

REGULAR, 12/11/2017 1:30:00 PM

BE IT REMEMBERED that on December 11, 2017, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

Commissioner Everette D. Alfred, Commissioner Pct. No. 4

Honorable Zena Stephens, Sheriff (ABSENT)

MAJOR SCHAUBERGER

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
December 11, 2017

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



**NOTICE OF MEETING AND AGENDA
 OF COMMISSIONERS' COURT
 OF JEFFERSON COUNTY, TEXAS
 December 11, 2017**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **11:00 AM**, on the **11th** day of **December 2017** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas. blah blah blah

Said meeting will be a **Regular** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

Please join us for cake following Commissioners' Court. We are grateful that the cake is being provided by HEB.

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

PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One

PURCHASING:

1. Receive and file bids for Invitation for Bid (IFB 17-041/JW), Ford Park Arena Public Address/Sound System for Jefferson County (Phase II).

SEE ATTACHMENTS ON PAGES 8 - 91

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

2. Consider and approve award, execute, receive and file an Acceptance of Offer for (IFB 17-041/JW), Ford Park Arena Public Address/Sound System for Jefferson County (Phase II) with Sweet Southern Sound, in the amount of \$79,675.00.

SEE ATTACHMENTS ON PAGES 92 - 141

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

3. Consider and approve, execute, receive and file an agreement (Agreement 17-050/JW) with LexisNexis and Jefferson County for LexisNexis Advance website access subscription for County Court at Law No. 1. This agreement is for a one-year term (March 1, 2018 through February 28, 2019), at a monthly cost of \$69.00.

SEE ATTACHMENTS ON PAGES 142 - 144

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

***Notice of Meeting and Agenda and Minutes
December 11, 2017***

4. Consider and approve, execute, receive and file a contract extension for (RFP 12-032/JW), Re-Bid for Term Contract for Automated Teller Machines (ATM) Installation and Operation for Jefferson County with Citywide ATM for a period of sixty (60) days, extending the current contract expiration date from January 23, 2018 to March 24, 2018.

SEE ATTACHMENTS ON PAGES 145 - 145

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

5. Consider and approve, execute, receive and file an Offer from Mr. Saiyad Ali to purchase Jefferson County land located on Viterbo Road (Known as "Precinct No. 2 Rock Yard"); in response to (RFQ 17-014/JW), Commercial Realtor Brokerage Services for Land Located on Viterbo Road (Known as "Precinct No. 2 Rock Yard").

SEE ATTACHMENTS ON PAGES 146 - 161

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

6. Consider and approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

SEE ATTACHMENTS ON PAGES 162 - 163

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY AUDITOR:

7. Consider and approve FY 2017 budget transfer - General Services - additional funding for Liability Fund.

120-1024-419-5040	LIABILITY INSURANCE	\$600,000.00	
120-0000-491-8001	AIRPORT OPERATING		\$600,000.00

SEE ATTACHMENTS ON PAGES 164 - 164

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

8. Regular County Bills - check #440915 through checks #441197.

SEE ATTACHMENTS ON PAGES 165 - 176

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

COUNTY COMMISSIONERS:

9. Consider and possibly approve Jefferson County to host the location for the Texas Local Technical Assistance Program (TxLTAP) to hold a Heavy Equipment Expo Road-ee on January 18th 2018 at Ford Park parking lot. This event will be at NO COST to Jefferson County; participants will be on duty from Jefferson County Road & Bridge precincts as well as employees from surrounding counties and cities.

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

10. Consider and possibly approve a Resolution Concerning Regular License Plates Used on Exempt Vehicles.

SEE ATTACHMENTS ON PAGES 177 - 177

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

Notice of Meeting and Agenda and Minutes
December 11, 2017

11. Consider, possibly approve and authorize the County Judge to execute a Loaned Artifact Condition Report for the Naval History and Heritage Command for the 40 mm gun mount displayed at the Golden Triangle Veterans Memorial Park.

SEE ATTACHMENTS ON PAGES 178 - 181

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

12. Consider and possibly approve a Property Tax Abatement Agreement between Jefferson County, Texas and Dow Chemical Company.

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

PUBLIC HEALTH:

13. Receive and file executed Affiliation Agreement between Jefferson County and Lamar Institute of Technology for Education of Pharmacy Technician Students.

SEE ATTACHMENTS ON PAGES 182 - 187

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

Other Business:

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

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

Notice of Meeting and Agenda and Minutes
December 11, 2017

Jeff R. Branick
County Judge



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

November 6, 2017

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 17-041/JW, Ford Park Arena Public Address/Sound System for Jefferson County (Phase II). **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us/Purchasing/main.htm> or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (located on the 5th Floor of the Jefferson County Historic Courthouse) at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Ford Park Arena Public Address/Sound System
for Jefferson County (Phase II)
BID NO: IFB 17-041/JW
DUE DATE/TIME: 11:00 AM CDT, Tuesday, December 5, 2017
MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

There will be a Mandatory Pre-Bid Conference and Walk-Through at 10:00 AM CDT on Thursday, November 16, 2017 at the Ford Park Arena, 5115 IH10 South, Beaumont, Texas 77705.

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us. Bidders may submit technical questions to: Danny Broussard, Director of Operations for Ford Park Entertainment Complex at 409-951-5425, or Danny.Broussard@comcastspectacor.com

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – November 8, 2017 & November 15, 2017



**INTEGRATED TECHNOLOGY
SOLUTIONS**
Commercial • Residential Audio Visual Custom Installations

Our Services:

Systems design • Cad drawings • Project Management

Low Voltage Installations

Commercial and Residential

Audio visual, Control Systems, Board Rooms, Remote Conferencing, Multiroom A/V, Microphone/ PA Systems, Sound Masking. Phone System, camera and security systems, Data, Coax and Fiber Specialists.

Venue and event presentations and lighting systems. We have a large professional, experienced and trained staff to handle your next project with a competitive price while supplying the support you need from systems design to the execution of your project from start to finish.

- **We offer National rollouts services to cater to our clients Nationwide.**
- **Our staff is trained and up to date on the latest technologies and safety requirements.**
- **We offer all major and unique brands to fit your requirements for your next exciting project.**

**AMX • CRESTRON • DENON • SONOS
DATA • FIBER • CCTV • HOME THEATER**

LICENSED INSURED BONDED PROFESSIONALS

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E-mail: info@intechsolutionsstx.com

2929 Allen Parkway, Suite 200 | Houston, TX 77019

2925 Gulf Freeway, Suite B230 | League City, TX 77573



**Commercial & Residential
Audio Visual Systems & Design**

Security & Surveillance

National Rollouts

Network Cabling

Sound Masking

Structured Cabling

Phone Systems

WI-FI Access Points

Audio Visual Rentals

Systems Integration

Control Systems



COMPANY PROFILE



Commercial & Residential
Audio Visual Systems & Design

Security & Surveillance

National Rollouts

Network Cabling

Sound Masking

Structured Cabling

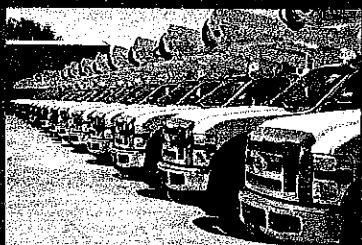
Phone Systems

Wi-Fi Access Points

Audio Visual Rentals

Systems Integration

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INTEGRATED TECHNOLOGY
SOLUTIONS

Commercial • Residential Audio Visual Custom Installations

Our Services:

Systems design — Cad drawings — Project Management

Low Voltage Installations

Commercial and Residential

Audio visual, Control Systems, Board Rooms, Remote Conferencing, Multiroom A/V, Microphone/ PA Systems, Sound Masking. Phone System, camera and security systems, Data, Coax and Fiber Specialists.

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COMPANY PROFILE



INTEGRATED TECHNOLOGY
SOLUTIONS

Commercial • Residential Audio Visual Custom Installations

Our Satisfied Clients

AirGas	Manhattan Construction
Allen Austin Executive Service	MD Anderson Cancer Hospital
Ambitech	Murphy USA
American Teledata	Nextera Energy Resources
BDP International	Oil Dex
BNSF Railways	Phoenix 1 Restoration & Construction
City of Houston Health Department	Pine Forest Country Club
Comcast	Pump It Up Houston
Cross Roads United Methodist Church	Saint Luke's United Methodist Church
Crowne Plaza Houston	Sutterfield and Pontikes Construction
Drymalla Construction	SYSCO
Fitness Center @ South Shore Harbor	Texas A&M
Flow Service	The Bellair Spring
Franks International	The Citadel
Galena Park School District	The City of Houston
Gulf Star Group	The City of Mont Belvieu
Hyatt Houston Galleria	The Houstonia
Lee College	US Soccer Team

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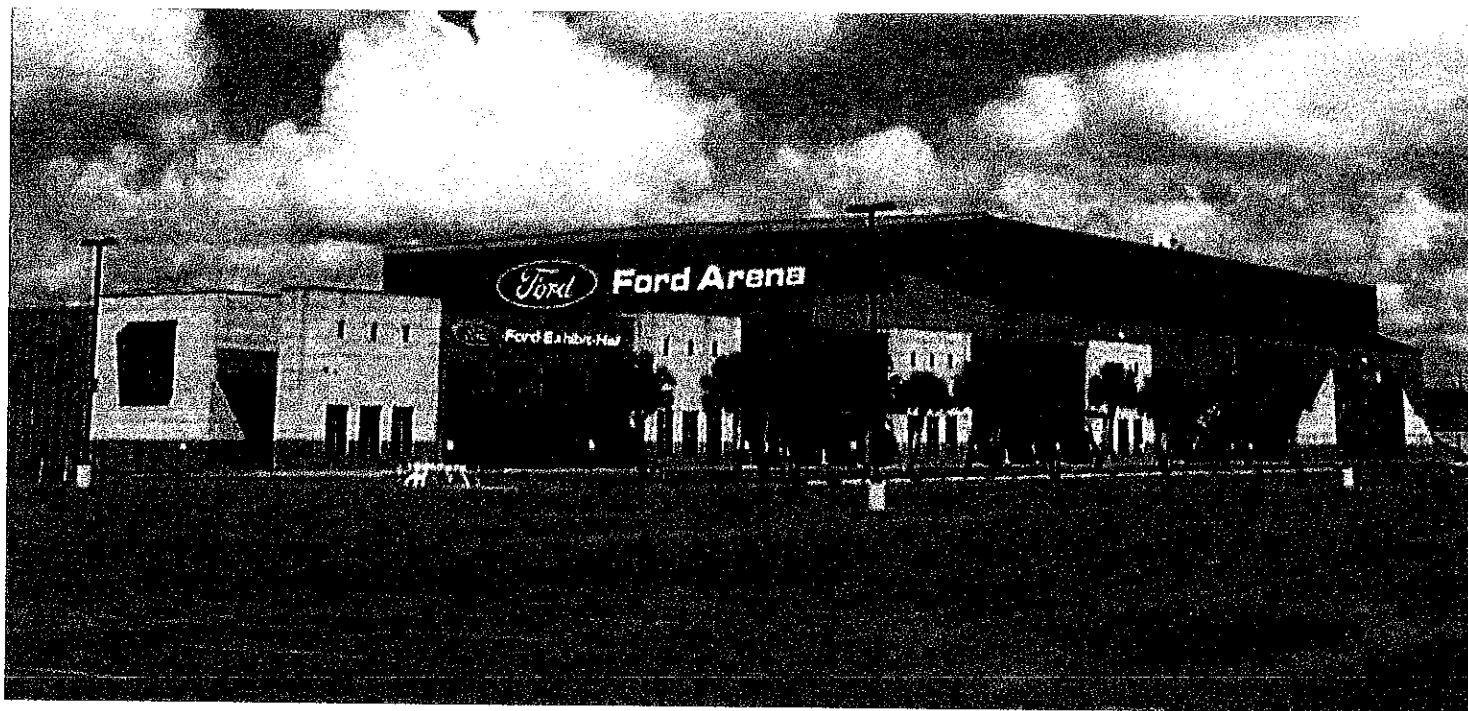
PROPOSAL

Ford Park Arena Public Address/Sound System

Jefferson County Purchasing Department

5115 Interstate 10 Access Rd
Beaumont, TX 77705 US
409-951-5400

Revision: 0
Modified: 11/29/2017



Presented By:

Integrated Technology Solutions

2929 Allen Parkway, Suite 200
Houston, TX 77019 United States
281-254-5087
www.intechsolutionsstx.com



www.intechsolutionsstx.com

Ford Arena

Audio System

**16 Yorkville VTC EL210T****\$33,398.72**

Features:

- Paraline High Frequency Horn Element (patent pending)
- Highly Efficient Synergy Horn Design (patent pending)
- 10° Vertical Directivity Adjustable In 1° Steps
- 90° Horizontal Directivity
- Available in Touring and Fixed Installation Versions
- Excellent for All Throw Distances
- Unparalleled Clarity, Intelligibility & Precision
- Advanced DLMS4080 Digital Loudspeaker Management System
- Unequaled Price/Size/Flexibility/Performance Ratio
- 5/8-inch Baltic Birch Cabinet Construction
- Designed and Manufactured in North America

**4 Yorkville VTC ELS212T****\$7,885.68**

Features:

- Tapped Horn Subwoofer design (patent pending)
- Available in Touring and Fixed Installation Versions
- Excellent for All Throw Distances
- Low distortion with exceptionally high SPL
- Unparalleled Clarity, Definition & Punch
- Advanced DLMS4080 Digital Loudspeaker Management System
- Unequaled Price/Size/Flexibility/Performance Ratio
- 5/8-inch Baltic birch cabinet construction
- Designed and Manufactured for VTC Pro Audio in North America

**10 Yorkville V64****\$16,234.20**

Features:

- Easily drives reactive phase shifted loads
- Advanced protection schemes including DC voltage load, thermal and breaker protection
- Switchable peak limiter that is transparent below clipping levels
- Soft turn-on circuit eliminates damage to loudspeakers and prevents breaker-tripping
- Computer-optimized Silentfan™ front-to-rear cooling system
- Long-life, faceplate-mounted, user serviceable air intake filters
- Front panel Power, Protect, Activity and Clip LED's
- Speakon™ outputs
- Balanced XLR & 1/4" TRS Balanced inputs & Thru-puts
- Sturdy all-steel construction

**4 Yorkville VTC EL212D2****\$1,675.20**

Line Array Dolly Board

* Price Includes Accessories

Ford Park Arena Public Address/Sound System

Project No : INTEG-0012

Rev. 0

12/1/2017



2 **Yorkville VTC ELB16**

\$1,917.60

Features:

- Heavy Duty flying grid custom designed for all Touring Versions of the
- Elevation Series cabinets and subwoofers
- Bumper is handmade from high grade, precision-milled aluminum in North America
- Extremely secure and stable design is an excellent platform for ground stacking arrays
- Supports arrays up to 1675lbs (729kg)
- Adjustable leveling feet included for maintaining a level ground stack
- All hardware included for one simple system solution
- Multiple flypoints for numerous rigging options and angles
- Ideal for Quick Setup & Teardown



1 **Yorkville DLMS4080**

\$930.00

Features:

- 4 XLR inputs and 8 XLR outputs can be configured in any fashion
- Top sound quality in its class
- 8 band Parametric EQ and 31 band Graphic EQ on all inputs and outputs
- Input and Output Crossovers with Bessel, Linkwitz-Reilly and Butterworth slopes
- Input Compressors and Output Limiters
- Precise frequency control is achieved down to a 1Hz resolution
- PC based editing software for onscreen control of all parameters



8 **Yorkville VTC EL210D4**

\$3,110.40

Line Array Dolly Board



1 **DBX DriveRack 4820**

\$3,712.00

Equalization and loudspeaker management system with 6-band parametric equaliser output



1 **Soundcraft SI EXPRESSION 2**

\$3,014.84

Drawing on more than a decade of experience in the field of digital audio mixing, the Soundcraft Si Expression exploits some of the newest DSP, component technology and manufacturing techniques to deliver our most powerful cost effective digital console ever! Each console in the range is identical in its feature set so your only choice is how many faders and local mic amps you want. With a range covering the super portable 19" rack mount Expression 1 to the mighty Si Expression 3 with its 30+2 faders and 32 mic/line inputs there is a model to meet all needs. Taking the Si Expression 2 as a typical example, it features 24 recallable mic pre amps (32 on Si Expression 3 and 16 on Si Expression 1) plus 4 line inputs, 4 internal stereo FX returns, AES in, and a 64x64 expansion slot offering more than enough scope to use every one of the 66 input processing channels

* Price Includes Accessories

Ford Park Arena Public Address/Sound System

Project No : INTEG-0012

Rev. 0

12/1/2017



4 Columbus McKinnon MPDH13S
FEATURES

\$1,619.36

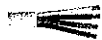
- Steel frame opening allows chain to easily enter and exit bag during usage
- Dual sewn edging helps extend the life span of chain bag
- Reinforced nylon strapping strengthens bag to prevent chain blow-outs
- Designed for any application



4 CM-ET 3 Phase 1 Ton

\$15,435.00

CM ET 3phase-1ton chain motor with 60' chain and dual chain bag attachment



1 LIBERTY AV 14/4 Speaker Cable

\$1,702.00

Liberty 14-4C-P-WHT (1000) White Commercial Grade General Purpose 14 AWG 4 Conductor Plenum Cable Reel 1000FT Roll



1 LIBERTY AV 22/2 Shielded

\$173.00

Liberty 22-2C-PSH-WHT Audio and control 22 AWG 1 Pair Shielded Plenum Reel - White



1 LIBERTY AV Cat6e Plenum

\$399.00

Liberty 24-4P-P-L6SH-BLK CAT6 F/UTP EN Series 23 AWG 4 Pair Shielded Cable Reel - 1000 Feet



60 BTX CA-NL4FC

\$319.80

Neutrik Speakon 4 pole cable mt (f) Connector

1 CALIBRATION AUDIO

\$1,584.00

Calibration and Audio Adjustment of a Distributed Audio System [Each]

1 Electrical Electrical Package

\$2,214.00

20A electrical circuits @ 25' conduit provided by others



1 LABOR DOCUMENTATION

\$450.00

All system documentation will typically be provided in both hard & soft copy formats (printed & PDF), as per Technical Specification, with work commencing upon receipt of "Approval" deposit.

1 Training TRAINING

\$500.00

End User Training

1 LABOR PROJECT MANAGEMENT

\$375.00

Professional on-site project supervision and management.

1 SETUP LIFT

\$404.00

- setup programming; motorized display lift.

1 LABOR FINISH

\$3,288.00

* Price Includes Accessories

Ford Park Arena Public Address/Sound System

Project No : INTEG-0012

Rev. 0

12/1/2017

Audio System Total**\$100,341.80****Wireless Network****1 LUXUL ABR-4400****\$319.95**

The Luxul AV Series Multi-WAN Gigabit Router (ABR-4400) provides an optimal platform for setting up the ultimate residential or commercial network. It features rear panel ports and front facing LEDs (user selectable blue/green colors) for clean integration with AV rack systems. This commercial grade router allows for up to 512 concurrent device routing entries. It features an intuitive interface with advanced management, as well as firewall, QoS, VLAN, VPN and other capabilities that ensure optimal performance, scalability and security of your network.

**1 LUXUL XAP-1510****\$599.95**

Combining high output power and leading-edge 802.11ac 3x3 Dual-Band technology with Beamforming, the XAP-1510 delivers data rates up to 1900Mbps along with outstanding wireless coverage for a world-class Wi-Fi experience. The sleek design allows for unobtrusive mounting on a ceiling, wall or other flat surfacemaking it a great choice for maximizing coverage in both Residential and Commercial environments. It is compatible with the XWC-1000 Wireless Controller and can be used standalone or as part of a multi-AP deployment. Installation is simple, requiring only a single Ethernet cable that delivers both power and data through the integrated PoE+ port.

**1 LUXUL XWS-2510****\$1,056.24**

The Luxul XWS-2510 comes with one XWC-1000, two XAP-1510 AC1900 Dual-Band Wireless APs and PoE Injectors.

Wireless Network Total**\$1,976.14****Ford Arena Total****\$102,317.94****Project Subtotal:****\$102,317.94****Miscellaneous Items:**

5	Misc. Rigging and Hardware	\$464.00	\$2,320.00
	Custom Rigging Attachments - 5/8 Shackle		
1	Misc Materials and Connectors	\$504.00	\$504.00
	Misc. Materials, Hardware and Connectors		

Miscellaneous Items Total:**\$2,824.00**

* Price Includes Accessories

Ford Park Arena Public Address/Sound System

Project No : INTEG-0012

Rev. 0

12/1/2017

PROJECT SUMMARY

Equipment:	\$93,502.94
Labor:	\$8,815.00
Sales Tax:	\$5,843.93
Misc. Items:	\$2,824.00
Grand Total:	\$110,985.87

Client:

Date

Contractor: Integrated Technology Solutions

Date

Ford Park Arena Public Address/Sound System

Project No : INTEG-0012

Rev. 0 12/1/2017

SCOPE OF WORK

CONTRACT

Ford Park Arena Public Address/Sound System

Jefferson County Purchasing Department

5115 Interstate 10 Access Rd
Beaumont, TX 77705 US
409-951-5400

Revision: 0

Modified: 11/29/2017

Presented By:

Integrated Technology Solutions

2929 Allen Parkway, Suite 200
Houston, TX 77019 United States
281-254-5087
www.intechsolutionsstx.com



- A. The general project description is contained in the attached document and related documents from herein referred to as the "Proposal".
- B. The specific work to be performed by Contractor is the installation of the specified system as outlined in the Proposal.
- C. The total amount to be paid by the owner for the performance (subject to additions and deductions by written change order) shall not exceed the total specified in the Proposal.
- D. Progress payments will be made according to the payment schedule below. Equipment will not be ordered until the equipment deposit has been submitted. These times are subject to the timing of the construction and the lead times required for the ordered equipment to be delivered.
- E. Payment is due immediately after invoicing. Unpaid balance beyond 10 days after invoicing of completed tasks as outlined in item D shall bear interest payable to Contractor at a rate of 1.5% per month simple interest.
- F. This Proposal expires 30 days following the date stated on the top of this agreement. No work will be scheduled without a deposit plus a signed copy of this agreement. All drawings and specifications contingent on agreement and retainer.
- G. If job is of a retro-fit/remodel nature on an existing structure, and scope of work exceeds time estimated to complete because of unforeseen circumstances, owner agrees that he/she will be back-charged at a rate of \$65 per man, per hour for all extra labor involved in completing the job.
- H. All drawings and documentation are contingent on retainer. Since preparing a proposal requires system design & engineering by a professional Systems Integrator, only one version of the proposal will be prepared without a retainer. If a second version is required or if project is for design & documentation only, a minimum \$400 Design Retainer will be collected. This Design Retainer will cover up to three additional designs and proposals, as well as one block-diagram drawing of the system. For a \$1000 Design Retainer, client will receive up to three versions, one block diagram drawing, plus one basic cabinet audio placement and specification drawing. The retainer covers design & engineering time and is non-refundable.
- I. Contractor reserves the right to replace proposed models in the case of obsolescence, discontinuation or unavailability with a comparable model of equal or greater value upon customer approval. Contractor will not be held responsible or liable in any way for any said product's obsolescence, discontinuation or unavailability.

Ford Park Arena Public Address/Sound System

Project No: INTEG-0012

Rev. 0: 12/1/2017

Payment Schedule	Amount	Due Date
Initial Deposit	\$55,492.94	
Progress Payment	\$22,197.17	
Progress Payment	\$22,197.17	
Final	\$11,098.59	

1. Contract Documents and Details

The contract documents consist of this agreement, including all general provisions, special provisions, specifications, drawings, addenda, change orders, written interpretations, and written orders for minor changes in work. Work not covered by contract documents will not be required unless it is required by reasonable inference as being necessary to produce the intended result. The costs associated with any related work or materials, including, but not limited to electrical, drywall, painting, cabinets are not included unless specifically documented in the proposal. Contractor is not responsible for any underground trenching or laying or supplying of conduit for outside wiring.

2. Time

With respect to schedule completion of the tasks in section D, time is of the essence. If Contractor is delayed at any time in the progress of the work by owner change orders, fire, labor disputes, acts of God or other causes beyond Contractor's control, the completion schedule for the work or affected parts of the work shall be extended by the same amount of the time caused by the delay.

3. Payments and Completion

The above Payment Schedule is a guideline and approximation. Since contractor will, if possible, open, test and burn-in equipment before delivery, all components must be paid for before delivery to job site. Payments may not be withheld under any circumstances. Any disputes due to legal claims will be settled independently in good faith between the parties. Final payment shall be due immediately following completion of the project. Contractor will hold owner harmless with respect to claims of subcontractors and suppliers.

4. Insurance

Contractor shall purchase and maintain such insurance necessary to protect from claims under workers compensation and from any damage to the owners property resulting from the conduct of this contract.

5. Changes in the Contract

The owner may order changes, additions, or modifications without invalidating the contract. Such changes must be in writing and signed by the owner. The contractor shall provide the owner in writing the amount of additional costs or cost reductions resulting from changes ordered within 15 working days unless this requirement is waived in writing by the owner. Change Orders shall be paid in full upon acceptance of change and shall not alter the contract's payment schedule. In case of product unavailability or discontinuation, contractor reserves the right to substitute equipment of equal or better quality with clients approval. Contractor will be held blameless in case of product unavailability or discontinuation.

6. Warranty

Contractor warranties all parts and labor involved in an installation for one year. Contractor will also be glad to help the client get their manufacturer-warranted equipment serviced though out the life of the said warranty.

Client:

Date:

Contractor: Integrated Technology Solutions

Date:

Ford Park Arena Public Address/Sound System

Project No : INTEG-0012

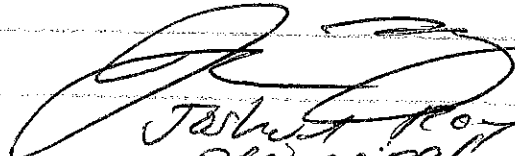
Rev. 0

12/1/2017

Dear purchasing,

please Accept
NO Bid bond and
we will be paid
upon completion
of the project
and customer
Acceptance
and sign off.

If a bid bond is
needed we will
charge 2% of the
total bid -


Jasbir Roy
Principal
12/11/17



OFF 281-254-5087
CEL 832-683-0699

JOSH ROY
CEO

2929 ALLEN PARKWAY
SUITE 200 HOUSTON, TX 77019

JROY@INTECHSOLUTIONSTX.COM
WWW.INTECHSOLUTIONSTX.COM



OFF 281-254-5087
CEL 281-850-6385

Jacob Chavan

2929 ALLEN PARKWAY
SUITE 200 HOUSTON, TX 77019

JACOB@INTECHSOLUTIONSTX.COM
WWW.INTECHSOLUTIONSTX.COM

Integrata technology solutions
2929 Allen Parkway #200
Houston, TX
77019

Ford Park Arena Public Address
Sound System for

Jefferson County

Bid # IFB 17-041/JW

Attn: Jefferson County Purchasing Dept

1149 Pearl Street, 1st Floor

Beaumont, Texas

77701



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE

Advertisement for Invitation for Bids

November 6, 2017

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 17-041/JW, Ford Park Arena Public Address/Sound System for Jefferson County (Phase II). **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us/Purchasing/main.htm> or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (located on the 5th Floor of the Jefferson County Historic Courthouse) at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Ford Park Arena Public Address/Sound System
for Jefferson County (Phase II)
BID NO: IFB 17-041/JW
DUE DATE/TIME: 11:00 AM CDT, Tuesday, December 5, 2017
MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

There will be a Mandatory Pre-Bid Conference and Walk-Through at 10:00 AM CDT on Thursday, November 16, 2017 at the Ford Park Arena, 5115 IH10 South, Beaumont, Texas 77705.

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us. Bidders may submit technical questions to: Danny Broussard, Director of Operations for Ford Park Entertainment Complex at 409-951-5425, or Danny.Broussard@comcastspectacor.com

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – November 8, 2017 & November 15, 2017

IFB 17-041/JW
Ford Park Arena Public Address/Sound System
for Jefferson County (Phase II)

Bids due: 11:00 AM CDT, Tuesday, December 5, 2017

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

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

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

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

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

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

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

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

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

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

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

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

5. Signatures

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

6. County Holidays – 2017:

January 16	Monday	Martin Luther King, Jr. Day
February 20	Monday	President's Day
April 14	Friday	Good Friday
May 29	Monday	Memorial Day
July 4	Tuesday	Independence Day
September 4	Monday	Labor Day
November 10	Friday	Veteran's Day
November 23 & 24	Thursday & Friday	Thanksgiving
December 25 & 26	Monday & Tuesday	Christmas
January 1, 2018	Monday	New Year's

7. Rejection or Withdrawal

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

8. Emergency/Declared Disaster Requirements

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

9. Award

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

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and

guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

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

10. Contract

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

11. Waiver of Subrogation

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

12. Fiscal Funding

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

13. Bid Results

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

14. Changes and Addenda to Bid Documents

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

15. Specifications

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

16. Delivery

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

17. Interpretation of Bid and/or Contract Documents

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

18. Currency

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

19. Pricing

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

20. Notice to Proceed/Purchase Order

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

21. Certification

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

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

22. Definitions

"County" – Jefferson County, Texas.

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

23. Minority-Women Business Enterprise Participation

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

General Conditions of Bidding and Terms of Contract

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

1. Bidding

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will

be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

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

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

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

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

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

1.20 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include

maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

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

4.6 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

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

4.8 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.9 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.10 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.11 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.12 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

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

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

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

- (1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.
- (2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

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

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

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

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

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

- (1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>.

The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

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

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

M. ACCESS TO RECORDS

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

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

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

N. SEAL, LOGO AND FLAGS

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

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

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

P. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

Bidder is responsible for submitting one (1) original bid copy to include a completed copy of this specifications packet in its entirety; and Two (2) numbered bid copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

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

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

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

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

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

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

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

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

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

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

4. Multiple Vendor Award

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

5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. Payment

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

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

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

7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

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

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

Minimum Insurance Requirements

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

Property Insurance (policy below that is applicable to this project):

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

Workers' Compensation

Statutory Coverage (see attached)

9. Workers' Compensation Insurance

9.1 Definitions:

- 9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly

with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- 9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.
- 9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. - 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Assistant Purchasing Agent (e-mail: jwest@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number (IFB 17-041/JW).

BRAND REFERENCE

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

Bidders may submit bids on alternates, but must attach Two (2) Copies of the Manufacturer Specifications for any alternate at the time of the bid. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

INTRODUCTION

PURPOSE:

To replace existing equipment components (**As Specified for Project Phase II**) within the existing Public Address System/Sound System in the Ford Park Arena for the purpose of obtaining a more comprehensive, superior quality, and flexible configuration sound system.

PROJECT BACKGROUND:

Project Phasing for the full replacement of the Public Address System/Sound System in the Ford Park Arena has been divided into two phases: **Phase I** and **Phase II**.

Phase I of the project was completed in December 2013.

Phase I incorporated already existing equipment (listed below) into the overall system functionality:

1. Currently installed loudspeakers, horns, and subwoofers
2. Connectors, fly ware, and cabling
3. Amplifiers, rack cases, mixers, and processor

For further details regarding **Phase I** of the project, please find ATTACHMENT A. This attachment includes the original specifications for **Phase I** of this project.

SCOPE

This Invitation for Bid is for **Phase II** improvements to the existing Public Address System/Sound System for the Ford Park Arena.

Phase II of the full replacement of the Public Address System/Sound System Project at the Ford Park Arena calls for removal of existing equipment components & installation of the following equipment components within the Public Address System/Sound System at the Ford Park Arena:

1. Loudspeaker Equipment

- a. Loudspeaker equipment to include the following products from the Yorkville VTC Line. Four versions of all systems to be used. Installation version or any substitutions of equipment will not be accepted. Array configurations and locations will be provided by Ford Park staff at the time of installation.

Loudspeaker equipment should be the following systems and quantities:

- i. Yorkville VTC EL210T – qty16
- ii. Yorkville VTC ELS212T – qty4
- iii. Yorkville VTC EL212D2 – qty4
- iv. Yorkville VTC EL210D4 – qty8
- v. Yorkville VTC ELB16 – qty2

- b. System design concept to be modular/portable- built in the following array configurations to provide coverage for full house, half house, house in round, and house sideways events. Phase II loudspeakers will provide equipment quantities needed to complete the arrays configurations from Phase I

2. Amplification

- a. Equipment amplification to be provided by Yorkville Sound. Amplifier quantities are built for bi-amp configurations with no less than a 4ohm load per channel. Amplifiers to be provided and installed into equipment racks provided by contractor. All amplifiers will be labeled according to corresponding loudspeakers. Contractor should rack, wire, and group amplifiers into groups coinciding with the following base array configuration. That group should be one amp for subs 1&2 and four amps for boxes 1-8 HIMID. These group configurations should be repeated four times. The following amplifiers are to be provided and installed as part of Phase II. No substitutions will be accepted.
 - i. Yorkville AP-4K – qty10

3. System Processing

- a. System processing to be two part processing chain- main house and loudspeaker processors. House processor will serve as routing point for Console Left\Right\Front Fill and Floor Left\Right\SUB\Front Fill signal control, and will be provided as part of Phase II. Contractor is responsible for providing and installing all cabling from console to house processor. Contractor is responsible for providing and installing drive snake for floor inputs. Drive snake configuration discussed in Cabling Objective. Loudspeaker processor to serve as system management and manufacture preset processing. Loudspeaker processor to be configured with latest Yorkville VTC presets for the AP-4k amplifier and VTC loudspeakers. House processor will be assigned presets for system management. Preset building to be built and configured by contractor. All presets must be saved externally and provided to Ford Park staff via USB jump drive. No substitutions will be accepted. House processor to be located in control booth using existing equipment rack. Loudspeaker processors to be located in amplifier equipment racks provided by contractor.
 - i. Yorkville DLMS4080 – qty1
 - ii. DBX DriveRack 4820 – qty1

4. Rigging Hardware

- a. The object of the rigging hardware is to provide a flexible solution for suspending the speaker systems in multiple locations throughout the arena. The speaker systems will be suspended from one point using one Columbus McKinnon-ET 1ton chain motors. This gives the venue the ability to remove or re-hang the speaker systems as needed. Contractor is responsible for providing and installing a complete chain motor rigging system to include the following rigging hardware. Contractor must completely configure new chain motors for safe equipment operation. Safe operation to include rigging chain lubricated to manufacture specifications, electric chain brakes set for reverse operation, chain limits switches set for 60' chain length. No substitutions will be accepted. Contractor should note, that rigging hardware will be provide in stages as per Phase I and Phase II. Phase II should include the following equipment.

- i. 4 Columbus McKinnon 3phase-1ton chain motors with 60foot chains w/dual twist power and control
- ii. 4 double hook chain bags with custom Columbus McKinnon brackets
- iii. Contractor will provide 4 custom rigging attachments. Attachment must be a closed rigging ring bound to two wire rope slings, so that the speaker system bracket is attached via two points. Custom rigging attachments must be fly rated equipment and must maintain 5:1 safety weight rating.

5. Digital Console

- a. Contractor is responsible for proving and installing a new house digital console. Console will be located in the control booth and will serve as local and floor inputs. Outputs will be attached directly to house processor. Final location must be approved by Ford Park Staff. No substitutions will be accepted. Console to be provided:
 - i. Soundcraft Expression 2

6. Wireless Network

- a. Contractor is responsible for providing and installing a professional grade wireless network that will provide wireless coverage throughout the arena and control booth. House processor and digital console must be attached to network, so that Ford Park staff can access processor for wireless app control and digital console for wireless remote operation. Network must include a router, switch, and no less than three access points. Network equipment will be located in control booth. Access points locations to be: 1 in control booth, 2 in area catwalk (1 North and 1 South). Network must be configured to offer DHCP and DNS, so that wireless clients can successfully connect.

7. System Installation

- a. Contractor is responsible for all installation expense to include labor, freight and shipping cost, and training. System will be installed and be a 100% functioning sound system before project is agreed to be completed. Contractor is responsible for proving as built drawings to Ford Park staff and provide training on system operation as need.

8. Existing Equipment Demo

- a. Contractor is responsible for removing all existing sound system equipment. Equipment will include all cabling, amp racks, speaker system, fly brackets, any and all rigging hardware. NOTE... existing sound system cannot be removed until the new speaker system is 100% operational. Approval to start the demo process must be obtained by Ford Park staff. Once demo is completed equipment must be transported to storage location identified by Ford Park staff. Contractor is responsible for transporting equipment as needed. Contractor should note, North and South wing speakers will be removed as part of Phase II demo process.

System Calibration:

Contractor is responsible for completing final system calibration of newly installed equipment. One calibration has been completed during **Phase I** of the project. Another calibration must be performed for **Phase II** of the project. Calibration is to be performed by the loudspeaker/equipment factory engineer only; not an authorized dealer, sales representative, or any third party representing the equipment. Contractor is responsible for all scheduling and coordination of the engineer and calibration process. Contractor is also responsible for any and all expense for the calibration. No substitutions or exceptions will be accepted.

Use of "Bucket Lift":

Phase II of the audio installation at Ford Arena will require an 80' articulated arm "bucket lift". The lift will be provided by Ford Park at no cost to the contractor. The lift schedule must be coordinated one week in advance with Danny Broussard at Ford Park.

BID REQUIREMENT:

Bidder is to provide an itemized list of all materials and equipment, and indicate the brand/model and product numbers to be used for this project.

Bidder Information Form

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

Bid Name & Number: (IFB 17-041/JW), Ford Park Arena Public Address/Sound System
for Jefferson County (Phase II)

Bidder's Company/Business Name: MSC Systems

Bidder's TAX ID Number: ~~320000~~ 3-20096-9117-4

Contact Person: Chase Thigle Title: Supervisor/sales

Phone Number (with area code) (409) 866-8845

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

Fax Number (with area code): _____

Email Address: Chase a) mscsound.com

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

1195 South Major Dr.

Address

Beaumont TX 77707

City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

MSC Systems
Company Name

For clarification of this offer, contact:

1195 South Major
Address

Brad Daigle
Name

Beaumont TX 77707
City State Zip

(409) 866-8845
Phone Fax

[Signature]
Signature of Person Authorized to Sign

brad@mscsound.com
E-mail

Brad J Daigle
Printed Name

President
Title

Bidder Shall Return Completed Form with Offer.

Bid Form

Using this form, each Bidder must state its proposed charges. **Each Bidder's charges must include the entire cost of providing the services identified in this IFB.**

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

Phase II - Lump Sum Bid

\$ 80,193.74

Additional Bid Requirement: Bidder **MUST provide** an itemized list of all materials and equipment, and indicate the brand/model and product numbers to be used for this project.

BRAND REFERENCE: References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach Two (2) Copies of the Manufacturer Specifications for any alternate at the time of the bid. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Yorville Sound Inc
 Address: 4625 Witmer Industrial Esta Niagara Falls, NY 14305-1390
 Contact Person and Title: Larry Bell / Rep
 Phone: (716)297-2920 Fax: lbella@yorville.com
 Email Address: _____ Contract Period: _____
 Scope of Work: Sound Equipment

REFERENCE TWO

Government/Company Name: Shwe Brothers INC.
 Address: P.O. Box 99255 Chicago, IL 60693-9265
 Contact Person and Title: _____
 Phone: 847-6000 2000 Fax: 847-600-1212
 Email Address: sales.a@highwaymarketing Contract Period: _____
 Scope of Work: Sound Equipment

REFERENCE THREE

Government/Company Name: Harman Pro
 Address: P.O. Box 4438 Church Street Station New York, NY
 Contact Person and Title: tina wright / amber higgins
 Phone: (574) 294-8138 Fax: 866-232-3786
 Email Address: tina.wright2a@harman.com Contract Period: _____
 Scope of Work: Sound Equipment

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

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

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

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

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

MSC Systems
Bidder (Entity Name)

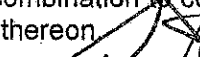
11 95 South Major Dr.
Street & Mailing Address

Benmont, TX 77707
City, State & Zip


(409) 866-8845
Telephone Number

brun a) mscsound.com
E-mail Address

have been for the past six (6) months directly
combination to control the price of goods or serv
thereon.



Signature



Print Name

11-28-17
Date Signed

Fax Number

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

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

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer

Conflicts Disclosure Statement - OFFICE USE ONLY

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

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

☐ Yes ☒ No

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

Did the Prime Contractor/Consultant ...

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

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

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

BRAUN DAIGLE
Printed Name of Authorized Representative

President
Title

[Signature]
Signature

11/28/2017
Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

☐ Yes ☐ No

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

Contractor Name: _____ HUB: p Yes p No

Address: _____

Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$

HUB Subcontractor Name:

HUB Status (Gender & Ethnicity):

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

Address: _____

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

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

Description of Subcontract Work to be Performed:

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

Printed Name of HUB _____ Signature of Representative _____ Date _____

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bld.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

☐ Yes ☐ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____

Street	City	State	Zip
--------	------	-------	-----

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: 11/1/2011 Initials: JS

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name:

HUB Status (Gender & Ethnicity):

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

Address: _____

Street	City	State	Zip
--------	------	-------	-----

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address:

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: 10

HUB Subcontractor Name: 10 15 12 21

HUB-Status (Gender & Ethnicity): _____

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

Address: _____

Street	City	State	Zip
--------	------	-------	-----

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other:

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

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

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

Subcontractor Name:

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

Subcontractor Name:

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): BRAD DAIGLE

Title: PRESIDENT

Signature: 

Date: 11/28/2017

E-mail address: hrcal@mscsound.com

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

Name (print or type): ERIC TRIBES

Title: Office MANS.

Date: 11/28/2017

E-mail address: Accounts@mscsound.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that MSC Systems [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☒ I certify that MSC Systems [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is TX
Beaumont (city and state).

Taxpayer Identification Number (T.I.N.):	76-0700700		
Company Name submitting bid/proposal:	MSC Systems		
Mailing address:	1195 South Major Drive Beaumont, TX 77707		
If you are an individual, list the names and addresses of any partnership of which you are a general partner:			

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
231218-000/025600	1195 South Major Dr Beaumont, TX 77707
231218-000/025700	Same address ↑

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Brad J Daigle, who
(name)

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

"I, _____ am a duly authorized officer of/agent
(name)
for _____ and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said _____
(name of firm)"

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

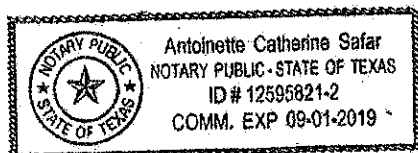
Name and address of bidder: MSC Systems LTD
1195 South Major Dr, Bmt. TX. 77707

Fax: 409 866 9732 Telephone# 409-866-8845
by: BRAD DAIGLE Title: President
(print name)

Signature: Brad J Daigle

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

this the 28 day of November, 2017.



Antoinette Catherine Safar
Notary Public in and for
the State of TEXAS

Bidder Shall Return Completed Form with Offer.

ATTACHMENT A

Phase I Bid Specifications (For Informational Purposes)

Ford Park Arena House Public Address/Sound System Specifications

Purpose:

To replace the existing Public Address System in the Arena with a more comprehensive, superior quality, and flexible configuration sound system.

Project Phasing:

The project will be scalable and divided into two phases. The completion of Phase one must include a fully functioning audio system with enough coverage to facilitate the arena in a 360 degree orientation. In addition to the listed equipment in the IFB specifications below, Phase one must incorporate the following existing equipment into overall system functionality:

4. Currently installed loudspeakers, horns, and subwoofers
5. Connectors, fly ware, and cabling
6. Amplifiers, rack cases, mixers, and processor

Phase one of the project to be completed on or before December 3rd, 2013. The installation must be coordinated with the facility (so as not to interfere with scheduled events).

Phase two of the project will be let for bid and awarded at a later date.

Bid Specification Objectives:

- Loudspeaker Equipment
- Amplification
- System Processing
- Rigging Hardware
- Cabling
- Equipment Racks
- Digital Console
- Wireless Network
- Electrical Installation
- System Installation
- Existing Equipment Demo

Objective Overviews

1. Loudspeaker Equipment

- a. Loudspeaker equipment to include the following products from the Yorkville VTC Line. Four versions of all systems to be used. Installation version or any substitutions of equipment will not be accepted. Array configurations and locations will be provided by Ford Park staff at the time of installation.

Loudspeaker equipment should be the following systems and quantities:

- i. Yorkville VTC EL210T – qty16
- ii. Yorkville VTC ELS212T – qty4
- iii. Yorkville VTC ELB8 – qty4

- b. System design concept to be modular\portable- built in the following array configurations to provide coverage for full house, half house, house in round, and house sideways events. All arrays configurations will not be usable until the completion of Phase II.

Array configurations to be:

- i. Full House
 - 1. Two main arrays of 16 EL210Ts
 - 2. Two sub arrays of 4 ELS212Ts
- ii. Half house – two configurations
 - 1. Two main arrays of 16 EL210Ts
 - 2. Two sub arrays of 4 ELS212Ts

Or

 - 3. Four arrays of 8 EL210Ts with 2 ELS212Ts
- iii. House In Round
 - 1. South array of 8 EL210Ts with 2 ELS212Ts
 - 2. North array of 8 EL210Ts with 2 ELS212Ts
 - 3. West array 1 of 4 EL210Ts with 1 ELS212Ts
 - 4. West array 2 of 4 EL210Ts with 1 ELS212Ts
 - 5. East array 1 of 4 EL210Ts with 1 ELS212Ts
 - 6. East array 2 of 4 EL210Ts with 1 ELS212Ts
- iv. House Sideways
 - 1. Four arrays of 8 EL210Ts with 2 ELS212Ts

2. Amplification

- a. Equipment amplification to be provided by Yorkville Sound. Amplifier quantities are built for bi-amp configurations with no less than a 4ohm load per channel. Amplifiers to be provided and installed into equipment racks provided by contractor. All amplifiers will be labeled according to corresponding loudspeakers. Contractor should rack, wire, and group amplifiers into groups coinciding with the following base array configuration. That group should be one amp for subs 1&2, and four amps for boxes 1-8 HI\MID. These group configurations should be repeated four times. The following amplifiers are to be provided and installed as part of Phase I. No substitutions will be accepted.
 - i. Yorkville AP-4K – qty10

3. System Processing

- a. System processing to be two part processing chain- main house and loudspeaker processors. House processor will serve as routing point for Console Left\Right\Front Fill and Floor Left\Right\SUB\Front Fill signal control, and will be provided as part of Phase II. Contractor is responsible for providing and installing all cabling from console to house processor. Contractor is responsible for providing and installing drive snake for floor inputs. Drive snake configuration discussed in Cabling Objective. Loudspeaker processor to serve as system management and manufacture preset processing. Loudspeaker processor to be configured with latest Yorkville VTC presets for the AP-4k amplifier and VTC loudspeakers. House processor will be assigned presets for system management. Preset building to be built and configured by contractor. All presets must be saved externally and provided to Ford Park staff via USB jump drive. No substitutions will be accepted. House processor to be located in control booth using existing equipment rack. Loudspeaker processors to be located in amplifier equipment racks provided by contractor.
 - i. Yorkville DLMS4080 – qty1

4. Rigging Hardware

- a. The object of the rigging hardware is to provide a flexible solution for suspending the speaker systems in multiple locations throughout the arena. The speaker systems will be suspended from one point using one Columbus McKinnon-ET 1ton chain motors. This gives the venue the ability to remove or re-hang the speaker systems as needed. Contractor is responsible for providing and installing a complete chain motor rigging system to include the following rigging hardware. Contractor must completely configure new chain motors for safe equipment operation. Safe operation to include rigging chain lubricated to manufacture specifications, electric chain brakes set for reverse operation, chain limits switches set for 60' chain length. No substitutions will be accepted. Contractor should note, that rigging hardware will be provide in stages as per Phase I and Phase II. Phase I should include the following equipment.
 - i. 1 Motion Labs 4channel dual twist motor control – enclosed in a steel liner
 - ii. 4 dual twist power and control motor cables. Cable lengths must reach from motor control, across catwalk, to speaker system position, and down to floor. Cables must be made of SJOOW type cabling and be no less than 14awg per conductor.
 - iii. 1 Motion Labs 8channel remote handset
 - iv. 1 Motion Labs remote extension cable – must reach across catwalk and down to floor for rigging as need.
 - v. All steel wire rope slings and shackles to prep 4 positions to suspend speaker system. Slings and shackles must be fly rated equipment and must maintain 5:1 safety weight rating. 4 positions must include 1 point per position. Positions will be identified by Ford Park staff

5. Cabling

- a. System cabling to be two part – speaker cables and drive\processing cabling. All speaker cabling will be installed in a manner that the cabling can be moved around the venue as needed. Speaker cabling to be black rubber jacketed cable. No installation grade cable will be accepted. Speaker cable configuration to provide no more than two EL210 speaker enclosures per amp channel (in bi-amp configuration), and one ELS212 sub per amp channel. Cabling must keep a consistent 4ohm load through the distribution scheme and may not add more than .5ohms of resistance due to cable length. All speaker cable to be provided and installed by contractor in the following manner. Drive snake will provide as part of Phase II. No substitutions will be accepted.
 - i. 2RU Rack panel in amplifier racks to provide mass pin disconnects. Panel must be custom stenciled to identify connector and its coordinating amp channel and speaker enclosure. No stick on labels will be accepted. Stenciling to identify rack panel and mass pin connectors as Left Panel (A-array, B-array) and Right Panel (A-array, B-array). Panels to provide cabling fan-out, which should be routed around amplifier racks and attached to appropriate amplifier channels. Fan-out cables to be attached to amplifiers with latching speakon connectors. No banana or bare wire connections will be accepted.
 - ii. Speaker cabling to be composed of 13awg multi conductor rubberized speaker cable. Speaker cable trunks to route from amp rack mass pin panel across catwalk, ceiling, and down to speaker system array. Lengths must be determined by contractor and must reach any point from catwalk, through ceiling, to floor.
 - iii. Speaker cable trunks to be broken out using mass pin breakouts to 4pin speaker fan-outs. Fan outs to be labeled and protected with clear heat-shrink so that they identify the coordinating amp channel and speaker enclosure. Fan-outs must be rubberized jacketed cabling and be no less than 13awg cable conductors. Breakout wiring must be built with a sealed metal enclosure. Contractor cannot cut and fan out speaker cable trunks with heat shrink or electrical tape.

6. Equipment Racks

- a. Equipment racks to be from Middle Atlantic racks solutions. Racks to be installed in ceiling catwalk. Racks must be secured to catwalks in a solid mechanical method. 3 sides must be accessible at all time. All unused rack spaces must be filled with blank rack panels. Racks must be black in color. Contractor to provide and install equipment racks as follows. Final rack locations will be approved by Ford Park staff. No substitutions will be accepted.
 - i. Left rack - 27space, 20inches deep, and with rear door option
 - ii. Right rack - 27space, 20inches deep, and with rear door option
 - iii. Motor control rack - 21space, 20inches deep, and with rear door option
 - iv. Blank rack panels – as needed

7. Electrical Installation

- a. All electrical work to be included in contractor bid. Electrical expense should include the addition of the following new circuits and demo of the old existing circuits; including piping and wiring. Contractor is responsible for supplying and installing all electrical hardware. All new electrical equipment must be installed in accordance with current electrical codes and be performed by a licensed electrical installer. All new electrical service to be installed in a permanent design scheme and cannot contain SOOW or "temporary" electrical power outlets. No substitutions will be accepted. Bid is to include the following new circuits:
 - i. 14 - 20amp 120v circuits. Circuits to be hard-piped to amp racks, through rigid conduit, and terminated in 1900 box, with standard edison receptacles. 2 of the 14 circuits will be terminated in 1900 box, with standard quad edison receptacles. No flexible conduit will be accepted, and absolutely no SOOW cabling can be used. Amps to be attached to circuits in following configuration:
 - 1. 8 circuits for HI\MID amps
 - 2. 4 circuits for sub amps.
 - 3. 2 quad circuits for processing equipment
 - ii. All 14 new circuits to be landed in equipment racks – located on rear left side. Conduit and 1900 boxes to be attached to equipment racks in a secure manner.
 - iii. 1 – 30amp 3-phase circuit. Circuit to be hard-piped to rigging rack through rigid conduit and terminated into 1900 box with Hubbell 2810 (NEMA L21-30R) receptacle.
 - iv. All circuits to be from sound power breaker cabinet located in catwalk.

8. System Installation

- a. Contractor is responsible for all installation expense to include labor, freight and shipping cost, and training. System will be installed and be a 100% functioning sound system before project is agreed to be completed. Contractor is responsible for proving as built drawings to Ford Park staff and provide training on system operation as need.

9. Existing Equipment Demo

- a. Contractor is responsible for removing all existing sound system equipment. Equipment will include all cabling, amp racks, speaker system, fly brackets, any and all rigging hardware. NOTE... existing sound system cannot be removed until the new speaker system is 100% operational. Approval to start the demo process must be obtained by Ford Park staff. Once demo is completed equipment must be transported to storage location identified by Ford Park staff. Contractor is responsible for transporting equipment as needed. Contractor should note, East and West wing speakers will be removed as part of Phase I demo process.



Estimate

Date	Estimate #
12/5/2017	5433

1195 South Major Dr.
Beaumont, TX 77707
P - 409.866.8845

Name / Address

JEFFERSON COUNTY COURT
1149 PEARL STREET
BEAUMONT, TEXAS 77701

			Rep
			GK
Qty	Item	Description	Total
		Yorkville Sound Install	
16	VTC EL210T	Line Array Elements 2x10-Inch / 2x1-Inch Paraline lens, Synergy Horn full range line array enclosure - Touring version	34,500.00
2	VTC ELB16	High capacity aluminum bumper suited for full Elevation Series system.	1,918.80
8	VTC EL208D4	EL208 Dolly board. Holds 4 units.	3,000.00
4	VTC ELS212T	Low Frequency Control 2 x 12-Inch Tapped Horn Subwoofer - Touring version	8,200.00
4	VTC ELS212D2	ELS 212t Dolly Board	1,677.60
1	VTC DLMS4080	Amplifiers and Processor Digital Loudspeaker Management System - 4 in x 8 out full system DSP based controller w/ PC based GUI, front panel parameter control, USB, Ethernet and RS-232 connectivity.	999.00
10	Yorkville AP4K	Capable of delivering 1800 watts per channel into either a 2 or 4 ohm load, Yorkville Sound's new AudioPro AP4K uses proven Class-H technology and advanced protection circuitry to provide unmatched long term reliability in the field.	9,800.00
1	DBX DRIVE RACK 4820	4800 w/ blank front panel	2,499.00
1	Soundcraft SI Expression 1	Mixing Console Digital console with 16 on board mic pre amps and 14 mix outputs. Can be controlled with an iPad via a wireless network connection. (iPad NOT included)	1,120.00
4	Misc. Hardware	Rigging Materials Chain Motor with double hook hang	8,000.00
1	Misc. Hardware	Rigging Materials	400.00
1	Misc. Hardware	Wifi	150.00
800	HORIZON WIRE SPEAKER8	Connectors and Wire 12 gauge 8 conductor.	1,660.80
6	HORIZON CONNECTOR NL8FC	8 Pole neutrik connector	74.04
Subtotal			
Sales Tax (0.0%)			
Total			



Estimate

Date	Estimate #
12/5/2017	5433

1195 South Major Dr.
Beaumont, TX 77707
P - 409.866.8845

Name / Address
JEFFERSON COUNTY COURT 1149 PEARL STREET BEAUMONT, TEXAS 77701

			Rep
			GK
Qty	Item	Description	Total
3	HORIZON CABLE H12-100N2N2	100' 2 cond neutrik-neutrik speaker cable	207.00
435	WE 227	12 gauge 2 cond speaker wire	304.50
6	HORIZON CONNECTOR NL4FX	4 cond neutrik plug.	57.00
1	MSC Labor	Labor for Installation	4,750.00
1	Freight	Shipping and Handling - This is an estimate of the shipping cost. If the cost of shipping is more than what is on the estimate, it will be added to the invoice to the customer. This is not a profit center for MSC Systems. This is charging the customer what it cost to get product here.	876.00
1	MSC 90 days	The equipment prices in this bid are good for 90 days, after this time any price increases will be added to the total of the estimate.	0.00
1	MSC Design	MSC Systems expressly reserves the common law copyrights, intellectual property rights, and other property rights affiliated with this design/estimate/diagram/drawing. The information is not to be altered, or copied in any manner whatsoever. The information is not intended for the purpose of bidding. The information is not to be assigned to any third party without expressed written consent from MSC Systems.	0.00
1	MSC Conduit/Raceway Disclaimer	All audio/video conduit/raceway needed to install this system is to be supplied and installed by the customer not MSC Systems.	0.00

Subtotal \$80,193.74

Sales Tax (0.0%) \$0.00

Total \$80,193.74

MSC Systems

Bid No: 17-041/JD

RECEIVED 10:10 PM DEC 05 2017

Bidder Information Form

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

Bid Name & Number: (IFB 17-041/JW), Ford Park Arena Public Address/Sound System
for Jefferson County (Phase II)

Bidder's Company/Business Name: Sweet Southern Sound

Bidder's TAX ID Number: 45-2138186

Contact Person: Clinton Hill **Title:** Owner - President

Phone Number (with area code): 409-242-0422

Alternate Phone Number if available (with area code): n/a

Fax Number (with area code): 409-242-5542

Email Address: n/a

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

PO box 5854

Beaumont, Tx 77726

City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

We acknowledge receipt of the following amendment(s): n/a, n/a, n/a, n/a.

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

Sweet Southern Sound
Company Name

PO Box 5854
Address

Beaumont, Tx 77726
City State Zip

[Signature]
Signature of Person Authorized to Sign

Clinton Hill
Printed Name

Owner - President
Title

For clarification of this offer, contact:

Clinton Hill
Name

409-242-0422
Phone Fax

n/a
E-mail

Bidder Shall Return Completed Form with Offer.

Bid Form

Using this form, each Bidder must state its proposed charges. **Each Bidder's charges must include the entire cost of providing the services identified in this IFB.**

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

Phase II - Lump Sum Bid	\$ <u>79,675.</u> <u>00</u>
--------------------------------	-----------------------------

Additional Bid Requirement: Bidder **MUST** provide an itemized list of all materials and equipment, and indicate the brand/model and product numbers to be used for this project.

BRAND REFERENCE: References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach Two (2) Copies of the Manufacturer Specifications for any alternate at the time of the bid. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

Acknowledgment of Addenda (if any):

Addendum 1 <u>N/A</u>	Date Received _____
Addendum 2 <u>N/A</u>	Date Received _____
Addendum 3 <u>N/A</u>	Date Received _____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Beaumont Independent School District
 Address: 3395 Harrison Ave Beaumont, Tx 77706
 Contact Person and Title: Javed Parnel
 Phone: 409-617-5089 Fax: _____
 Email Address: _____ Contract Period: as per bid
 Scope of Work: New Audio System upgrades

REFERENCE TWO

Government/Company Name: Discow Beaumont - City of Beaumont
 Address: 701 Main Street Beaumont, Tx 77701
 Contact Person and Title: Shan Hookkinson
 Phone: 409-838-3435 Fax: _____
 Email Address: _____ Contract Period: as per bid
 Scope of Work: Audio system upgrades and service

REFERENCE THREE

Government/Company Name: The Anchor Church
 Address: 6655 Highway 105 Beaumont, Tx 77708
 Contact Person and Title: Jonathan Green
 Phone: 409-899-1190 Fax: _____
 Email Address: _____ Contract Period: as per bid
 Scope of Work: New Audio, video, and lighting systems

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

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

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

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

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

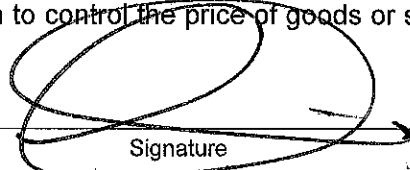
Sweet Southern Sound
Bidder (Entity Name)

PO Box 5854
Street & Mailing Address

Beaumont, Tx 77726
City, State & Zip

409-242-0422
Telephone Number

n/a
E-mail Address


Signature

Clinton Hill
Print Name

12/1/17
Date Signed

n/a
Fax Number

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</div>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;"><u>Sweet Southern Sound</u></p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: 0.8em;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; font-size: 1.2em;"><u>n/a</u></p> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p> <p style="font-size: 0.8em;">This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> <div style="border-top: 1px solid black; width: 100%;"></div> <p style="font-size: 0.8em;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%; text-align: right;"> <p style="font-size: 1.2em; margin-bottom: 5px;"><u>12/1/17</u></p> <div style="border-top: 1px solid black; width: 100%;"></div> <p style="font-size: 0.8em;">Date</p> </div> </div>		

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer

Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<p style="text-align: center;">OFFICE USE ONLY</p> <p>Date Received _____</p>
1	<p>Name of Local Government Officer</p> <p style="text-align: center; font-size: 1.5em;">N/A</p>	
2	<p>Office Held</p> <p style="text-align: center; font-size: 1.5em;">N/A</p>	
3	<p>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p> <p style="text-align: center; font-size: 1.5em;">N/A</p>	
4	<p>Description of the nature and extent of employment or other business relationship with vendor named in item 3</p> <p style="text-align: center; font-size: 1.5em;">N/A</p>	
5	<p>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	
6	<p>AFFIDAVIT</p> <p style="text-align: center;">I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: right; margin-right: 100px;">_____ Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.</p> <p style="margin-top: 20px;"> _____ Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath </p>	

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

☐ Yes ☒ No

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

Did the Prime Contractor/Consultant . . .

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

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

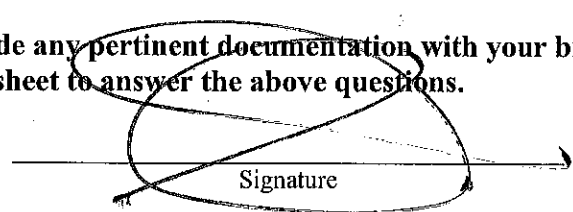
If necessary, please use a separate sheet to answer the above questions.

Clinton Hill

Printed Name of Authorized Representative

owner - President

Title



Signature

12/1/17

Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

☐ Yes ☒ No

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

Contractor Name: Sweet Sather Sand HUB: p Yes p ☒ No

Address: PO Box 5854 Deamant Tx 77726
Street City State Zip

Phone (with area code): 409-242-0422 Fax (with area code): _____

Project Title & No.: 1FB 17-041/JW

Prime Contract Amount: \$ 79,675-

HUB Subcontractor Name: N/A.

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street	City	State	Zip

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

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

Description of Subcontract Work to be Performed:

Clinton Hill
Printed Name of Contractor Representative

Signature of Representative

12/1/17
Date

Printed Name of HUB

Signature of Representative _____

Date _____

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

☐ Yes ☒ No

Prime Contractor: Sweet Southern Sound HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): _____

Address: Po Box 5854 Beaumont Tx 77726
Street City State Zip

Phone (with area code): 409-246-0422 Fax (with area code): _____

Project Title & No.: Phase 11 IFB/RFP No.: 17-041/JW

Total Contract: \$ 79,675.00 Total HUB Subcontract(s): \$ _____

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: W/A

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: N/A.

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street	City	State	Zip
--------	------	-------	-----

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: U/A

HUB Status (Gender & Ethnicity):

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

Address: _____

Street	City	State	Zip
--------	------	-------	-----

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):

☒ Other: No subcontractors needed

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☒ No

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

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: V/A

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: N/A.

Address: _____

Street	City	State	Zip
--------	------	-------	-----

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: N/A

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

Subcontractor Name: W/A.

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): Clinton Hill

Title: Chris P. Smith

Signature:

Date: 12/1/19

E-mail address: _____

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

Name (print or type): Chen Hui

Title: anna - president

Date: 12/1/17

E-mail address:

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.
- ☐ I certify that Sweet Southern Sound [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- ☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	45-2138186
Company Name submitting bid/proposal:	Sweet Southern Sound
Mailing address:	PO Box 5854 Beaumont, Tx 77626
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
	N/A. Business Rents Property

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared CLINTON HILL, who
(name)

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

"I, CLINTON HILL am a duly authorized officer of/agent
(name)
for SWEET SOUTHERN SOUND and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said SWEET SOUTHERN SOUND.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

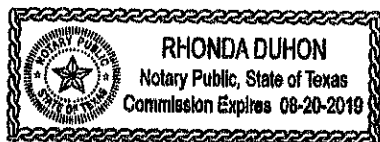
Name and address of bidder: Sweet Southern Sound
PO Box 5854 Brownsville, TX 77726

Fax: A/A Telephone# 409-242-0922
by: Clinton Hill Title: owner - resident
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named
CLINTON HILL on

this the 4 day of December, 2017.



Rhonda Duhon
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

Sweet Southern Sound
PO Box 5854
Beaumont, TX 77726
(409)2420422

Estimate



SWEET SOUTHERN SOUND
Professional Sound | Lighting | Video

ADDRESS

Jefferson County, Texas
Jefferson County Auditors Office
1149 Pearl Street, 7th Floor
Beaumont, TX 77701

ESTIMATE

2537

DATE

12/04/2017

JOB NAME

House Sound Phase 2

DESCRIPTION	QTY	RATE	AMOUNT
Yorkville VTC EL210T. Dual 10inch two-way line array element. tour version	16	2,178.10	34,849.60
Yorkville VTC ELS212T. 2x12inch tapped horn subwoofer- tour version	4	2,057.35	8,229.40
Workville VTC ELB16. Fly bar for VTC array enclosures	2	909.72	1,819.44
Yorkville DLMS 4x8 system processor	1	978.89	978.89
Yorkville VTC Sub dolly for x2 subs	4	394.76	1,579.04
Yorkville VTC dolly for x4 enclosures	8	328.26	2,626.08
Yorkville AP-4K 1800watt 2 channel amplifier	10	986.25	9,862.50
Soundcraft 24 channel digital console	1	875.00	875.00
DBX DriveRack	1	2,250.00	2,250.00
3phase 1ton Chain motor w/ double hook bag	4	1,750.00	7,000.00
RapcoHorizon NL8 to dual NL4 breakout	3	85.23	255.69
Rapco Horizon 13/4 speaker cable with NL4 Speakons @ 2feet	6	39.75	238.50
Proco\Rapco 13awg 8 conductor speaker cable - black	750	1.99	1,492.50
8pin cable mount speakon connector	6	13.15	78.90
RapcoHorizon 10/2 NI4 to NI4 speaker cable @ 150ft	3	322.90	968.70
West Penn 227. 12/2 stranded speaker wire.	1	435.00	435.00
Neutrik 4 Pin cbl mt Speak-On SPX	6	6.96	41.76
Misc rigging materials and wifi equipment as per spec	1	374.00	374.00
Installation of new speaker cabling	8	130.00	1,040.00
Installation of new amps	12	130.00	1,560.00
Installation of new speaker systems	24	130.00	3,120.00

Sweet Southern Sound requires a 50% non-refundable deposit before any equipment or services are guaranteed. In cases of event productions the remaining balance is due 2 weeks before the event date. No returns after 10days. Returns are subject to a 30% restocking fee. Estimate and pricing is valid for 10days from quote date.

TOTAL

\$79,675.00

Accepted By

Accepted Date

Sweet Southern Sound requires a 50% non-refundable deposit before any equipment or services are guaranteed. In cases of event productions the remaining balance is due 2 weeks before the event date. No returns after 10days. Returns are subject to a 30% restocking fee. Estimate and pricing is valid for 10days from quote date.

Sweet Southern Sound
PO Box 5854
Beaumont, TX 77726
(409)2420422

Estimate



SWEET SOUTHERN SOUND

Professional Sound | Lighting | Video

ADDRESS

Jefferson County, Texas
Jefferson County Auditors Office
1149 Pearl Street, 7th Floor
Beaumont, TX 77701

ESTIMATE #	DATE
2537	12/04/2017

JOB NAME

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Yorkville VTC Sub dolly for x2 subs	4	394.76	1,579.04
Yorkville VTC dolly for x4 enclosures	8	328.26	2,626.08
Yorkville AP-4K 1800watt 2 channel amplifier	10	986.25	9,862.50
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TOTAL

\$79,675.00

Accepted By

Accepted Date

Ship Notification

Sold-to Address

 SWEET SOUTHERN SOUND
 PO BOX 5854
 BEAUMONT, TEXAS 77726 USA

Ship-to Address

 Sweet Southern Sound
 11095A EASTEX FREEWAY
 BEAUMONT, TEXAS 77708 USA

Bill-to Address

 SWEET SOUTHERN SOUND
 PO BOX 5854
 BEAUMONT, TEXAS 77726 USA

Information on Delivery 82868695
Carrier/Service: UPS / UPS Ground
Tracking Number: 1Z5575800399736375
Document Date: 12/04/2017
Customer PO: 1861
Sales Order Number: 1674930
Sales Order Date: 11/30/2017
Forwarding Agent: UPS

Item	Material	Quantity	Price Currency	Price Unit	Amount
30	CMA395 ANGLED CEILING ADAPTER Purchase Order No: 1861	7.00 / EA	34.80 / USD	1 / EA	243.60
Total Net Price					243.60
Standard Shipping Costs					0
Total					243.60

Sweet Southern Sound

PO Box 5854
 Beaumont, TX 77726
 (409)2420422

**SWEET SOUTHERN SOUND**

Professional Sound | Lighting | Video

Purchase Order

VENDOR

Harman Professional, Inc.
 PO Box 4438
 Church Street Station
 New York, New York 10261-4438

SHIP TO

Sweet Southern Sound
 11095A Eastex Frwy
 Beaumont, TX 77708

P.O. NO. 1853**DATE** 11/14/2017**SHIP VIA**

ground

CUSTOMER

Life Challenge

DESCRIPTION	QTY	RATE	AMOUNT
Soundcraft Pro:VI2000 Vi2000-48 Standard Config, 48 analog mic/line local inputs, 16 Local output jacks	1	13,557.50	13,557.50
Soundcraft Pro:VISB 48x16 Cat5 Soundcraft VISB 48:16 C5	1	4,806.25	4,806.25
Soundcraft Pro:RS2409SP Soundcraft RS2409SP. Cat5 Madi card for VI1 control surface	1	428.80	428.80
*** Pricing approved by Tom Der per Stan Thomas**** 15% Competing Discount		1.00	

Please confirm receipt of PO to
 clint.hill@sweetsouthernsound.com

TOTAL**\$18,792.55**

Approved By _____

Date _____

IFB 17-041/JW

Ford Park Public Address Phase II



SWEET SOUTHERN SOUND
Professional Sound | Lighting | Video

RECEIVED 10-14-17 10:00 AM

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): n/a, n/a, n/a, n/a.

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

Sweet Southern Sound
Company Name

PO Box 5854
Address

Beaumont, Tx 77726
City State Zip

[Signature]
Signature of Person Authorized to Sign

Clinton Hill
Printed Name

Owner - President
Title

For clarification of this offer, contact:

Clinton Hill
Name

409-242-0422
Phone Fax

n/a
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

93

Invitation for Bid (IFB 17-041/JW) Ford Park Arena Public Address/Sound System for Jefferson County (Phase II)

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

This contract shall henceforth be referred to as Contract No. 17-041/JW, Ford Park Arena Public Address/Sound System for Jefferson County (Phase II). The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

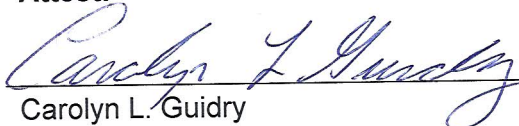
Countersigned:



Jeff R. Branick
County Judge

December 11, 2017
Date

Attest:



Carolyn L. Guidry
County Clerk





JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE

Advertisement for Invitation for Bids

November 6, 2017

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 17-041/JW, Ford Park Arena Public Address/Sound System for Jefferson County (Phase II). **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us/Purchasing/main.htm> or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (located on the 5th Floor of the Jefferson County Historic Courthouse) at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Ford Park Arena Public Address/Sound System
for Jefferson County (Phase II)

BID NO: IFB 17-041/JW

DUE DATE/TIME: 11:00 AM CDT, Tuesday, December 5, 2017

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

There will be a Mandatory Pre-Bid Conference and Walk-Through at 10:00 AM CDT on Thursday, November 16, 2017 at the Ford Park Arena, 5115 IH10 South, Beaumont, Texas 77705.

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us. Bidders may submit technical questions to: Danny Broussard, Director of Operations for Ford Park Entertainment Complex at 409-951-5425, or Danny.Broussard@comcastspectacor.com

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – November 8, 2017 & November 15, 2017

IFB 17-041/JW
Ford Park Arena Public Address/Sound System
for Jefferson County (Phase II)

Bids due: 11:00 AM CDT, Tuesday, December 5, 2017

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

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

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

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

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

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

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

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

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

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

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

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

5. Signatures

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

6. County Holidays – 2017:

January 16	Monday	Martin Luther King, Jr. Day
February 20	Monday	President's Day
April 14	Friday	Good Friday
May 29	Monday	Memorial Day
July 4	Tuesday	Independence Day
September 4	Monday	Labor Day
November 10	Friday	Veteran's Day
November 23 & 24	Thursday & Friday	Thanksgiving
December 25 & 26	Monday & Tuesday	Christmas
January 1, 2018	Monday	New Year's

7. Rejection or Withdrawal

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

8. Emergency/Declared Disaster Requirements

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

9. Award

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

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and

guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

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

10. Contract

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

11. Waiver of Subrogation

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

12. Fiscal Funding

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

13. Bid Results

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

14. Changes and Addenda to Bid Documents

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

15. Specifications

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

16. Delivery

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

17. Interpretation of Bid and/or Contract Documents

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

18. Currency

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

19. Pricing

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

20. Notice to Proceed/Purchase Order

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

21. Certification

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

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

22. Definitions

"County" – Jefferson County, Texas.

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

23. Minority-Women Business Enterprise Participation

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

General Conditions of Bidding and Terms of Contract

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

1. Bidding

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will

be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

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

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

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

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

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

1.20 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include

maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

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

4.6 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

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

4.8 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.9 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.10 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.11 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.12 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>.

The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

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

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

M. ACCESS TO RECORDS

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

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

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

N. SEAL, LOGO AND FLAGS

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

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

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

P. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

Bidder is responsible for submitting one (1) original bid copy to include a completed copy of this specifications packet in its entirety; and Two (2) numbered bid copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

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

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

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

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

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

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

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

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

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

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

4. Multiple Vendor Award

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

5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. Payment

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

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

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

7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

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

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

Minimum Insurance Requirements

Public Liability, including Products & Completed Operations	\$1,000,000
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Excess Liability	\$1,000,000
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Property Insurance (policy below that is applicable to this project):

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (see attached)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly

with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Assistant Purchasing Agent (e-mail: jwest@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number (IFB 17-041/JW).

BRAND REFERENCE

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

Bidders may submit bids on alternates, but must attach Two (2) Copies of the Manufacturer Specifications for any alternate at the time of the bid. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

INTRODUCTION

PURPOSE:

To replace existing equipment components (**As Specified for Project Phase II**) within the existing Public Address System/Sound System in the Ford Park Arena for the purpose of obtaining a more comprehensive, superior quality, and flexible configuration sound system.

PROJECT BACKGROUND:

Project Phasing for the full replacement of the Public Address System/Sound System in the Ford Park Arena has been divided into two phases: **Phase I** and **Phase II**.

Phase I of the project was completed in December 2013.

Phase I incorporated already existing equipment (listed below) into the overall system functionality:

1. Currently installed loudspeakers, horns, and subwoofers
2. Connectors, fly ware, and cabling
3. Amplifiers, rack cases, mixers, and processor

For further details regarding Phase I of the project, please find ATTACHMENT A. This attachment includes the original specifications for Phase I of this project.

SCOPE

This Invitation for Bid is for **Phase II** improvements to the existing Public Address System/Sound System for the Ford Park Arena.

Phase II of the full replacement of the Public Address System/Sound System Project at the Ford Park Arena calls for removal of existing equipment components & installation of the following equipment components within the Public Address System/Sound System at the Ford Park Arena:

1. Loudspeaker Equipment

- a. Loudspeaker equipment to include the following products from the Yorkville VTC Line. Four versions of all systems to be used. Installation version or any substitutions of equipment will not be accepted. Array configurations and locations will be provided by Ford Park staff at the time of installation.

Loudspeaker equipment should be the following systems and quantities:

- i. Yorkville VTC EL210T – qty16
 - ii. Yorkville VTC ELS212T – qty4
 - iii. Yorkville VTC EL212D2 – qty4
 - iv. Yorkville VTC EL210D4 – qty8
 - v. Yorkville VTC ELB16 – qty2
- b. System design concept to be modular/portable- built in the following array configurations to provide coverage for full house, half house, house in round, and house sideways events. Phase II loudspeakers will provide equipment quantities needed to complete the arrays configurations from Phase I

2. Amplification

- a. Equipment amplification to be provided by Yorkville Sound. Amplifier quantities are built for bi-amp configurations with no less than a 4ohm load per channel. Amplifiers to be provided and installed into equipment racks provided by contractor. All amplifiers will be labeled according to corresponding loudspeakers. Contractor should rack, wire, and group amplifiers into groups coinciding with the following base array configuration. That group should be one amp for subs 1&2 and four amps for boxes 1-8 HI\MID. These group configurations should be repeated four times. The following amplifiers are to be provided and installed as part of Phase II. No substitutions will be accepted.
 - i. Yorkville AP-4K – qty10

3. System Processing

- a. System processing to be two part processing chain- main house and loudspeaker processors. House processor will serve as routing point for Console Left\Right\Front Fill and Floor Left\Right\SUB\Front Fill signal control, and will be provided as part of Phase II. Contractor is responsible for providing and installing all cabling from console to house processor. Contractor is responsible for providing and installing drive snake for floor inputs. Drive snake configuration discussed in Cabling Objective. Loudspeaker processor to serve as system management and manufacture preset processing. Loudspeaker processor to be configured with latest Yorkville VTC presets for the AP-4k amplifier and VTC loudspeakers. House processor will be assigned presets for system management. Preset building to be built and configured by contractor. All presets must be saved externally and provided to Ford Park staff via USB jump drive. No substitutions will be accepted. House processor to be located in control booth using existing equipment rack. Loudspeaker processors to be located in amplifier equipment racks provided by contractor.
 - i. Yorkville DLMS4080 – qty1
 - ii. DBX DriveRack 4820 – qty1

4. Rigging Hardware

- a. The object of the rigging hardware is to provide a flexible solution for suspending the speaker systems in multiple locations throughout the arena. The speaker systems will be suspended from one point using one Columbus McKinnon-ET 1ton chain motors. This gives the venue the ability to remove or re-hang the speaker systems as needed. Contractor is responsible for providing and installing a complete chain motor rigging system to include the following rigging hardware. Contractor must completely configure new chain motors for safe equipment operation. Safe operation to include rigging chain lubricated to manufacture specifications, electric chain brakes set for reverse operation, chain limits switches set for 60' chain length. No substitutions will be accepted. Contractor should note, that rigging hardware will be provide in stages as per Phase I and Phase II. Phase II should include the following equipment.
 - i. 4 Columbus McKinnon 3phase-1ton chain motors with 60foot chains w/dual twist power and control
 - ii. 4 double hook chain bags with custom Columbus McKinnon brackets
 - iii. Contractor will provide 4 custom rigging attachments. Attachment must be a closed rigging ring bound to two wire rope slings, so that the speaker system bracket is attached via two points. Custom rigging attachments must be fly rated equipment and must maintain 5:1 safety weight rating.

5. Digital Console

- a. Contractor is responsible for proving and installing a new house digital console. Console will be located in the control booth and will serve as local and floor inputs. Outputs will be attached directly to house processor. Final location must be approved by Ford Park Staff. No substitutions will be accepted. Console to be provided:
 - i. Soundcraft Expression 2

6. Wireless Network

- a. Contractor is responsible for providing and installing a professional grade wireless network that will provide wireless coverage throughout the arena and control booth. House processor and digital console must be attached to network, so that Ford Park staff can access processor for wireless app control and digital console for wireless remote operation. Network must include a router, switch, and no less than three access points. Network equipment will be located in control booth. Access points locations to be: 1 in control booth, 2 in area catwalk (1 North and 1 South). Network must be configured to offer DHCP and DNS, so that wireless clients can successfully connect.

7. System Installation

- a. Contractor is responsible for all installation expense to include labor, freight and shipping cost, and training. System will be installed and be a 100% functioning sound system before project is agreed to be completed. Contractor is responsible for proving as built drawings to Ford Park staff and provide training on system operation as need.

8. Existing Equipment Demo

- a. Contractor is responsible for removing all existing sound system equipment. Equipment will include all cabling, amp racks, speaker system, fly brackets, any and all rigging hardware. NOTE... existing sound system cannot be removed until the new speaker system is 100% operational. Approval to start the demo process must be obtained by Ford Park staff. Once demo is completed equipment must be transported to storage location identified by Ford Park staff. Contractor is responsible for transporting equipment as needed. Contractor should note, North and South wing speakers will be removed as part of Phase II demo process.

System Calibration:

Contractor is responsible for completing final system calibration of newly installed equipment. One calibration has been completed during **Phase I** of the project. Another calibration must be performed for **Phase II** of the project. Calibration is to be performed by the loudspeaker/equipment factory engineer only; not an authorized dealer, sales representative, or any third party representing the equipment. Contractor is responsible for all scheduling and coordination of the engineer and calibration process. Contractor is also responsible for any and all expense for the calibration. No substitutions or exceptions will be accepted.

Use of "Bucket Lift":

Phase II of the audio installation at Ford Arena will require an 80' articulated arm "bucket lift". The lift will be provided by Ford Park at no cost to the contractor. The lift schedule must be coordinated one week in advance with Danny Broussard at Ford Park.

BID REQUIREMENT:

Bidder is to provide an itemized list of all materials and equipment, and indicate the brand/model and product numbers to be used for this project.

Bidder Information Form

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

Bid Name & Number: (IFB 17-041/JW), Ford Park Arena Public Address/Sound System for Jefferson County (Phase II)

Bidder's Company/Business Name: Sweet Southern Sound

Bidder's TAX ID Number: 45-2138186

Contact Person: Clinton Hill **Title:** Owner - President

Phone Number (with area code): 409-242-0422

Alternate Phone Number if available (with area code): n/a

Fax Number (with area code): 409-242-5542

Email Address: n/a

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

PO box 5854
 Address
Beaumont, Tx 77726
 City, State, Zip Code

Bid Form

Using this form, each Bidder must state its proposed charges. **Each Bidder's charges must include the entire cost of providing the services identified in this IFB.**

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

Phase II - Lump Sum Bid	\$ <u>79,675.</u> <u>00</u>
--------------------------------	-----------------------------

Additional Bid Requirement: Bidder **MUST** provide an itemized list of all materials and equipment, and indicate the brand/model and product numbers to be used for this project.

BRAND REFERENCE: References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach Two (2) Copies of the Manufacturer Specifications for any alternate at the time of the bid. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

Acknowledgment of Addenda (if any):

Addendum 1	<u>N/A</u>	Date Received _____
Addendum 2	<u>N/A</u>	Date Received _____
Addendum 3	<u>N/A.</u>	Date Received _____

Bidder Shall Return Completed Form with Offer.

Sweet Southern Sound
PO Box 5854
Beaumont, TX 77726
(409)2420422

Estimate



SWEET SOUTHERN SOUND

Professional Sound | Lighting | Video

ADDRESS

Jefferson County, Texas
Jefferson County Auditors Office
1149 Pearl Street, 7th Floor
Beaumont, TX 77701

ESTIMATE

2537

DATE

12/04/2017

JOB NAME

House Sound Phase 2

DESCRIPTION	QTY	RATE	AMOUNT
Yorkville VTC EL210T. Dual 10inch two-way line array element. tour version	16	2,178.10	34,849.60
Yorkville VTC ELS212T. 2x12inch tapped horn subwoofer- tour version	4	2,057.35	8,229.40
Workville VTC ELB16. Fly bar for VTC array enclosures	2	909.72	1,819.44
Yorkville DLMS 4x8 system processor	1	978.89	978.89
Yorkville VTC Sub dolly for x2 subs	4	394.76	1,579.04
Yorkville VTC dolly for x4 enclosures	8	328.26	2,626.08
Yorkville AP-4K 1800watt 2 channel amplifier	10	986.25	9,862.50
Soundcraft 24 channel digital console	1	875.00	875.00
DBX DriveRack	1	2,250.00	2,250.00
3phase 1ton Chain motor w/ double hook bag	4	1,750.00	7,000.00
RapcoHorizon NL8 to dual NL4 breakout	3	85.23	255.69
Rapco Horizon 13/4 speaker cable with NL4 Speakons @ 2feet	6	39.75	238.50
Proco\Rapco 13awg 8 conductor speaker cable - black	750	1.99	1,492.50
8pin cable mount speakon connector	6	13.15	78.90
RapcoHorizon 10/2 NL4 to NL4 speaker cable @ 150ft	3	322.90	968.70
West Penn 227. 12/2 stranded speaker wire.	1	435.00	435.00
Neutrik 4 Pin cbl mt Speak-On SPX	6	6.96	41.76
Misc rigging materials and wifi equipment as per spec	1	374.00	374.00
Installation of new speaker cabling	8	130.00	1,040.00
Installation of new amps	12	130.00	1,560.00
Installation of new speaker systems	24	130.00	3,120.00

Sweet Southern Sound requires a 50% non-refundable deposit before any equipment or services are guaranteed. In cases of event productions the remaining balance is due 2 weeks before the event date. No returns after 10days. Returns are subject to a 30% restocking fee. Estimate and pricing is valid for 10days from quote date.

TOTAL

\$79,675.00

Accepted By

Accepted Date

Sweet Southern Sound
PO Box 5854
Beaumont, TX 77726
(409)2420422

Estimate



SWEET SOUTHERN SOUND
Professional Sound | Lighting | Video

ADDRESS

Jefferson County, Texas
Jefferson County Auditors Office
1149 Pearl Street, 7th Floor
Beaumont, TX 77701

ESTIMATE

2537

DATE

12/04/2017

JOB NAME

House Sound Phase 2

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Yorkville VTC dolly for x4 enclosures	8	328.26	2,626.08
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TOTAL

\$79,675.00

Accepted By

Accepted Date

Sweet Southern Sound requires a 50% non-refundable deposit before any equipment or services are guaranteed. In cases of event productions the remaining balance is due 2 weeks before the event date. No returns after 10days. Returns are subject to a 30% restocking fee. Estimate and pricing is valid for 10days from quote date.

Ship Notification

Sold-to Address SWEET SOUTHERN SOUND PO BOX 5854 BEAUMONT, TEXAS 77726 USA
Ship-to Address Sweet Southern Sound 11095A EASTEX FREEWAY BEAUMONT, TEXAS 77708 USA
Bill-to Address SWEET SOUTHERN SOUND PO BOX 5854 BEAUMONT, TEXAS 77726 USA

Information on Delivery 82868695	
Carrier/Service:	UPS / UPS Ground
Tracking Number:	1Z5575800399736375
Document Date:	12/04/2017
Customer PO:	1861
Sales Order Number:	1674930
Sales Order Date:	11/30/2017
Forwarding Agent:	UPS

Item	Material	Quantity	Price Currency	Price Unit	Amount
30	CMA395	7.00 / EA	34.80 / USD	1 / EA	243.60
	ANGLED CEILING ADAPTER				
	Purchase Order No: 1861				
Total Net Price					243.60
Standard Shipping Costs					0
Total					243.60

Sweet Southern Sound

PO Box 5854
 Beaumont, TX 77726
 (409)2420422

**SWEET SOUTHERN SOUND**

Professional Sound | Lighting | Video

Purchase Order

VENDOR

Harman Professional, Inc.
 PO Box 4438
 Church Street Station
 New York, New York 10261-4438

SHIP TO

Sweet Southern Sound
 11095A Eastex Frwy
 Beaumont, TX 77708

P.O. NO. 1853**DATE** 11/14/2017**SHIP VIA**

ground

CUSTOMER

Life Challenge

DESCRIPTION	QTY	RATE	AMOUNT
Soundcraft Pro:VI2000 Vi2000-48 Standard Config, 48 analog mic/line local inputs, 16 Local output jacks	1	13,557.50	13,557.50
Soundcraft Pro:VISB 48x16 Cat5 Soundcraft ViSB 48:16 C5	1	4,806.25	4,806.25
Soundcraft Pro:RS2409SP Soundcraft RS2409SP. Cat5 Madi card for VI1 control surface	1	428.80	428.80
*** Pricing approved by Tom Der per Stan Thomas**** 15% Competing Discount		1.00	

Please confirm receipt of PO to
 clint.hill@sweetsouthernsound.com

TOTAL**\$18,792.55**

Approved By _____

Date _____

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Beaumont Independent School District
 Address: 3395 Harrison Ave Beaumont, Tx 77706
 Contact Person and Title: Tawad Paine
 Phone: 409-617-5089 Fax: _____
 Email Address: _____ Contract Period: as per bid
 Scope of Work: New Audio System upgrades

REFERENCE TWO

Government/Company Name: Discow Beaumont - City of Beaumont
 Address: 701 Main Street Beaumont, Tx 77701
 Contact Person and Title: Shan Hodgkinson
 Phone: 409-838-3435 Fax: _____
 Email Address: _____ Contract Period: as per bid
 Scope of Work: Audio system upgrades and service

REFERENCE THREE

Government/Company Name: The Anchor Church
 Address: 6655 Highway 105 Beaumont, Tx 77708
 Contact Person and Title: Jonathan Green
 Phone: 409-899-1190 Fax: _____
 Email Address: _____ Contract Period: as per bid
 Scope of Work: New Audio, video, and lighting systems

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

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

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

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

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Sweet Southern Sound

Bidder (Entity Name)

PO Box 5854

Street & Mailing Address

Deerwood, Tx 77226

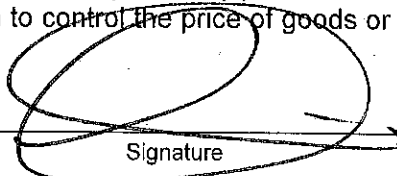
City, State & Zip

409-242-0422

Telephone Number

n/a

E-mail Address



Signature

Clinton Hill

Print Name

12/1/17

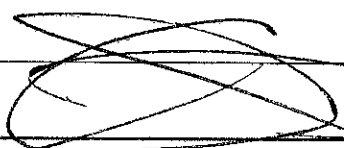
Date Signed

n/a

Fax Number

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY Date Received:
1 Name of vendor who has a business relationship with local governmental entity. <div style="text-align: center; font-family: cursive; font-size: 1.2em;">Sweet Southern Sound</div>		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information in this section is being disclosed. <div style="text-align: center; font-family: cursive; font-size: 1.2em;">n/a</div> <div style="text-align: center; font-size: 0.8em;">Name of Officer</div> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> <div style="text-align: center; font-family: cursive; font-size: 1.5em; margin-top: 20px;">  </div>		
4 Signature of vendor doing business with the governmental entity		Date: 12/1/17

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer

Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Date Received</div>
1	Name of Local Government Officer <div style="text-align: center; font-size: 1.5em; margin-top: 10px;">N/A</div>	
2	Office Held <div style="text-align: center; font-size: 1.5em; margin-top: 10px;">N/A</div>	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code <div style="text-align: center; font-size: 1.5em; margin-top: 10px;">N/A</div>	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3 <div style="text-align: center; font-size: 1.5em; margin-top: 10px;">N/A</div>	
5	List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B). <div style="margin-top: 10px;"> Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ </div> <div style="text-align: center; margin-top: 10px;">(attach additional forms as necessary)</div>	
6	<div style="border: 1px solid black; padding: 10px;"> AFFIDAVIT <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <div style="text-align: right; margin-top: 20px;"> _____ Signature of Local Government Officer </div> <div style="margin-top: 20px;"> AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office. </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>Signature of officer administering oath</div> <div>Printed name of officer administering oath</div> <div>Title of officer administering oath</div> </div> </div>	

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

☐ Yes ☒ No

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

Did the Prime Contractor/Consultant . . .

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

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

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

Clinton Hill

Printed Name of Authorized Representative

owner - Resident

Title

Signature

12/1/17

Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: Sweet Sattler Sand HUB: p Yes p ☒ No

Address: PO Box 5854 Beaumont Tx 77726

Street City State Zip

Phone (with area code): 409-242-0422 Fax (with area code): _____

Project Title & No.: 1PB 17-041/JW

Prime Contract Amount: \$ 79,675-

HUB Subcontractor Name: N/A.

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street	City	State	Zip

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

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

Description of Subcontract Work to be Performed: _____

Clinton Hill
Printed Name of Contractor Representative

Signature of Representative

Date _____

Printed Name of HUB

Signature of Representative

Date _____

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

☐ Yes ☒ No

Prime Contractor: Sweet Southern Sound HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): _____

Address: Po Box 5854 Beaumont Tx 77726
Street City State Zip

Phone (with area/code): 409-246-2422 Fax (with area code): _____

Project Title & No.: Phase II IFB/RFP No.: 17-041/JW

Total Contract: \$ 79,675.00 Total HUB Subcontract(s): \$ _____

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: W/A

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: N/A.

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street	City	State	Zip
--------	------	-------	-----

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: U/A

HUB Status (Gender & Ethnicity):

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

Address: _____

Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
☐ HUBs were solicited but did not respond.
☐ HUBs solicited were not competitive.
☐ HUBs were unavailable for the following trade(s):
☒ Other: No subcontractors needed

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☒ No

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

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: V/A

Address: _____

Street	City	State	Zip
--------	------	-------	-----

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: N/A.

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: N/A

Address: _____

Street	City	State	Zip
--------	------	-------	-----

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: W/A.

Address:

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): Clinton Hill

Title: Owner - President

Signature: 

Date: 12/1/17

E-mail address: _____

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

Name (print or type): Clint Hill

Title: Anna - President

Date: 12/1/17

E-mail address:

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.
- ☐ I certify that Sweet Southern Sound [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- ☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	45-2138186
Company Name submitting bid/proposal:	Sweet Southern Sound
Mailing address:	10 Box 5854 Beaumont, Tx 77726
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
	N/A. Business Rents Property

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared CLINTON HILL, who
(name)

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

"I, CLINTON HILL am a duly authorized officer of/agent
(name)
for SWEET SOUTHERN SOUND and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said SWEET SOUTHERN SOUND.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

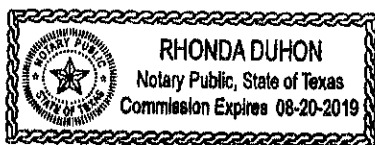
Name and address of bidder: Sweet Southern Sound
PO Box 5854 Brownsville, TX 77726

Fax: N/A Telephone# 409-242-0422
by: Clinton Hill Title: owner - President
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named
CLINTON HILL on

this the 4 day of December, 2017.



Rhonda Duhon
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

ATTACHMENT A

Phase I Bid Specifications (For Informational Purposes)

Ford Park Arena House Public Address/Sound System Specifications

Purpose:

To replace the existing Public Address System in the Arena with a more comprehensive, superior quality, and flexible configuration sound system.

Project Phasing:

The project will be scalable and divided into two phases. The completion of Phase one must include a fully functioning audio system with enough coverage to facilitate the arena in a 360 degree orientation. In addition to the listed equipment in the IFB specifications below, Phase one must incorporate the following existing equipment into overall system functionality:

4. Currently installed loudspeakers, horns, and subwoofers
5. Connectors, fly ware, and cabling
6. Amplifiers, rack cases, mixers, and processor

Phase one of the project to be completed on or before December 3rd, 2013. The installation must be coordinated with the facility (so as not to interfere with scheduled events).

Phase two of the project will be let for bid and awarded at a later date.

Bid Specification Objectives:

- Loudspeaker Equipment
- Amplification
- System Processing
- Rigging Hardware
- Cabling
- Equipment Racks
- Digital Console
- Wireless Network
- Electrical Installation
- System Installation
- Existing Equipment Demo

Objective Overviews

1. Loudspeaker Equipment

- a. Loudspeaker equipment to include the following products from the Yorkville VTC Line. Four versions of all systems to be used. Installation version or any substitutions of equipment will not be accepted. Array configurations and locations will be provided by Ford Park staff at the time of installation.

Loudspeaker equipment should be the following systems and quantities:

- i. Yorkville VTC EL210T – qty16
- ii. Yorkville VTC ELS212T – qty4
- iii. Yorkville VTC ELB8 – qty4

- b. System design concept to be modular\portable- built in the following array configurations to provide coverage for full house, half house, house in round, and house sideways events. All arrays configurations will not be usable until the completion of Phase II.

Array configurations to be:

- i. Full House
 - 1. Two main arrays of 16 EL210Ts
 - 2. Two sub arrays of 4 ELS212Ts
- ii. Half house – two configurations
 - 1. Two main arrays of 16 EL210Ts
 - 2. Two sub arrays of 4 ELS212Ts

Or

 - 3. Four arrays of 8 EL210Ts with 2 ELS212Ts
- iii. House in Round
 - 1. South array of 8 EL210Ts with 2 ELS212Ts
 - 2. North array of 8 EL210Ts with 2 ELS212Ts
 - 3. West array 1 of 4 EL210Ts with 1 ELS212Ts
 - 4. West array 2 of 4 EL210Ts with 1 ELS212Ts
 - 5. East array 1 of 4 EL210Ts with 1 ELS212Ts
 - 6. East array 2 of 4 EL210Ts with 1 ELS212Ts
- iv. House Sideways
 - 1. Four arrays of 8 EL210Ts with 2 ELS212Ts

2. Amplification

- a. Equipment amplification to be provided by Yorkville Sound. Amplifier quantities are built for bi-amp configurations with no less than a 4ohm load per channel. Amplifiers to be provided and installed into equipment racks provided by contractor. All amplifiers will be labeled according to corresponding loudspeakers. Contractor should rack, wire, and group amplifiers into groups coinciding with the following base array configuration. That group should be one amp for subs 1&2 and four amps for boxes 1-8 HI\MID. These group configurations should be repeated four times. The following amplifiers are to be provided and installed as part of Phase I. No substitutions will be accepted.
 - i. Yorkville AP-4K – qty10

3. System Processing

- a. System processing to be two part processing chain- main house and loudspeaker processors. House processor will serve as routing point for Console Left\Right\Front Fill and Floor Left\Right\SUB\Front Fill signal control, and will be provided as part of Phase II. Contractor is responsible for providing and installing all cabling from console to house processor. Contractor is responsible for providing and installing drive snake for floor inputs. Drive snake configuration discussed in Cabling Objective. Loudspeaker processor to serve as system management and manufacture preset processing. Loudspeaker processor to be configured with latest Yorkville VTC presets for the AP-4k amplifier and VTC loudspeakers. House processor will be assigned presets for system management. Preset building to be built and configured by contractor. All presets must be saved externally and provided to Ford Park staff via USB jump drive. No substitutions will be accepted. House processor to be located in control booth using existing equipment rack. Loudspeaker processors to be located in amplifier equipment racks provided by contractor.
 - i. Yorkville DLMS4080 – qty1

4. Rigging Hardware

- a. The object of the rigging hardware is to provide a flexible solution for suspending the speaker systems in multiple locations throughout the arena. The speaker systems will be suspended from one point using one Columbus McKinnon-ET 1ton chain motors. This gives the venue the ability to remove or re-hang the speaker systems as needed. Contractor is responsible for providing and installing a complete chain motor rigging system to include the following rigging hardware. Contractor must completely configure new chain motors for safe equipment operation. Safe operation to include rigging chain lubricated to manufacture specifications, electric chain brakes set for reverse operation, chain limits switches set for 60' chain length. No substitutions will be accepted. Contractor should note, that rigging hardware will be provide in stages as per Phase I and Phase II. Phase I should include the following equipment.
 - i. 1 Motion Labs 4channel dual twist motor control – enclosed in a steel liner
 - ii. 4 dual twist power and control motor cables. Cable lengths must reach from motor control, across catwalk, to speaker system position, and down to floor. Cables must be made of SJOOW type cabling and be no less than 14awg per conductor.
 - iii. 1 Motion Labs 8channel remote handset
 - iv. 1 Motion Labs remote extension cable – must reach across catwalk and down to floor for rigging as need.
 - v. All steel wire rope slings and shackles to prep 4 positions to suspend speaker system. Slings and shackles must be fly rated equipment and must maintain 5:1 safety weight rating. 4 positions must include 1 point per position. Positions will be identified by Ford Park staff

5. Cabling

- a. System cabling to be two part – speaker cables and drive\processing cabling. All speaker cabling will be installed in a manner that the cabling can be moved around the venue as needed. Speaker cabling to be black rubber jacketed cable. No installation grade cable will be accepted. Speaker cable configuration to provide no more than two EL210 speaker enclosures per amp channel (in bi-amp configuration), and one ELS212 sub per amp channel. Cabling must keep a consistent 4ohm load through the distribution scheme and may not add more than .5ohms of resistance due to cable length. All speaker cable to be provided and installed by contractor in the following manner. Drive snake will provide as part of Phase II. No substitutions will be accepted.
 - i. 2RU Rack panel in amplifier racks to provide mass pin disconnects. Panel must be custom stenciled to identify connector and its coordinating amp channel and speaker enclosure. No stick on labels will be accepted. Stenciling to identify rack panel and mass pin connectors as Left Panel (A-array, B-array) and Right Panel (A-array, B-array). Panels to provide cabling fan-out, which should be routed around amplifier racks and attached to appropriate amplifier channels. Fan-out cables to be attached to amplifiers with latching speakon connectors. No banana or bare wire connections will be accepted.
 - ii. Speaker cabling to be composed of 13awg multi conductor rubberized speaker cable. Speaker cable trunks to route from amp rack mass pin panel across catwalk, ceiling, and down to speaker system array. Lengths must be determined by contractor and must reach any point from catwalk, through ceiling, to floor.
 - iii. Speaker cable trunks to be broken out using mass pin breakouts to 4pin speaker fan-outs. Fan outs to be labeled and protected with clear heat-shrink so that they identify the coordinating amp channel and speaker enclosure. Fan-outs must be rubberized jacketed cabling and be no less than 13awg cable conductors. Breakout wiring must be built with a sealed metal enclosure. Contractor cannot cut and fan out speaker cable trunks with heat shrink or electrical tape.

6. Equipment Racks

- a. Equipment racks to be from Middle Atlantic racks solutions. Racks to be installed in ceiling catwalk. Racks must be secured to catwalks in a solid mechanical method. 3 sides must be accessible at all time. All unused rack spaces must be filled with blank rack panels. Racks must be black in color. Contractor to provide and install equipment racks as follows. Final rack locations will be approved by Ford Park staff. No substitutions will be accepted.
 - i. Left rack - 27space, 20inches deep, and with rear door option
 - ii. Right rack - 27space, 20inches deep, and with rear door option
 - iii. Motor control rack - 21space, 20inches deep, and with rear door option
 - iv. Blank rack panels – as needed

7. Electrical installation

- a. All electrical work to be included in contractor bid. Electrical expense should include the addition of the following new circuits and demo of the old existing circuits; including piping and wiring. Contractor is responsible for supplying and installing all electrical hardware. All new electrical equipment must be installed in accordance with current electrical codes and be performed by a licensed electrical installer. All new electrical service to be installed in a permanent design scheme and cannot contain SOOW or "temporary" electrical power outlets. No substitutions will be accepted. Bid is to include the following new circuits:
 - i. 14 - 20amp 120v circuits. Circuits to be hard-piped to amp racks, through rigid conduit, and terminated in 1900 box, with standard edison receptacles. 2 of the 14 circuits will be terminated in 1900 box, with standard quad edison receptacles. No flexible conduit will be accepted, and absolutely no SOOW cabling can be used. Amps to be attached to circuits in following configuration:
 - 1. 8 circuits for HI\MID amps
 - 2. 4 circuits for sub amps.
 - 3. 2 quad circuits for processing equipment
 - ii. All 14 new circuits to be landed in equipment racks – located on rear left side. Conduit and 1900 boxes to be attached to equipment racks in a secure manner.
 - iii. 1 – 30amp 3-phase circuit. Circuit to be hard-piped to rigging rack through rigid conduit and terminated into 1900 box with Hubbell 2810 (NEMA L21-30R) receptacle.
 - iv. All circuits to be from sound power breaker cabinet located in catwalk.

8. System Installation

- a. Contractor is responsible for all installation expense to include labor, freight and shipping cost, and training. System will be installed and be a 100% functioning sound system before project is agreed to be completed. Contractor is responsible for proving as built drawings to Ford Park staff and provide training on system operation as need.

9. Existing Equipment Demo

- a. Contractor is responsible for removing all existing sound system equipment. Equipment will include all cabling, amp racks, speaker system, fly brackets, any and all rigging hardware. NOTE... existing sound system cannot be removed until the new speaker system is 100% operational. Approval to start the demo process must be obtained by Ford Park staff. Once demo is completed equipment must be transported to storage location identified by Ford Park staff. Contractor is responsible for transporting equipment as needed. Contractor should note, East and West wing speakers will be removed as part of Phase I demo process.



**Lexis Advance® Subscription Amendment for State/Local
Government
(Existing Subscriber Version)**

"Subscriber" Name: Jefferson County Court at Law 1
Account Number: 1000DOAQ
"LN": LexisNexis, a division of RELX Inc.

1. Amendment

This Amendment ("Amendment") amends and supplements the terms of the Lexis Advance Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at www.lexisnexis.com/terms/general.

2. Certification

2.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	1
---	---

2.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. Up to 3 ID's will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4 If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

- (i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis Advance Product and Charges

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis Advance® product offering described below. The term of Subscriber's commitment for the Lexis Advance product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.3 below (the "Committed Term"). Subscriber may not terminate this Amendment under Section 5.2 of the General Terms during the Committed Term. In addition, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination. Upon the expiration of the Committed Term, all access to and use of Lexis Advance by Subscriber will be billed in accordance with the applicable then-current Price Schedule.

Lexis Advance Content & Features		
Product	SKU Number	Number of Users
TX Enhanced	1011586	
USCS	1011069	

TX Jury Instructions	1011497	
News	1010610	
National Primary Enhanced	1011511	
All Law Reviews	1010857	
TX Transaction Guide: Legal Forms	1010483	
Dorsaneo, TX Litigation Guide	1010135	
TX Civil Practice Analytical	1011328	
Moore's Federal Practice - Civil	1010336	
Moore's Federal Practice - Criminal	1010337	
<input type="checkbox"/> See attached Rider No. 1 for additional Content & Features		

3.2 During the Term, the premium features Shepard's Graphical and Research Map will be included at no additional charge.

3.3 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
3/1/2018 - 2/28/2019	\$69.00

3.4 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Advance Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

Subscriber elects access to the Alternate Materials

(Initial)

3.5 Use of Lexis Advance under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).

3.6 LN may temporarily suspend access to Lexis Advance until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

6. SUPPORT AND TRAINING

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis Advance through:

- (a) Mandatory basic training in the use of Lexis Advance by LN for all Authorized Users;
- (b) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;


- (c) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (d) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

7. Miscellaneous


This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis Advance or by signing below.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber: Jefferson County Court at Law 1	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	Jeff R. Branick
Job Title:	Jefferson County
Date:	December 11, 2017

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]	
Authorized Signature:	
Name:	Josh Roslan
Job Title:	Pricing Analyst
Date:	12-5-17



ATTEST
DATE


12/17/17



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

145

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

CONTRACT EXTENSION REQUEST

November 16, 2017

Citywide ATM
10661 Rockley Road
Houston TX 77099
Attention: Mr. Tony Ali

Re: (RFP 12-032/JW), Re-Bid for Term Contract for Automated Teller Machines (ATM) Installation and Operation for Jefferson County

Dear Mr. Ali:

Please be advised the above-referenced contract for Jefferson County will expire on **January 23, 2018**. It is requested that your company extend your current contract for an additional sixty (60) days, expiring March 24, 2018, until a new award may be finalized by Jefferson County Commissioners' Court.

Please sign the acknowledgment below to indicate your agreement and return to our office by Monday, November 27, 2017. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

DC: ys

Price Extension Received and Accepted:

11/27/2017

Date

Project Number: RFP 12-032/JW

Contractor:

Citywide ATM

Signature:

Print Name and Title:

Rick Ali Owner



ATTEST:

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff R. Branick, County Judge



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
 ©Texas Association of REALTORS®, Inc. 2016

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Jefferson County Texas

Address: 1149 Pearl Street, 1st Floor, Beaumont, TX 77701

Phone: (409)835-8593

E-mail: jwest@co.jefferson.tx.us

Fax: (409)835-8456

Other: _____

Buyer: Saiyad Ali

Address: 4260 Highway 365, Apt. 206, Port Arthur, TX 77642

Phone: (409)225-1137

E-mail: saiyad1967@yahoo.com

Fax: _____

Other: _____

2. **PROPERTY:**

- A. "Property" means that real property situated in Jefferson County, Texas at 17.97 acres on Viterbo Road (address) and that is legally described on the attached Exhibit A or as follows:

- B. Seller will sell and convey the Property together with:

- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
- (3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. **SALES PRICE:**

- A. At or before closing, Buyer will pay the following sales price for the Property:

(1) Cash portion payable by Buyer at closing \$ 280,000.00

(2) Sum of all financing described in Paragraph 4 \$ _____

(3) Sales price (sum of 3A(1) and 3A(2)) \$ 280,000.00

Commercial Contract - Unimproved Property concerning 17.97 acres on Viterbo Road**B. Adjustment to Sales Price:** (Check (1) or (2) only.)☒ (1) The sales price will not be adjusted based on a survey.☐ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ _____ per:

☐ (i) square foot of ☐ total area ☐ net area.☐ (ii) acre of ☐ total area ☐ net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

☐ (i) public roadways;☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and☐ (iii) _____.

(c) If the sales price is adjusted by more than _____ % of the stated sales price, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:☐ A. **Third Party Financing:** One or more third party loans in the total amount of \$ _____.

This contract:

☐ (1) is not contingent upon Buyer obtaining third party financing.☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).☐ B. **Assumption:** In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.☐ C. **Seller Financing:** The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of \$ _____.**5. EARNEST MONEY:**A. Not later than 3 days after the effective date, Buyer must deposit \$ **\$3,000.00** as earnest money with **Texas Regional Title Company** (title company) at **7675 Folsom, Bldg 100 Beaumont, TX 77706** (address) **Molly Mallet** (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:

☐ (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or☐ (ii) _____.

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

Commercial Contract - Unimproved Property concerning 17.97 acres on Viterbo Road

- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- ☒ (a) will not be amended or deleted from the title policy.
- ☐ (b) will be amended to read "shortages in areas" at the expense of ☐ Buyer ☐ Seller.
- (3) Within 20 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 10 days after the effective date:

- ☐ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (insert amount) of the cost of the survey at closing, if closing occurs.
- ☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- ☒ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, ~~Seller~~ ^{Buyer}, at ~~Seller's~~ ^{Buyer's} expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to ~~Buyer~~ ^{Buyer} and the title company within 20 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for ~~Seller~~ ^{Buyer} to deliver an acceptable survey within the time required. ~~Buyer will reimburse Seller~~ ^{Seller} _____ (insert amount) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

- (1) Within 5 days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies,

Commercial Contract - Unimproved Property concerning 17.97 acres on Viterbo Road

Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

- A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: _____

- B. Feasibility Period: Buyer may terminate this contract for any reason within 20 days after the effective date (feasibility period) by providing Seller written notice of termination. *(Check only one box.)*

- ☒ (1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

- ☐ (2) Not later than 3 days after the effective date, Buyer must pay Seller \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

- C. Inspections, Studies, or Assessments:

- (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.
- (2) Buyer must:
- (a) employ only trained and qualified inspectors and assessors;
 - (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
 - (c) abide by any reasonable entry rules or requirements of Seller;
 - (d) not interfere with existing operations or occupants of the Property; and
 - (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

Commercial Contract - Unimproved Property concerning 17.97 acres on Viterbo Road

- (3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

- (1) Delivery of Property Information: Within _____ days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*

- ☐ (a) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- ☐ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- ☐ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- ☐ (d) copies property tax statements for the Property for the previous 2 calendar years;
- ☐ (e) plats of the Property;
- ☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
- ☐ (g) _____

- (2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- ☐ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- ☐ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and
- ☐ (c) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

- E. Contracts Affecting Operations:** Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:

- A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any advance sums paid by a tenant under any lease;
- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and

Commercial Contract - Unimproved Property concerning 17.97 acres on Viterbo Road

(5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: KenWheel, Inc. dba Wheeler

Commercial

Agent: Erica C. Goss

Address: 470 Orleans Street, 12th FL

Beaumont, TX 77701

Phone & Fax: (409)899-3300 (409)899-3301

E-mail: egoss@wheeler-commercial.com

License No.: 579943

Cooperating Broker: _____

Agent: _____

Address: _____

Phone & Fax: _____

E-mail: _____

License No.: _____

Principal Broker: (Check only one box.)

- ☒ represents Seller only.
☐ represents Buyer only.
☐ is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 13 only if (1) is selected.)

☐ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

☒ (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:

☒ 4.000 % of the sales price.

Cooperating Broker a total cash fee of:

☐ _____ % of the sales price.

The cash fees will be paid in Jefferson County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

Commercial Contract - Unimproved Property concerning 17.97 acres on Viterbo Road**10. CLOSING:**

A. The date of the closing of the sale (closing date) will be on or before the later of:

(1) ☒ 7 days after the expiration of the feasibility period.☐ _____ (specific date).☐

(2) 7 days after objections made under Paragraph 6C have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

C. At closing, Seller will execute and deliver, at Seller's expense, a ☐ general ☒ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:

(1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;

(2) without any assumed loans in default; and

(3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:

(1) tax statements showing no delinquent taxes on the Property;

(2) an assignment of all leases to or on the Property;

(3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;

(4) evidence that the person executing this contract is legally capable and authorized to bind Seller;

(5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and

(6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.

E. At closing, Buyer will:

(1) pay the sales price in good funds acceptable to the title company;

(2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;

(3) sign and send to each tenant in a lease for any part of the Property a written statement that:

(a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and

(b) specifies the exact dollar amount of the security deposit;

(4) sign an assumption of all leases then in effect; and

(5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

Commercial Contract - Unimproved Property concerning 17.97 acres on Viterbo Road

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

13. SALES EXPENSES:

- A. Seller's Expenses: Seller will pay for the following at or before closing:
- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
 - (2) release of Seller's loan liability, if applicable;
 - (3) tax statements or certificates;
 - (4) preparation of the deed;
 - (5) one-half of any escrow fee;
 - (6) costs to record any documents to cure title objections that Seller must cure; and
 - (7) other expenses that Seller will pay under other provisions of this contract.
- B. Buyer's Expenses: Buyer will pay for the following at or before closing:
- (1) all loan expenses and fees;
 - (2) preparation of any deed of trust;
 - (3) recording fees for the deed and any deed of trust;
 - (4) premiums for flood insurance as may be required by Buyer's lender;
 - (5) one-half of any escrow fee;
 - (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

- A. Prorations:
- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
 - (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
 - (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.
- B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.
- C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

Commercial Contract - Unimproved Property concerning 17.97 acres on Viterbo Road**15. DEFAULT:**

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or
(Check if applicable)
- ☒ enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
- (1) Seller and the sales price will be reduced by the same amount; or
 - (2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.**18. ESCROW:**

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.

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- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

- ☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).
- ☒ B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- ☐ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- ☐ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas.

Commercial Contract - Unimproved Property concerning 17.97 acres on Viterbo Road

If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.

- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: *(Check all that apply.)*
- ☒ (1) Property Description Exhibit identified in Paragraph 2;
 - ☐ (2) Commercial Contract Financing Addendum (TAR-1931);
 - ☐ (3) Commercial Property Condition Statement (TAR-1408);
 - ☐ (4) Commercial Contract Addendum for Special Provisions (TAR-1940);
 - ☐ (5) Notice to Purchaser of Real Property in a Water District (MUD);
 - ☐ (6) Addendum for Coastal Area Property (TAR-1915);
 - ☐ (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
 - ☒ (8) Information About Brokerage Services (TAR-2501); and
 - ☒ (9) **DD6**

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)

- E. Buyer ☐ may ☒ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

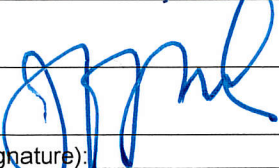
- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

Commercial Contract - Unimproved Property concerning 17.97 acres on Viterbo Road

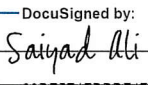
- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract.
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- 26. CONTRACT AS OFFER:** The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on _____, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT** your attorney **BEFORE** signing.

Seller: Jefferson County TexasBuyer: Saiyad Ali

By: 
 By (signature): _____
 Printed Name: Jeff R. Branick
 Title: County Judge

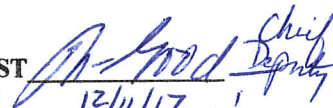
By: _____
 By (signature): _____
 Printed Name: _____
 Title: _____

By: _____
 By (signature): 
 Printed Name: Saiyad Ali
 Title: _____
 10/18/2017 | 12:29 CDT

By: _____
 By (signature): _____
 Printed Name: _____
 Title: _____



ATTEST
 DATE 12/11/17


 Chief Deputy

Commercial Contract -Unimproved Property concerning 17.97 acres on Viterbo Road**AGREEMENT BETWEEN BROKERS***(use only if Paragraph 9B(1) is effective)*

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

☐ \$ _____, or
☐ _____ % of the sales price, or
☐ _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____

Cooperating Broker: _____

By: _____

By: _____

ATTORNEYS

Seller's attorney: _____

Buyer's attorney: _____

Address: _____

Address: _____

Phone & Fax: _____

Phone & Fax: _____

E-mail: _____

E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:

- ☐ the title company sends to Seller.
☐ Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

- ☐ the title company sends to Buyer.
☐ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- ☐ A. the contract on this day _____ (effective date);
☐ B. earnest money in the amount of \$ _____ in the form of _____ on _____.

Title company: _____

Address: _____

By: _____

Phone & Fax: _____

Assigned file number (GF#): _____

E-mail: _____

EXHIBIT A

Tract 1-A out of:

TRACT 1-A and 1-B

24.61 (CALLED 24.440) ACRES OF LAND OUT OF BLOCK 18, RANGE "M"

PORT ARTHUR LAND COMPANY SUBDIVISION IN THE WILLIAM McFADDIN SURVEY,
SECTION NO. 4, ABSTRACT NO. 420, JEFFERSON COUNTY, TEXAS

BEING 24.61 (Called 24.440) acres of land out of and a part of Lots 1, 2, 3 & 7, Block 18, Range "M", Port Arthur Land Company Subdivision of the William McFaddin Survey, Section No. 4, Abstract No. 420, recorded in Volume 1, Page 22, Map Records, Jefferson County, Texas; being the same tract of land conveyed to Jefferson County, Texas, recorded in Volume 1753, Page 146, Deed Records, Jefferson County, Texas; said 24.61 acre tract being more fully described by metes and bounds as follows, to wit:

BEGINNING at a ½" steel rod, capped and marked "SOUTEX", set on the North right of way line of a dedicated road named Viterbo Road; said ½" steel rod being the Southwest corner of a (Called 42.47) acre tract of land conveyed to Third Coast Equity, LLC, recorded in File No. 2015007896, Official Public Records, Jefferson County, Texas; having a State Plane Coordinate of N: 13926442.72, E: 3540803.94;

THENCE, South 36 deg., 39 min., 32 sec., West (Called South 40 deg., 17 min., 00 sec., West), on the North right of way line of said Viterbo Road, a distance of 1626.10' to a 5/8" steel rod found on the East line of a 100' wide Southern Pacific Railroad right of way; said 5/8" steel rod being the Southwest corner of the herein described tract;

THENCE, North 30 deg., 56 min., 44 sec., West (Called North 27 deg., 10 min., 00 sec., West), on the East line of said Southern Pacific Railroad right of way, a distance of 1410.16' (Called 1410.46') to a ½" steel rod, capped and marked "MARK WHITELEY", found for the Southwest corner of a (Called 30.6127) acre tract of land conveyed to Valero Partners Lucas, LLC, recorded in File No. 2013039467, Official Public Records, Jefferson County, Texas; said ½" steel rod being the Northwest corner of the herein described tract;

THENCE, North 86 deg., 47 min., 34 sec., East (Called North 89 deg., 44 min., 00 sec., East), a distance of 900.96' passing a 5/8" steel rod found for the Southwest corner of the (Called 42.47) acre tract, same being the Southeast corner of a (Called 10.499) acre tract of land conveyed to Building Materials Investment Corp., recorded in File No. 2007006475, Official Public Records, Jefferson County, Texas; continuing for a total distance of 1698.66' to the POINT OF BEGINNING and containing 24.61 acres of land, more or less.

DS
SA



11/2/2015



Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any coincidental information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

KenWheeler, Inc. dba Wheeler Commercial	579943	lwheeler@wheeler-commercial.com	(409)899-3300
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Lee Y. Wheeler, III	467055	lwheeler@wheeler-commercial.com	(409)899-3300
Designated Broker of Firm	License No.	Email	Phone
Lee Y. Wheeler, III	467055	lwheeler@wheeler-commercial.com	(409)899-3300
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Erica C. Goss	623539	egoss@wheeler-commercial.com	(409)899-3300
Sales Agent/Associate's Name	License No.	Email	Phone

10/18/2017 | 12:29 CDT

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

Wheeler Commercial, 470 Orleans Street, 12th Floor Beaumont, TX 77701
Erica Goss

Phone: 409-899-3300

Fax: 409-899-3301

IABS 1-0 Date

17.97 AC Viterbo -

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

NOTICE TO PURCHASER

The real property, described below, which you are about to purchase is located in the Jefferson County Drainage District No. 7. The District has taxing authority separate from any other taxing authority, and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the most recent rate of taxes levied by the District on real property located in the District is \$0.165305 on each \$100.00 of assessed evaluation. The total amount of bonds which has been approved by the voters and which have been or may, at this date, be issued is \$0.00, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the District and payable in whole or in part from property taxes is \$0.00. The District has \$19,480,000 in aggregate principal amount of maintenance notes which are payable from any lawfully available funds of the District, including the proceeds of maintenance taxes.

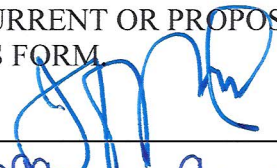
The District is located, in part, in the cities of Port Arthur, Nederland, Groves, and Port Neches, Texas, and their extraterritorial jurisdictions.

The purpose of this District is to provide drainage and flood control facilities and services within the District through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the District. The legal description of the property you are acquiring is as follows:

See Exhibit "A" attached hereto and incorporated herein for all purposes.

PURCHASERS ARE ADVISED THAT THE INFORMATION ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASERS ARE ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM

Date: 12/11/17

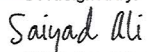


Jefferson County

"Sellers"

The undersigned purchasers hereby acknowledge receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

Date: 10/18/2017 | 12:29 CDT

DocuSigned by:


89BF5717DBBF47D...

"Purchasers"



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

Date: December 6, 2017

Re: Disposal of Salvage Property

Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY
December 11, 2017

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
AUDITING			
<i>contact person: Fran Lee</i>	CANON CP1250 CALCULATOR		28204
CONSTABLE PCT. 6	BROWN OFFICE CHAIR		
CONSTABLE PCT. 6	MAHOGANY OFFICE CHAIR		
<i>contact person: Samantha Redeaux</i>			
DISTRICT ATTORNEY	SHREDDER		33662
DISTRICT ATTORNEY	BROWN FOLDING TABLE		12433
DISTRICT ATTORNEY	TAN CHAIR W/WOODEN FRAME		12011
DISTRICT ATTORNEY	GRAY CHAIR		1420
DISTRICT ATTORNEY	MAROON CHAIR W/WOODEN FRAME		12272
<i>contact person: Dan'na Vincent</i>			
PURCHASING	HP OFFICEJET PRINTER	CN33B3RHBFB	
<i>contact person: Sylvia Moore</i>			
ROAD & BRIDGE #1	BROTHER FAX MACHINE		36816
ROAD & BRIDGE #1	PANASONIC FAX MACHINE		10187
<i>contact person: Ann Shorts</i>			

Approved by Commissioners' Court:

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET TRANSFER
DATE: DECEMBER 6, 2017

The following FY 2017 budget transfer for General Services is necessary for additional funding to replenish the Liability Fund.

120-1024-416-5040	Liability Insurance	\$600,000
120-0000-491-8001	Transfer out - Airport	\$600,000

PGM: GMCOMMV2	DATE 12-11-2017	AMOUNT	CHECK NO.	PAGE: 1 165 TOTAL
JURY FUND				
TRI-CITY COFFEE SERVICE	117.05	441005		
DAWN DONUTS	45.50	441170		
				162.55**
ROAD & BRIDGE PCT.#1				
SPIDLE & SPIDLE	3,156.45	440919		
UNITED STATES POSTAL SERVICE	.67	441043		
HERRERA'S EMERGENCY LIGHTING	800.00	441063		
DE LAGE LANDEN PUBLIC FINANCE	70.00	441119		
ADVANCE AUTO PARTS	492.07	441133		
BK INDUSTRIAL SOLUTIONS LLC	77.87	441160		
CINTAS CORPORATION	112.38	441175		
KINSEL TOYOTA/SCION	697.77	441192		
				5,407.21**
ROAD & BRIDGE PCT.#2				
CHEMAX CORP.	257.55	440935		
ENTERGY	594.63	440951		
MUNRO'S	40.00	440971		
OFFICE DEPOT	117.94	440975		
RITTER @ HOME	46.54	440983		
VULCAN MATERIALS CO.	5,336.88	441008		
CDW COMPUTER CENTERS, INC.	97.60	441023		
DE LAGE LANDEN PUBLIC FINANCE	90.00	441119		
MEMBER'S BUILDING MAINTENANCE LLC	149.50	441140		
				6,730.64**
ROAD & BRIDGE PCT. # 3				
BEAUMONT ENTERPRISE	163.78	440944		
ENTERGY	426.76	440951		
MUNRO'S	23.40	440971		
AT&T	73.23	440991		
TRIANGLE ENGINE DIST.	36.46	441004		
W. JEFFERSON COUNTY M.W.D.	27.14	441010		
SOUTHERN TIRE MART, LLC	387.90	441017		
BILL WILLIAMS	200.00	441087		
DE LAGE LANDEN PUBLIC FINANCE	140.00	441119		
GCR TIRES & SERVICE	94.00	441150		
				1,572.67**
ROAD & BRIDGE PCT.#4				
ENTERGY	13.25	440951		
T. JOHNSON INDUSTRIES, INC.	6.25	440962		
M&D SUPPLY	67.75	440967		
MUNRO'S	70.63	440971		
W. JEFFERSON COUNTY M.W.D.	73.37	441010		
MCKESSON MEDICAL-SURGICAL INC	198.24	441024		
UNITED STATES POSTAL SERVICE	.40	441043		
DE LAGE LANDEN PUBLIC FINANCE	229.79	441119		
SAM'S CLUB DIRECT	154.86	441130		
NATIONAL PEN CO LLC	165.92	441137		
MARTIN MARIEETA MATERIALS	574.14	441166		
CINTAS CORPORATION	147.10	441175		
TRINITY VALLEY TRACTORS INC	56.14	441181		
				1,361.36**
ENGINEERING FUND				
UNITED STATES POSTAL SERVICE	5.16	441043		
DE LAGE LANDEN PUBLIC FINANCE	460.94	441119		
				466.10**
PARKS & RECREATION				
CITY OF PORT ARTHUR - WATER DEPT.	67.86	440937		
W. JEFFERSON COUNTY M.W.D.	54.28	441010		
LOWE'S HOME CENTERS, INC.	11.39	441055		
				133.53**
GENERAL FUND				
REAUD MORGAN & QUINN LLP	288.00	441096		
				288.00*
TAX OFFICE				

PGM: GMCOMMV2	DATE 12-11-2017	PAGE: 2
NAME	AMOUNT	CHECK NO. TOTAL
OFFICE DEPOT	1,417.44	440975
ACE IMAGEWEAR	20.74	440988
SOUTHEAST TEXAS WATER	268.00	440989
AT&T	107.88	440991
UNITED STATES POSTAL SERVICE	1,311.35	441043
UNITED STATES POSTAL SERVICE	1.38	441044
DE LAGE LANDEN PUBLIC FINANCE	370.00	441119
COUNTY HUMAN RESOURCES		3,496.79*
PINNACLE EMPLOYEE TESTING	45.00	440978
PRE CHECK, INC.	298.75	441027
UNITED STATES POSTAL SERVICE	2.42	441043
DE LAGE LANDEN PUBLIC FINANCE	70.00	441119
AUDITOR'S OFFICE		416.17*
OFFICE DEPOT	201.30	440975
SOUTHEAST TEXAS WATER	59.90	440990
UNITED STATES POSTAL SERVICE	15.23	441043
JEFFERSON COUNTY CREDIT CARDS	40.00	441108
DE LAGE LANDEN PUBLIC FINANCE	70.00	441119
COUNTY CLERK		386.43*
UNITED STATES POSTAL SERVICE	360.09	441043
UNITED STATES POSTAL SERVICE	32.97	441044
DE LAGE LANDEN PUBLIC FINANCE	1,052.82	441119
COUNTY JUDGE		1,445.88*
LAIRON DOWDEN, JR.	500.00	440940
CATHERINE BRUNEY	500.00	440956
OFFICE DEPOT	105.81	440975
UNITED STATES POSTAL SERVICE	.40	441043
KIMBERLY PHELAN, P.C.	500.00	441077
HUBERT OXFORD IV	500.00	441093
REAUD MORGAN & QUINN LLP	500.00	441096
JEFFERSON COUNTY CREDIT CARDS	43.29	441108
DE LAGE LANDEN PUBLIC FINANCE	70.00	441119
JAN GIROUARD & ASSOCIATES LLC	1,000.00	441174
ELIZABETH MCKIM	500.00	441183
TEXAS ASSOCIATION OF COUNTIES	200.00	441197
RISK MANAGEMENT		4,419.50*
UNITED STATES POSTAL SERVICE	1.21	441043
DE LAGE LANDEN PUBLIC FINANCE	70.00	441119
COUNTY TREASURER		71.21*
CASH ADVANCE ACCOUNT	122.49	440960
OFFICE DEPOT	68.43	440975
UNITED STATES POSTAL SERVICE	169.67	441043
LEXISNEXIS- ACCURINT	118.45	441105
DE LAGE LANDEN PUBLIC FINANCE	331.89	441119
PRINTING DEPARTMENT		810.93*
OLMSTED-KIRK PAPER	624.31	440976
DE LAGE LANDEN PUBLIC FINANCE	1,200.00	441119
PURCHASING DEPARTMENT		1,824.31*
BEAUMONT ENTERPRISE	1,329.00	440943
CASH ADVANCE ACCOUNT	631.62	440960
PORT ARTHUR NEWS, INC.	698.40	440979
UNITED STATES POSTAL SERVICE	123.32	441043
DE LAGE LANDEN PUBLIC FINANCE	70.00	441119
GENERAL SERVICES		2,852.34*
CASH ADVANCE ACCOUNT	55.00	440960

PGM: GMCOMMV2	DATE 12-11-2017	PAGE: 3 167 TOTAL
NAME	AMOUNT	CHECK NO.
OLMSTED-KIRK PAPER	1,977.50	440976
HOBBY LOBBY	75.65	441013
INTERFACE EAP	1,381.05	441015
ADVANCED STAFFING	58.50	441020
VERIZON WIRELESS	303.92	441038
MCGRIFF, SEIBELS & WILLIAMS OF TX	185.00	441062
JEFFERSON COUNTY CREDIT CARDS	10.29	441108
ROCHESTER ARMORED CAR CO INC	3,888.69	441111
PATTILLO BROWN & HILL LLP	14,500.00	441122
SAM'S CLUB DIRECT	119.16	441130
SPOK INC	3.00	441151
VECTOR SECURITY	74.00	441188
		22,631.76*
DATA PROCESSING		
CDW COMPUTER CENTERS, INC.	10,588.66	441023
TODD L. FREDERICK	296.92	441047
LEXISNEXIS- ACCURINT	118.45	441105
JEFFERSON COUNTY CREDIT CARDS	1,060.43	441108
DE LAGE LANDEN PUBLIC FINANCE	70.00	441119
SPOK INC	12.08	441151
		12,146.54*
VOTERS REGISTRATION DEPT		
UNITED STATES POSTAL SERVICE	140.05	441043
DE LAGE LANDEN PUBLIC FINANCE	70.00	441119
		210.05*
ELECTIONS DEPARTMENT		
A-1 TINT & ACCESSORIES	454.00	440917
ULINE SHIPPING SUPPLY SPECIALI	428.62	441006
DE LAGE LANDEN PUBLIC FINANCE	271.65	441119
		1,154.27*
DISTRICT ATTORNEY		
RANDI A. KING	109.14	440963
OFFICE DEPOT	105.16	440975
TDCAA BOOK ORDERS	50.00	440995
TEXAS DISTRICT & COUNTY ATTY ASSN.	200.00	440998
CDW COMPUTER CENTERS, INC.	489.24	441023
UNITED STATES POSTAL SERVICE	76.22	441043
MCM ELEGANTE HOTEL	230.78	441075
PCM-G	395.82	441098
LEXISNEXIS- ACCURINT	355.35	441105
DE LAGE LANDEN PUBLIC FINANCE	480.00	441119
O'CONNOR'S	219.00	441172
		2,710.71*
DISTRICT CLERK		
TAC - TEXAS ASSN. OF COUNTIES	180.00	440994
UNITED STATES POSTAL SERVICE	161.04	441043
DE LAGE LANDEN PUBLIC FINANCE	70.00	441119
		411.04*
CRIMINAL DISTRICT COURT		
DAVID GROVE	8,750.00	440920
DAVID W BARLOW	4,375.00	440926
CRISTY SMITH	204.76	440931
DONALD W. DUESLER & ASSOC.	8,750.00	440941
MARSHA NORMAND	8,750.00	440972
KEVIN PAULA SEKALY PC	8,750.00	440987
KEVIN S. LAINE	2,875.00	441021
UNITED STATES POSTAL SERVICE	12.75	441043
DE LAGE LANDEN PUBLIC FINANCE	441.64	441119
STEVEN GREENE	933.36	441141
		43,842.51*
58TH DISTRICT COURT		
SOUTHEAST TEXAS WATER	29.95	440989
DE LAGE LANDEN PUBLIC FINANCE	70.00	441119
		99.95*
60TH DISTRICT COURT		

PGM: GMCOMMV2	DATE 12-11-2017	AMOUNT	CHECK NO.	PAGE: 4 168 TOTAL
LEXIS-NEXIS		67.00	441046	
DE LAGE LANDEN PUBLIC FINANCE		70.00	441119	
136TH DISTRICT COURT				137.00*
UNITED STATES POSTAL SERVICE		2.15	441043	
LEXIS-NEXIS		69.00	441045	
DE LAGE LANDEN PUBLIC FINANCE		70.00	441119	
172ND DISTRICT COURT				141.15*
DE LAGE LANDEN PUBLIC FINANCE		70.00	441119	
252ND DISTRICT COURT				70.00*
GAYLYN COOPER		250.00	440918	
DAVID W BARLOW	4,375.00		440926	
OFFICE DEPOT	130.85		440975	
MIKE VAN ZANDT	8,750.00		441007	
KEVIN S. LAINE	800.00		441021	
UNITED STATES POSTAL SERVICE	137.52		441043	
LANGSTON ADAMS	800.00		441057	
ALLEN PARKER	8,750.00		441106	
DE LAGE LANDEN PUBLIC FINANCE	70.00		441119	
SAMUEL & SON LAW FIRM PLLC	8,750.00		441154	
279TH DISTRICT COURT				32,813.37*
ANITA F. PROVO	150.00		440981	
NATHAN REYNOLDS, JR.	75.00		440982	
BRACK JONES JR.	750.00		441018	
CHARLES ROJAS	325.00		441025	
ANGELA L MORMAN	270.00		441088	
TONYA CONNELL TOUPS	75.00		441090	
JONATHAN L. STOVALL	75.00		441113	
LINDSAY LAW FIRM, PLLC	500.00		441115	
DE LAGE LANDEN PUBLIC FINANCE	70.00		441119	
WILLIAM FORD DISHMAN	575.00		441142	
DANE DENNISON	200.00		441149	
317TH DISTRICT COURT				3,065.00*
PHILLIP DOWDEN	325.00		440923	
THOMAS J. BURBANK PC	350.00		440929	
TRACEY D. BURK	1,045.35		440930	
LAIRON DOWDEN, JR.	700.00		440940	
ANITA F. PROVO	400.00		440981	
CHARLES ROJAS	775.00		441025	
GLEN M. CROCKER	1,050.00		441049	
JOEL WEBB VAZQUEZ	325.00		441070	
TONYA CONNELL TOUPS	75.00		441090	
JONATHAN L. STOVALL	500.00		441113	
DE LAGE LANDEN PUBLIC FINANCE	70.00		441119	
GORDON D FRIESZ	500.00		441167	
JUSTICE COURT-PCT 1 PL 1				6,115.35*
UNITED STATES POSTAL SERVICE	27.38		441043	
LEXISNEXIS- ACCURINT	118.45		441105	
DE LAGE LANDEN PUBLIC FINANCE	90.00		441119	
JUSTICE COURT-PCT 1 PL 2				235.83*
LEXISNEXIS- ACCURINT	118.45		441105	
DE LAGE LANDEN PUBLIC FINANCE	70.00		441119	
JUSTICE COURT-PCT 2				188.45*
LEXISNEXIS- ACCURINT	118.45		441105	
JUSTICE COURT-PCT 4				118.45*
LEXISNEXIS- ACCURINT	118.45		441105	

PGM: GMCOMMV2	DATE 12-11-2017	AMOUNT	CHECK NO.	PAGE: 5 169 TOTAL
NAME				
DE LAGE LANDEN PUBLIC FINANCE	90.00	441119		208.45*
JUSTICE COURT-PCT 6				
UNITED STATES POSTAL SERVICE	29.42	441043		
LEXISNEXIS- ACCURINT	118.45	441105		
DE LAGE LANDEN PUBLIC FINANCE	70.00	441119		217.87*
JUSTICE COURT-PCT 7				
LEXISNEXIS- ACCURINT	118.45	441105		118.45*
JUSTICE OF PEACE PCT. 8				
UNITED STATES POSTAL SERVICE	12.42	441044		
LEXISNEXIS- ACCURINT	118.45	441105		
JEFFERSON COUNTY CREDIT CARDS	108.90	441108		
DE LAGE LANDEN PUBLIC FINANCE	70.00	441119		309.77*
COUNTY COURT AT LAW NO.1				
TEXAS COURT REPORTERS ASSOCIATION	150.00	440999		
DE LAGE LANDEN PUBLIC FINANCE	245.92	441119		395.92*
COUNTY COURT AT LAW NO. 2				
GAYLYN COOPER	250.00	440918		
UNITED STATES POSTAL SERVICE	5.64	441043		
LANGSTON ADAMS	600.00	441057		
LANGSTON ADAMS	4,123.60	441058		
JOEL WEBB VAZQUEZ	250.00	441070		
DE LAGE LANDEN PUBLIC FINANCE	70.00	441119		5,299.24*
COUNTY COURT AT LAW NO. 3				
UNITED STATES POSTAL SERVICE	8.06	441043		
LANGSTON ADAMS	350.00	441057		
DE LAGE LANDEN PUBLIC FINANCE	70.00	441119		
SAMUEL & SON LAW FIRM PLLC	350.00	441153		778.06*
COURT MASTER				
LEONARD J. GIBLIN, JR.	2,650.00	440949		
OFFICE DEPOT	82.10	440975		
UNITED STATES POSTAL SERVICE	1.61	441043		
DE LAGE LANDEN PUBLIC FINANCE	70.00	441119		2,803.71*
MEDIATION CENTER				
UNITED STATES POSTAL SERVICE	6.05	441043		
DE LAGE LANDEN PUBLIC FINANCE	70.00	441119		76.05*
COMMUNITY SUPERVISION				
DE LAGE LANDEN PUBLIC FINANCE	280.00	441119		280.00*
SHERIFF'S DEPARTMENT				
EQUINE MEDICINE & SURGERY	50.00	440945		
ENTERGY	893.64	440951		
JEFFERSON CTY. SHERIFF'S DEPARTMENT	785.00	440958		
CASH ADVANCE ACCOUNT	1,029.25	440960		
LYNN PEAVEY CO., INC.	141.80	440966		
MCNEILL INSURANCE AGENCY	213.00	440969		
OFFICE DEPOT	501.50	440975		
AT&T	305.42	440991		
AMERICAN POLYGRAPH ASSOCIATION	300.00	441026		
UNITED STATES POSTAL SERVICE	811.83	441043		
BEAUMONT OCCUPATIONAL SERVICE, INC.	164.75	441051		
CHILD ABUSE & FORENSIC SERVICES	991.00	441052		
FIVE STAR FEED	115.50	441064		
XM SATELLITE RADIO	1,201.88	441074		
SHERWIN-WILLIAMS	99.66	441099		

PGM: GMCOMMV2	DATE 12-11-2017	PAGE: 6 170 TOTAL
NAME	AMOUNT	CHECK NO.
DE LAGE LANDEN PUBLIC FINANCE	800.00	441119
RITA HURT	1,100.00	441126
SPANKY'S WRECKER SERVICE INC	150.00	441129
SILSBEE FORD INC	103,120.35	441143
BEST BUY BUSINESS ADVANTAGE ACCOUNT	579.37	441144
TRANSUNION RISK AND ALTERNATIVE	475.00	441158
GALLS LLC	9,967.58	441161
CINTAS CORPORATION	124.25	441175
TND WORKWEAR CO LLC	120.00	441184
		124,040.78*
CRIME LABORATORY		
FED EX	92.80	440946
OFFICE DEPOT	422.37	440975
HENRY SCHEIN, INC.	342.52	440986
AIRGAS SOUTHWEST	79.64	441092
QUALTRAX COMPLIANCE SOFTWARE	5,157.66	441109
DE LAGE LANDEN PUBLIC FINANCE	90.00	441119
RDB SERVICES	500.00	441127
ATTAINIT	390.21	441169
AFC URGENT CARE	75.00	441186
		7,150.20*
JAIL - NO. 2		
AAA LOCK & SAFE	53.50	440915
BOB BARKER CO., INC.	463.00	440925
BELL FENCE MFG. CO.	13.60	440928
W.W. GRAINGER, INC.	747.46	440950
ENTERGY	371.58	440951
JACK BROOKS REGIONAL AIRPORT	1,951.65	440959
KOMMERCIAL KITCHENS	61.25	440965
M&D SUPPLY	622.32	440967
MOORE SUPPLY, INC.	907.14	440970
OFFICE DEPOT	3,315.44	440975
RALPH'S INDUSTRIAL ELECTRONICS	46.98	440984
AT&T	976.10	440991
SYSCO FOOD SERVICES, INC.	22,135.56	440993
ULINE SHIPPING SUPPLY SPECIALI	617.70	441006
WHOLESALE ELECTRIC SUPPLY CO.	585.52	441012
SERVICE GRAPHICS	84.00	441019
LOWE'S HOME CENTERS, INC.	278.74	441055
ULTRA-CHEM, INC.	1,078.82	441060
BAKER DISTRIBUTING COMPANY	41.98	441066
NORTH SHORE SUPPLY COMPANY	628.00	441067
BELT SOURCE	13.76	441080
WORLD FUEL SERVICES	1,615.57	441104
JEFFERSON COUNTY CREDIT CARDS	85.64	441108
DE LAGE LANDEN PUBLIC FINANCE	1,280.00	441119
INDEPENDENT STATIONERS	139.23	441120
SAM'S CLUB DIRECT	1,151.58	441130
SAFETY SOURCE APPAREL	659.95	441132
CONSTELLATION NEWENERGY - GAS DIVIS	1,524.43	441134
MATERA PAPER COMPANY INC	4,603.80	441135
THOMSON REUTERS-WEST	4,052.95	441136
FROGWASH PRESSURE WASHING	800.00	441138
KROPP HOLDINGS INC	3,996.52	441139
GALLS LLC	237.94	441161
SUPERIOR MEAT SERVICES	576.00	441163
IMPACT WASTE LLC	360.00	441180
FOOD MARKETING CONCEPTS INC	5,461.76	441189
HARDIE'S FRESH FOODS	6,758.30	441190
		68,297.77*
JUVENILE PROBATION DEPT.		
CHERYL TARVER	85.60	441014
UNITED STATES POSTAL SERVICE	5.56	441043
SHANNA CITIZEN	96.83	441056
LYNN BIERHALTER	107.00	441079
SHARON STREETMAN	64.20	441081
DE LAGE LANDEN PUBLIC FINANCE	140.00	441119
JOSH CUYOS	309.23	441147
TANISHA GRIFFIN	284.35	441157
ROXANA MITCHELL	139.63	441165

PGM: GMCOMMV2	DATE 12-11-2017		PAGE: 7
NAME	AMOUNT	CHECK NO.	TOTAL 171
CHRISTAL CHANNELL	205.97	441168	
SUMMER KENNERSON	121.44	441177	
ANNIE JONES	120.91	441187	
JUVENILE DETENTION HOME			1,680.72*
ENTERGY	6,570.49	440951	
AT&T	657.87	440991	
WARREN EQUIPMENT CO.	3,949.00	441009	
FLOWERS FOODS	67.90	441068	
BEN E KEITH FOODS	2,127.04	441069	
DE LAGE LANDEN PUBLIC FINANCE	229.79	441119	
AI FILTER SERVICE COMPANY	183.79	441124	
CONSTABLE PCT 1			13,785.88*
UNITED STATES POSTAL SERVICE	10.48	441043	
LEXISNEXIS- ACCURINT	118.45	441105	
JEFFERSON COUNTY CREDIT CARDS	119.43	441108	
DE LAGE LANDEN PUBLIC FINANCE	323.13	441119	
CONSTABLE-PCT 2			571.49*
OFFICE DEPOT	54.36	440975	
LEXISNEXIS- ACCURINT	118.45	441105	
CONSTABLE-PCT 4			172.81*
DE LAGE LANDEN PUBLIC FINANCE	70.00	441119	
TRANSUNION RISK AND ALTERNATIVE	70.00	441158	
TND WORKWEAR CO LLC	135.00	441184	
CONSTABLE-PCT 6			275.00*
CARPENTER'S TIME CENTER INC.	280.78	440933	
GT DISTRIBUTORS, INC.	21.64	440947	
UNITED STATES POSTAL SERVICE	23.49	441043	
LEXISNEXIS- ACCURINT	118.45	441105	
JEFFERSON COUNTY CREDIT CARDS	159.98	441108	
DE LAGE LANDEN PUBLIC FINANCE	70.00	441119	
BLUE360 MEDIA	150.75	441191	
CONSTABLE PCT. 7			825.09*
BEST BUY BUSINESS ADVANTAGE ACCOUNT	39.11	441144	
CONSTABLE PCT. 8			39.11*
DE LAGE LANDEN PUBLIC FINANCE	322.93	441119	
COUNTY MORGUE			322.93*
BJ TRANSPORT SERVICE, INC.	9,441.66	440924	
AGRICULTURE EXTENSION SVC			9,441.66*
DE LAGE LANDEN PUBLIC FINANCE	200.00	441119	
HEALTH AND WELFARE NO. 1			200.00*
CITY OF BEAUMONT	40.58	440922	
OFFICE DEPOT	522.13	440975	
OAKSTONE WELLNESS TOPHEALTH	113.94	441002	
UNITED STATES POSTAL SERVICE	85.49	441043	
HEB CREDIT RECEIVABLES DEPT 308	146.99	441082	
AMERICAN MEDICAL ASSOCIATION	210.00	441091	
LEXISNEXIS- ACCURINT	118.45	441105	
JEFFERSON COUNTY CREDIT CARDS	58.43	441108	
ESSLINE KNOX	91.49	441114	
DE LAGE LANDEN PUBLIC FINANCE	372.43	441119	
CENTERPOINT ENERGY RESOURCES	25.49	441193	
HEALTH AND WELFARE NO. 2			1,785.42*

PGM: GMCOMMV2	DATE 12-11-2017	PAGE: 8
NAME	AMOUNT	CHECK NO. TOTAL
CLAYBAR FUNERAL HOME, INC.	999.00	440939
GABRIEL FUNERAL HOME, INC.	2,492.50	440948
OAKSTONE WELLNESS TOPHEALTH	113.94	441002
UNITED STATES POSTAL SERVICE	31.74	441044
AMERICAN MEDICAL ASSOCIATION	210.00	441091
LEXISNEXIS- ACCURINT	118.45	441105
JEFFERSON COUNTY CREDIT CARDS	58.43	441108
DE LAGE LANDEN PUBLIC FINANCE	140.00	441119
		4,164.06*
NURSE PRACTITIONER		
MCKESSON MEDICAL-SURGICAL INC	476.82	441024
DE LAGE LANDEN PUBLIC FINANCE	70.00	441119
EXCEL MEDICAL WASTE LLC	35.00	441164
		581.82*
CHILD WELFARE UNIT		
BEAUMONT OCCUPATIONAL SERVICE, INC.	665.80	441051
J.C. PENNEY'S	3,614.95	441053
SEARS COMMERICAL CREDIT	1,104.51	441054
		5,385.26*
ENVIRONMENTAL CONTROL		
AT&T	33.52	440991
DE LAGE LANDEN PUBLIC FINANCE	323.13	441119
		356.65*
INDIGENT MEDICAL SERVICES		
KING'S PHARMACY MIDCOUNTY	64.98	441123
DANA JOHNSON	1,500.00	441155
		1,564.98*
MAINTENANCE-BEAUMONT		
AAA LOCK & SAFE	563.70	440915
CERTIFIED LABORATORIES	1,614.85	440934
ECOLAB	209.95	440942
ENTERGY	5,909.99	440951
M&D SUPPLY	38.28	440967
SANITARY SUPPLY, INC.	2,927.87	440985
ACE IMAGEWEAR	357.05	440988
AT&T	407.52	440991
TEXAS DEPT OF LICENSING &	70.00	441000
TEXAS DEPT OF LICENSING &	280.00	441001
TRIANGLE COMPUTER & TELEPHONE	190.00	441003
BAKER DISTRIBUTING COMPANY	272.10	441066
CENTERPOINT ENERGY RESOURCES CORP	3,938.90	441072
ADVANTAGE SECURITY INTEGRATION LTD	577.50	441078
FIRETROL PROTECTION SYSTEMS, INC.	425.00	441097
SHERWIN-WILLIAMS	86.19	441099
ATTABOY TERMITE & PEST CONTROL	477.54	441101
DE LAGE LANDEN PUBLIC FINANCE	70.00	441119
AI FILTER SERVICE COMPANY	732.70	441124
AT&T	12,847.94	441173
CINTAS CORPORATION	146.88	441175
		31,971.58*
MAINTENANCE-PORT ARTHUR		
CITY OF PORT ARTHUR - WATER DEPT.	844.55	440937
AT&T	1,301.84	440991
HOWARD'S AUTO SUPPLY	35.93	441022
SOLAR	291.08	441048
LOWE'S HOME CENTERS, INC.	30.76	441055
PARKER LUMBER	419.44	441107
DE LAGE LANDEN PUBLIC FINANCE	140.00	441119
MEMBER'S BUILDING MAINTENANCE LLC	2,749.28	441140
SUPPLYWORKS	2,533.56	441162
DTNY DIGITAL IMPRESSIONS INC	170.00	441185
		8,516.44*
MAINTENANCE-MID COUNTY		
CITY OF NEDERLAND	64.42	440938
ENTERGY	1,936.50	440951
RITTER @ HOME	20.97	440983

PGM: GMCOMMV2	DATE 12-11-2017	PAGE: 9
NAME	AMOUNT	CHECK NO.
		TOTAL
ACE IMAGEWEAR	30.76	440988
AT&T	701.61	440991
W. JEFFERSON COUNTY M.W.D.	47.16	441010
LOWE'S HOME CENTERS, INC.	284.05	441055
DE LAGE LANDEN PUBLIC FINANCE	70.00	441119
MEMBER'S BUILDING MAINTENANCE LLC	1,925.52	441140
		5,080.99*
SERVICE CENTER		
SPIDLE & SPIDLE	10,367.25	440919
W.W. GRAINGER, INC.	569.40	440950
INTERSTATE BATTERIES OF BEAUMONT/PA	213.90	440957
KINSEL FORD, INC.	171.84	440964
M&D SUPPLY	17.33	440967
MUNRO'S	79.40	440971
PHILPOTT MOTORS, INC.	47.82	440977
SANITARY SUPPLY, INC.	38.28	440985
TATE & CO., INC.	5,277.87	440997
S.E. TEXAS AUTO EQUIPMENT	581.61	441016
JEFFERSON CTY. TAX OFFICE	7.50	441028
JEFFERSON CTY. TAX OFFICE	7.50	441029
JEFFERSON CTY. TAX OFFICE	7.50	441030
JEFFERSON CTY. TAX OFFICE	7.50	441031
JEFFERSON CTY. TAX OFFICE	7.50	441032
JEFFERSON CTY. TAX OFFICE	7.50	441033
JEFFERSON CTY. TAX OFFICE	7.50	441034
JEFFERSON CTY. TAX OFFICE	7.50	441035
JEFFERSON CTY. TAX OFFICE	7.50	441036
JEFFERSON CTY. TAX OFFICE	7.50	441037
BUMPER TO BUMPER	176.40	441071
ROBERT'S TEXACO XPRESS LUBE	77.00	441094
AMERICAN TIRE DISTRIBUTORS	3,074.90	441095
MSB	33.25	441100
DE LAGE LANDEN PUBLIC FINANCE	70.00	441119
MIGHTY OF SOUTHEAST TEXAS	133.09	441121
EASTEX PRESSURE WASHERS	360.00	441128
SILSBEE FORD INC	1,266.67	441143
CINTAS CORPORATION	176.13	441175
MIDNIGHT AUTO	199.90	441178
NORTH TEXAS TOLLWAY AUTHORITY	16.07	441195
		23,023.11*
VETERANS SERVICE		
UNITED STATES POSTAL SERVICE	3.85	441043
HILARY GUEST	98.33	441061
DE LAGE LANDEN PUBLIC FINANCE	240.00	441119
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	441159
		413.18*
		462,159.22**
MOSQUITO CONTROL FUND		
ENTERGY	489.18	440951
MUNRO'S	92.65	440971
OFFICE DEPOT	24.17	440975
RITTER @ HOME	22.98	440983
AT&T	33.52	440991
DE LAGE LANDEN PUBLIC FINANCE	70.00	441119
AERO PERFORMANCE	2,627.43	441146
		3,359.93**
FEMA EMERGENCY		
GULF COAST	1,079.16	441182
		1,079.16**
FAMILY GROUP CONFERENCING		
DE LAGE LANDEN PUBLIC FINANCE	70.00	441119
		70.00**
J.C. FAMILY TREATMENT		
PATRICIA VELASCO	1,225.00	441171
		1,225.00**
SECURITY FEE FUND		

PGM: GMCOMMV2	DATE 12-11-2017		PAGE: 10 174
NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	75.38	440975	
REAUD MORGAN & QUINN LLP	5.00	441096	
			80.38**
LAW LIBRARY FUND			
REAUD MORGAN & QUINN LLP	10.00	441096	
DE LAGE LANDEN PUBLIC FINANCE	70.00	441119	
			80.00**
EMPG GRANT			
SOUTHEAST TEXAS WATER	9.95	440989	
VERIZON WIRELESS	265.93	441038	
JEFFERSON COUNTY CREDIT CARDS	79.95	441108	
ALL ABOUT COINS	2,460.00	441179	
			2,815.83**
GRANT A STATE AID			
OFFICE DEPOT	139.93	440975	
			139.93**
COMMUNITY SUPERVISION FND			
CASH ADVANCE ACCOUNT	166.43	440960	
OFFICE DEPOT	271.88	440975	
TIME WARNER COMMUNICATIONS	88.61	440996	
CDW COMPUTER CENTERS, INC.	6,422.00	441023	
UNITED STATES POSTAL SERVICE	60.65	441043	
UNITED STATES POSTAL SERVICE	38.37	441044	
US POSTAL SERVICE	49.00	441050	
REDWOOD TOXICOLOGY LABORATORY	151.07	441086	
JCCSC	50.00	441112	
			7,298.01**
JEFF. CO. WOMEN'S CENTER			
A&A ELECTRIC CO OF BEAUMONT INC	109.16	440916	
TDCJ - CASHIERS OFFICE	463,267.25	440932	
M&D SUPPLY	24.12	440967	
KIM MCKINNEY, LPC, LMFT	150.00	440968	
OFFICE DEPOT	234.35	440975	
PREMIUM PLUMBING	645.73	440980	
SYSCO FOOD SERVICES, INC.	1,157.62	440993	
VINCENT'S A/C	174.28	441040	
TOWER COMMUNICATIONS, INC.	60.00	441041	
BEN E KEITH FOODS	1,154.31	441069	
MELODY C ANTOON RN	1,700.00	441083	
DE LAGE LANDEN PUBLIC FINANCE	140.00	441119	
SAM'S CLUB DIRECT	102.04	441130	
MATERA PAPER COMPANY INC	691.46	441135	
WASTEWATER TRANSPORT SERVICES LLC	248.00	441148	
SPOK INC	16.41	441151	
CINTAS CORPORATION	83.07	441175	
			469,957.80**
MENTALLY IMPAIRED OFFEND.			
TDCJ - CASHIERS OFFICE	52,456.90	440932	
			52,456.90**
COMMUNITY CORRECTIONS PRG			
TDCJ - CASHIERS OFFICE	380,261.18	440932	
DE LAGE LANDEN PUBLIC FINANCE	90.00	441119	
			380,351.18**
DRUG DIVERSION PROGRAM			
DE LAGE LANDEN PUBLIC FINANCE	80.00	441119	
			80.00**
CRIME VICTIMS CLEARING.			
KIMBERLY PHELAN, P.C.	500.00	441077	
			500.00**
COUNTY CLK RECORDS ARCHIV			
REAUD MORGAN & QUINN LLP	5.00	441096	
			5.00**
COUNTY RECORDS MANAGEMENT			

PGM: GMCOMMV2	DATE 12-11-2017	PAGE: 11 175
NAME	AMOUNT	CHECK NO. TOTAL
CDW COMPUTER CENTERS, INC.	11,407.14	441023
REAUD MORGAN & QUINN LLP	15.00	441096
DEPUTY SHERIFF EDUCATION		11,422.14**
STANLEY SHIPPER	357.72	441065
JEFFERSON COUNTY CREDIT CARDS	198.00	441108
WICKLANDER ZULAWSKI & ASSOCIATES	690.00	441194
HOTEL OCCUPANCY TAX FUND		1,245.72**
CITY OF BEAUMONT - WATER DEPT.	256.17	440936
JOHNSON CONTROLS, INC.	820.91	440961
SUTHERLAND LUMBER CO.	561.48	440992
TRI-CITY COFFEE SERVICE	75.70	441005
DE LAGE LANDEN PUBLIC FINANCE	315.00	441119
DISTRICT CLK RECORDS MGMT		2,029.26**
DE LAGE LANDEN PUBLIC FINANCE	140.00	441119
AIRPORT FUND		140.00**
FJORD AVIATION FUELING	551.78	440921
CITY OF NEDERLAND	573.30	440938
FED EX	124.14	440946
ENTERGY	15,706.78	440953
ENTERGY	13.31	440954
ENTERGY	16.78	440955
OFFICE DEPOT	56.32	440975
TRI-CITY COFFEE SERVICE	231.50	441005
WHITE TUCKER COMPANY INC	1,147.46	441011
UNITED STATES POSTAL SERVICE	19.60	441043
LOWE'S HOME CENTERS, INC.	32.18	441055
DISH NETWORK	98.01	441085
ROBERT'S TEXACO XPRESS LUBE	14.00	441094
UNIFIRST HOLDINGS INC	145.83	441102
JEFFERSON COUNTY CREDIT CARDS	623.00	441108
DE LAGE LANDEN PUBLIC FINANCE	140.00	441119
MEMBER'S BUILDING MAINTENANCE LLC	4,340.22	441140
SOUTHEAST TEXAS PARTS AND EQUIPMENT	4.07	441145
EASTERN AVIATION FUELS INC	34,585.19	441152
MEGAN LANDRY	119.07	441156
MARIA CORONA	9.60	441196
AIRPORT IMPROVE. GRANTS		58,552.14**
FAA	48,923.77	441131
SE TX EMP. BENEFIT POOL		48,923.77**
STANDARD INSURANCE COMPANY	7,827.84	441076
CHLIC-CHICAGO	63,509.54	441103
GROUP ADMINISTRATIVE CONCEPTS INC	126,587.70	441110
WORKER'S COMPENSATION FD		197,925.08**
TRISTAR RISK MANAGEMENT	15,434.19	441073
SHERIFF'S FORFEITURE FUND		15,434.19**
A-1 TINT & ACCESSORIES	224.00	440917
BEAUMONT TROPHIES	228.50	440927
JEFFERSON COUNTY CREDIT CARDS	125.00	441108
SILSBEE FORD INC	32,582.15	441143
GALLS LLC	450.00	441161
JUDICIAL FEES		33,609.65**
REAUD MORGAN & QUINN LLP	40.00	441096
JUDICIAL SUPPORT FUND		40.00**

PGM: GMCOMMV2	DATE 12-11-2017	AMOUNT	CHECK NO.	PAGE: 12 176 TOTAL
REAUD MORGAN & QUINN LLP		42.00	441096	42.00**
ELECTRONIC FILING FEE				
REAUD MORGAN & QUINN LLP		30.00	441096	30.00**
JUD/CT PERSONNELTRNG 100%				
REAUD MORGAN & QUINN LLP		5.00	441096	5.00**
GUARDIANSHIP FEE				
REAUD MORGAN & QUINN LLP		20.00	441096	20.00**
APPELLATE JUDICIAL SYSTEM				
REAUD MORGAN & QUINN LLP		5.00	441096	5.00**
MARINE DIVISION				
JACK BROOKS REGIONAL AIRPORT		447.46	440959	
VERIZON WIRELESS		341.91	441039	
AERO PRODUCTS		345.00	441059	
BUMPER TO BUMPER		455.65	441071	
SAFE BOAT INTERNATIONAL		2,309.16	441084	
THE DINGO GROUP-PETE JORGENSEN MARI		3,869.42	441089	
NIGHT FLIGHT CONCEPTS INC		370.00	441125	
HELICOPTER WORK AIDS		355.00	441176	
				8,493.60**
ASAP - CONSTABLE				
OFFICE DEPOT		343.08	440975	343.08**
				1,775,473.17***



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY,
TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 11th day of December, 2017, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

Resolution Concerning Regular License Plates Used on Exempt Vehicles

WHEREAS, State of Texas has mandated that for the sale or a motor vehicle to a public agency to be exempt from motor vehicle tax, the motor vehicle must be titled to or leased in the name of a public agency and operated with exempt license plates; and

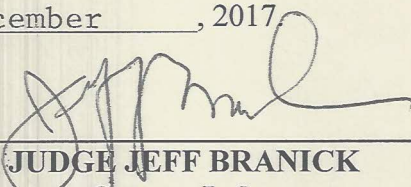
WHEREAS, Jefferson County purchases, owns and operates motor vehicles in furtherance of county business operations and desires to be exempt from motor vehicle tax; and

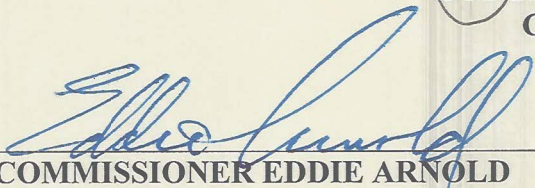
WHEREAS, the Department of Motor Vehicles now requires that any application for exempt standard license plates must accompany the Affidavit for Regular License Plates Used on Exempt Vehicles (Form VTR-119) and a copy of a resolution to support the application; and

WHEREAS, Jefferson County has in the past and desires to continue to operate its vehicles with exempt license plates.

NOW THEREFORE, BE IT RESOLVED that the Commissioners' Court of Jefferson County, Texas does hereby order that any vehicles purchased by or leased by the County should be exempt from motor vehicle tax and that same shall be operated with exempt license plates and that all requirements be fulfilled that the County will not be required to pay motor vehicle taxes.

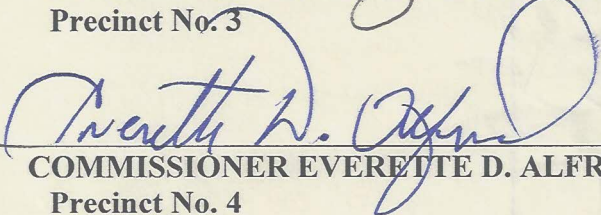
SIGNED this 11th day of December, 2017


JUDGE JEFF BRANICK
County Judge


COMMISSIONER EDDIE ARNOLD
Precinct No. 1


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER BRENT A. WEAVER
Precinct No. 2


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



**AGENDA ITEM****December 11, 2017**

Consider, possibly approve and authorize the County Judge to execute a Loaned Artifact Condition Report for the Naval History and Heritage Command for the 40 mm gun mount displayed at the Golden Triangle Veterans Memorial Park.



NAVAL HISTORY AND HERITAGE COMMAND
CURATOR BRANCH
805 KIDDER BREESE STREET SE
WASHINGTON NAVY YARD, DC 20374-5060
(202) 433-7886 | (202) 433-2220 | curegistrar@navy.mil

Loaned Artifact Condition Report

Accession Number: Unknown

Artifact Name 40 mm gun mount

Present Status (Check One):



Display



Restoration



Storage

Condition of Artifact (Note all points of concern or deterioration including rusting, fading, scratches, chips, etc.):

In good condition

Location (include address, and exhibition/room location if necessary:

Golden Triangle Veterans Memorial Park
Highway 73
Port Arthur, Texas



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 WASHINGTON NAVY YARD, DC 20374-5060
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Requests (Note any planned restoration, conservation, or exhibit changes must be approved in writing by the NHHC Registrar or Associate Registrar for Loans):

n/a

Name: _____

Title: _____

Signature: Shelly Holzerland

Digitally signed by Shelly Holzerland
 DN: cn=Shelly Holzerland, o=Fremont/Dodge
 County 911, ou,
 email=shelly.holzerland@fremontne.gov, c=US
 Date: 2017.11.07 14:45:07 -06'00

Date: _____



NAVAL HISTORY AND HERITAGE COMMAND
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805 KIDDER BREESE STREET SE
WASHINGTON NAVY YARD, DC 20374-5060
(202) 433-7886 | (202) 433-2220 | curegistrar@navy.mil

Directions

This report must be completed and returned to the Naval History and Heritage Command (NHHC) annually for all artifacts currently on loan to your organization. Please complete one condition report for each object on loan to your organization. Retain a copy of this document for your records.

Digital images must be submitted with this report. The images must show the artifact as it is normally displayed or exhibited. They shall be of sufficient detail (minimum of 300 dpi and be at least 4288 pixels x 2848 pixels) to ensure positive identification of each object and allow for an assessment of the overall condition of the artifact. The file name must be the accession number of the artifact.

For large artifacts, submitted images shall show all four quadrants of the object (i.e. right front three-quarter, right rear three-quarter, etc.) and all external surfaces, including markings. Loaned Water craft must have all accessible interior areas including instrument panels, equipment, and compartments photographed.

For all other artifacts, submitted images shall show all viewable external surfaces, as well as an overall shot of the artifact as it is displayed. Any serialized artifact, to include small arms, requires a close up of the serial number.

AFFILIATION AGREEMENT

AN AGREEMENT FOR THE USE OF CLINICAL FACILITIES
FOR THE EDUCATION OF PHARMACY TECHNICIAN
STUDENTS

Between

LAMAR INSTITUTE OF TECHNOLOGY

and

JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT

CONTENT

- I. AGREEMENT
- II. LAMAR INSTITUTE of TECHNOLOGY
- III. CLINICAL AFFILIATE RESPONSIBILITY
- IV. TERMS OF AGREEMENT

AFFILIATION AGREEMENT
between
LAMAR INSTITUTE OF TECHNOLOGY
and
JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT

This AGREEMENT ("Agreement") is made and entered into by and between Lamar Institute of Technology, Beaumont, Texas by for and on behalf of the Department of Allied Health and Sciences ("College,") and Jefferson County Public Health Department ("Clinical Affiliate"), a healthcare provider, with an office located at 1295 Pearl Street, Beaumont, TX, 77701. It is acknowledged and agreed that this agreement will become effective as of the date of the last signature of a party hereto.

NOW, THEREFORE, in consideration for mutual covenants and conditions contained in this Agreement, to facilitate training of Pharmacy Technician students, the parties agree as follows:

A. IT IS MUTUALLY AGREED BY THE COLLEGE AND CLINICAL AFFILIATE THAT:

1. The educational program and curricula of the College is and shall be the responsibility of, and shall be carried out under the direction of personnel of the College.
2. Whereas the Clinical Affiliate recognizes the need for the educational development of students and as matter of courtesy will cooperate with the College and student in such training.
3. It is mutually agreed that the provision and supervision of patient/client care or services is the responsibility of, and shall be carried out under the direction of personnel of the Clinical Affiliate. The Clinical Affiliate agrees to provide students admission to the program and to provide equipment, supplies and other resources which are available.
4. It is mutually agreed that clinical experiences for students enrolled in the pharmacy technician program of the College will be provided at the Clinical Affiliate and the College will designate, in writing, a contact person to regularly communicate with the Clinical Affiliate regarding routine operational matters described herein.
5. It is mutually agreed that College faculty will select and assign students for learning experiences and will further provide for teaching, evaluation, overall supervision, and record keeping of students. The College shall cooperate with the Clinical Affiliate to establish rotations for students. Faculty members, students and the College will adhere to all policies of the Clinical Affiliate and will assume responsibility for student's adherence to those policies.
6. It is mutually agreed that the College does not, and will not, discriminate against any student, employee, or applicant for registration or employment because of disability, race, religion, sex, color, creed, marital status, age, or national origin.
7. It is mutually agreed that the period of assignment, and the number and distribution of students among divisions of the Clinical Affiliate will be determined by representatives of the College and the Clinical Affiliate. The College shall be ultimately responsible for program admissions, administration, matriculation requirements, curriculum planning and accreditation requirements and student assignments. The College will be responsible for all final assessments of each student's clinical and academic performance and the assignment of final grades.
8. The Clinical Affiliate reserves the right to dismiss any student from its premises and otherwise terminate this agreement at any time and for any or not reason without notice and without recourse by the student, Faculty or College.

9. It is mutually agreed that representatives of the College and Clinical Affiliate shall meet as scheduled to discuss issues of mutual concern, and to make such suggestions and changes as are needed. Both parties will share information pertinent to the Affiliation Agreement.

10. It is mutually agreed that the College will comply with all regulatory and accreditation agency standards.

11. In the event a student or College member is exposed to infectious disease, environmental hazard, or sustains any injury or illness in the course of any rotation, the Clinical Affiliate will, with the consent of the student, provide first aid and emergency medical treatment at the site, if such injuries can be appropriately treated on site. If the injury or illness cannot be appropriately treated on site, then the Clinical Affiliate will make arrangements for such individuals to receive appropriate treatment at another facility. The Clinical Affiliate will inform the College of any such injuries and treatment and the student hereby waives all privacy rights as to such circumstances. It is agreed and understood that the student will be solely responsible for paying for any health care and expenses incurred for necessary treatment of the student at another facility during any rotation. The College will provide the Clinical Affiliate evidence of appropriate liability coverage and Personal Health Insurance for each student during each rotation.

12. The parties agree that the sole purpose of this agreement is to facilitate learning for the students and that the Clinical Affiliate is volunteering to participate in this program and that the students will occupy the status of "licensee" as that term is interpreted by Texas law. The students participating in the program shall not be agents, servants or employees of the Clinical Affiliate at any time nor otherwise have any right to or expectation of payment, compensation, remuneration or other material benefit from the Clinical Affiliate.

With regard to any of these general areas of agreement, The College is responsible for, and agrees to:

1. Protect the health and safety of all parties by:

- a. Requiring student liability insurance coverage at no cost to the Clinical Affiliate;
- b. Requiring an annual health and physical examination at no cost to the Clinical Affiliate;
- c. Requiring compliance with the Center for Disease Control, Texas Department of Health, and Clinical Affiliate rules as regarding health, immunizations, safety, dress, and conduct (including for-cause drug screens at no expense to the Clinical Affiliate);
- d. Providing, or otherwise arranging for, faculty and student orientation to the Clinical Affiliate, its major policies, rules and regulations.
- e. Adequately indoctrinate students to inform them that the Clinical Affiliate shall have sole authority and control over and be responsible for its facilities, personnel and patient care and treatment and other clinical activities at the site, including without limitation any all student clinical activities at the site.

2. Make arrangements with the Client Services Administrator, and specified designates, for clinical learning experiences needed for students prior to each semester. The College representative will provide parties with:

- a. Name(s) of students;
- b. Name(s) of faculty;
- c. Dates, days, times of clinical practice periods will be agreed upon.

3. Assist with or contribute to Clinical Affiliate educational activities when requested.

4. Remove students for academic and /or behavioral misconduct according to the College's Student Code of Conduct per the Clinical Affiliation and the College's Policies.
5. Provide for, arrange and/to encourage Clinical Affiliate personnel participation in selected evaluation programs.
6. The individual student is responsible for equipment damaged or broken due to the student's negligence.
7. College shall require all students, faculty, employees, agents, and representatives of College participating in the Program (collectively "Program Participants") to sign and comply with a Statement of Confidentiality for Health Insurance Portability and Accountability Act (HIPAA) purposes and fully comply with all confidentiality and privacy laws, rules and regulations.
8. Notwithstanding any other provision herein, the governmental immunity, qualified immunity, official immunity and all other immunities and defenses of Clinical Affiliate and its employees and officials shall be unimpaired and in full force and effect at all times. Nothing in this agreement shall constitute a waiver of Clinical Affiliate's or Jefferson County's immunities to suit or liability. The Clinical Affiliate, Jefferson County, its employees, agents and officials shall, at all times, have the benefit of all defenses, immunities, rights and limitations of liability and damages recognized in law including, without limitation, the CPRC Chapter 101, Texas Tort Claims Act.
9. It is further understood and agreed that the students, faculty and College shall be solely liable for any and all damages, injuries, claims, suits and grievances of any student, faculty member or the College and anyone claiming on their behalf arising from the performance or implementation of this agreement. In no event shall the Clinical Affiliate or Jefferson County or any of its employees, agents or officials ever have any liability hereunder the fullest extent allow under law for such claims.

The Clinical Affiliate is responsible for, and agrees to:

1. Permit the use of clinical facilities by students enrolled in the Department of Allied Health and Sciences, Pharmacy Technician Program for the purpose of clinical education.
2. Provide, to the extent reasonable, conference rooms for student education, and locker rooms or other secure space for faculty and students to store coats, books, etc., while on duty.
3. Allow students and faculty reasonable and supervised access to, and use of, facilities maintained by the Clinical Affiliate following their specific policies, fees or charges, such as Library and Cafeteria.
4. Charge no fees for clinical laboratory practice.
5. Legal responsibility for the performance of students during the program shall be and remain solely with student, Faculty and College and never with the Clinical Affiliate or Jefferson County. It is understood and agreed that the Clinical Affiliate will be under no obligation to compensate any student for any services rendered by the student during this training.

DISPUTE RESOLUTION

Should any dispute arise between the parties, the parties agree to use all reasonable efforts to resolve same amicably and, if necessary, agree to submit to mediation. All disputes in which litigation is required will be litigated in a court of competent jurisdiction in Jefferson County, Texas according to Texas Law.

TERMS OF AGREEMENT:

Unless terminated earlier, this agreement shall be effective for the period beginning the Effective Date for the term of one (1) year commencing upon the Effective Date of October 9, 2017 through October 8, 2018. This agreement will automatically renew unless terminated as provided hereinabove.

By: Program Director

Pharmacy Technician

[Signature] Date 10/18/17

Lamar Institute of Technology

Department Chair, Allied Health and Sciences

[Signature] Date 10/18/17

By: Clinical Affiliate, Chief Administrator

[Signature] Date: 12/4/17

Vice President of Academic Affairs

[Signature] Date 10-19-17

Dr. Lonnie L. Howard

President, Lamar Institute of Technology

[Signature] Date 25 Oct 17

Judge Jeff R. Branick
Jefferson County Judge

[Signature] Date 12-04-2017

Regular, December 11, 2017

There being no further business to come before the Court at this time,
same is now here adjourned on this date, December 11, 2017