye goggles or safety glasses for nuisance dust.

SKIN PROTECTION: Protective gloves or barrier creams may be used to reduce skin contact and irritation

OTHER PROTECTIVE CLOTHING OR EQUIPMENT: Loose fitting long sleeved shirt that covers to the base of the neck and long pants are recommended to reduce skin contact and irritation.

WORK HYGIENIC PRACTICES: Remove product dust using vacuum equipment (never used compressed air). Always wash work clothes separately from other clothes. Wipe out the washer or sink to prevent loose dust and glass fibers from getting on other clothes. Keep the work area clean of dusts released during processing. Use vacuum equipment to clean up dust from processing. Avoid dry sweeping or using compressed air as these techniques re-suspend dust into the air. Have access to eye wash stations.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE: Rigid cellular gray colored foam board
ODOR: No odor
PHYSICAL STATE: Solid
BOILING POINT: N/A
MELTING POINT: N/A
FREEZING POINT: N/A
VAPOR PRESSURE (mmHg): N/A
VAPOR DENSITY (AIR = 1): N/A
SPECIFIC GRAVITY (H₂O = 1): N/A
EVAPORATION RATE: N/A
SOLUBILITY IN WATER: Insoluble
VISCOSITY: N/A

SECTION 10: STABILITY AND REACTIVITY

STABILITY: Stable

CONDITIONS TO AVOID (STABILITY): Reaction with a strong acid. Excessive heat and ignition sources.

INCOMPATIBILITY (MATERIAL TO AVOID): None

HAZARDOUS DECOMPOSITION OR BY-PRODUCTS: CO, CO₂, HCN, ketones, ethers, and esters.

HAZARDOUS POLYMERIZATION: Will not occur

SECTION 11: TOXICOLOGICAL INFORMATION

TOXICOLOGICAL INFORMATION:

Polyurethane: As a solid product no toxicity is known. The accidental exposure to pyrolysis products caused from burning rigid polyurethane has caused respiratory irritation and fever and constrictive pulmonary disease. Mice experimentally exposed to smoke from polyurethane showed extensive changes in the lung surfactant metabolism.

Fiberglass Continuous Filament/Woven Roven: In June, 1987, IARC categorized fiberglass continuous filaments as not classifiable with respect to human carcinogenicity. The evidence from human as well as animal studies was evaluated by IARC as insufficient to classify fiberglass continuous filament as a possible, probable or confirmed cancer causing material. Continuous filament fibers are not considered respirable due to their large diameter

SECTION 12: ECOLOGICAL INFORMATION

ECOLOGICAL INFORMATION: This material is an inorganic material, and therefore, is not biodegradable.

SECTION 13: DISPOSAL CONSIDERATIONS

WASTE DISPOSAL METHOD: This product is not considered hazardous waste under Federal Hazardous Waste Regulations. Please be advised, however, state and local requirements for waste disposal may be different from federal regulations.

Dispose of as inert solid in landfill or by other procedures in accordance with local, state, federal or provincial regulations.

RCRA HAZARD CLASS: non-hazardous waste

SECTION 14: TRANSPORT INFORMATION

This product is not a DOT hazardous material.

Class #: 60
NMFC #: 156300SUB6

SECTION 15: REGULATORY INFORMATION

U.S. FEDERAL REGULATIONS

TSCA (TOXIC SUBSTANCE CONTROL ACT): Each ingredient is on the Inventory

SARA TITLE III (SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT):

311/312 HAZARD CATEGORIES: Non-hazardous

313 REPORTABLE INGREDIENTS: Not Listed

SECTION 16: OTHER INFORMATION

OTHER INFORMATION: HMIS- Reactivity-0 Health-1, Flammability-1, Special-None

DISCLAIMER: The information herein is given in good faith, but no warranty, expressed or implied is made. This MSDS is issued for the sole purpose of using the product as presented. Since the use of this information and the condition of use of this product are not within our control, it is the users obligation to determine the conditions of safe use of this product.

BID SUBMITTAL CHECKLIST

Items checked below represent components comprising this bid package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid. Bidders are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately. It is the Bidder's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your bid packet.

- 1. **Cover Sheet –**
- 2. **Table of Contents**
- 3. **Offer and Acceptance Form**
- 4. **General Requirements**
You should be familiar with all of the General Requirements.
- 5. **Special Requirements/Instructions**
Provides information you must know in order to make an offer properly.
- 6. **Specifications**
Contains the detailed description of the product/service sought by the County.
- 7. **Bid Form**
Used to solicit exact pricing of goods/services and delivery costs.
- 8. **Attachments**
 - a. **Bid Guaranty & Performance Bond Information & Requirements**
Applies only to certain bids/proposals. Read carefully and fill out completely.
 - b. **Bid Check Return Authorization Form**
Applies only to certain forms. Read carefully and fill out completely.
 - c. **Vehicle Delivery Instructions**
Included only when purchasing vehicles.
 - d. **Minimum Insurance Requirements**
Included when applicable (does not supersede "Hold Harmless" section of General Requirements).
 - e. **Workers' Compensation Insurance Coverage Rule 110.110**
Applicable for a building or construction contract.
 - f. **Financial Statement**
When this information is required, you must use this form.
 - g. **Reference Sheet**
 - h. **Other -** From time to time other attachments may be included.
 - i. **Signature Page**
 - j. **Conflict of Interest**
 - k. **Good Faith Effort**
 - l. **Notice of Intent (HUB)**
 - m. **Declaration Form (HUB)**
 - n. **Residence Certification/Tax Form**
 - o. **Bid Affidavit**

**BIDDER MUST RETURN THIS PAGE WITH OFFER
OFFER AND ACCEPTANCE FORM**

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

<hr/> <p>Company Name</p> <hr/> <p>Address</p> <hr/> <p>City State Zip</p> <hr/> <p>Signature of Person Authorized to Sign</p> <hr/> <p>Printed Name</p> <hr/> <p>Title</p>	<p>For clarification of this offer, contact:</p> <hr/> <p>Name</p> <hr/> <p>Phone Fax</p> <hr/> <p>E-mail</p>
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BIDDER MUST RETURN THIS PAGE WITH OFFER

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Sale of The Arena Deck Ice Cover at Ford Park.

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

Payment shall be made by the successful bidder within fifteen (15) days, by guaranteed funds, of notification of award.

This contract shall henceforth be referred to as Contract No. IFB 09-153/KJS.

Countersigned:

Ronald L. Walker
County Judge

Date

Carolyn L. Guidry
County Clerk

BIDDER MUST RETURN THIS PAGE WITH OFFER

BID FORM

	Purchase Price
Sale of ArenaDeck Ice Cover	\$

Payment shall be made by the successful bidder within fifteen (15) days, by guaranteed funds, of notification of award. Payment will be made to:

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

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

BIDDER MUST RETURN THIS PAGE WITH OFFER