



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

September 22, 2020

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 20-048/YS), Re-bid Sale of Ford Park Entertainment Complex. **Specifications for this invitation for bid may be obtained from the Jefferson County Purchasing website at: <https://co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward one (1) original and five (5) 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 Commissioners' Courtroom located at 1149 Pearl Street (4th floor, Historic Courthouse) Beaumont, Texas 77701 at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Re-bid Sale of Ford Park Entertainment Complex
BID NO: IFB 20-048/YS
DUE DATE/TIME: 11:00 AM CT, Friday, November 6, 2020
MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us. Bidders may submit technical questions or a site visit request to Steve Stafford, County Engineer at 409-835-8584 or sstafford@co.jefferson.tx.us.

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

A handwritten signature in black ink that reads "Deborah Clark". The signature is written over a faint, circular background that appears to be a watermark or a light seal.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – September 23, 2020 & September 30, 2020

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Bidder is responsible for submitting: One (1) *original* and five (5) bid copies; with all copies to include a completed copy of this specifications packet, in its entirety.

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

<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.

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.

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 bid 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.**

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. Visitors to the courthouse will be required to have their temperature taken (and pass), apply hand sanitizer (provided), and wear a mask within the courthouse. If a visitor does not have a mask on-hand, one will be provided. At times, these precautions may slow entry into the courthouse. 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.

5. Signatures

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

6. County Holidays – 2020:

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

7. Rejection or Withdrawal

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

8. 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. 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 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 highest dollar offeror 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.

9. 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.

10. 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.

11. 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/>) 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.

12. 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.

13. Specifications

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.

14. 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.

15. Currency

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

16. 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.

17. Certification

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

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

18. Definitions

"County" – Jefferson County, Texas.

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

19. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not

have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable.

Questions / Site Visit Requests

Any questions relating to these bid requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

Bidders may submit technical questions or a site visit request to Steve Stafford, County Engineer at 409-835-8584 or sstafford@co.jefferson.tx.us.

Important Note: Bid Requirement/Technical Questions and Site Visit Requests must be submitted (per instructions above) no later than 11:00 am CT, Wednesday, October 21, 2020.

Objective

The Jefferson County Purchasing Department will receive sealed bids for the Sale of the Ford Park Entertainment Complex located at 5115 IH-10 South, Beaumont, Texas 77705; **with a Minimum Bid Amount of \$29,800,000.00.**

Jefferson County has determined that the above-identified parcel will be put up for public sale and will consider offers from potential buyers for the sale of the parcel.

Jefferson County reserves the right to reject any or all offers to buy the property or properties and to provide preference to a governmental agency or a non-profit that can support the needs of the County. The County further reserves the right, that if the land is not sold, to dispose of the property as it sees fit.

The above property is sold "as is, where is."

Bidder Qualifications and Responsibilities

It will be the Bidder's Responsibility to fully research the complex and its site plan, as well as any contracts, deeds, leases, or any other agreements for which the Ford Park Entertainment Complex and/or its facilities are legally bound.

FINANCIALS:

Bidder will be required to submit with bid submission a copy of their organization's/firm's most recent financial information that provides assurance to the County that bidder will be able to assume duties, liabilities, and obligations from the County for the contracts subject to novation as listed in this Invitation to Bid.

If the bidder will be purchasing the property as a cash transaction, the bidder must include certified documentation from bidder's financial institution or lender that the bidder has the cash or financial credit with the lender of the amount bid.

In any event, should Jefferson County require additional evidence of financial stability other than what is submitted, the Bidder will be expected to provide such acceptable evidence in order for the Bidder to be considered responsive to this Invitation for Bid.

CONFIDENTIALITY OF FINANCIAL INFORMATION PROVIDED: JEFFERSON COUNTY will consider all financial information requested for this invitation for bid to be of a confidential nature. Any/All Financial Information provided by Bidder as requested for this invitation for bid will not be shared or released to any third parties.

It will be the Bidder's Responsibility to reimburse the County for any costs associated in the preparation of/or implementation of the sale of the complex: including any costs associated with obtaining a Fair Market Value Study/Report prior to the sale of the property.

The Successful Bidder will be required to provide a NON-REFUNDABLE "earnest money" deposit equal to at least two percent (2%) of the offering price to the County within ten (10) working days of the notification of award of the right to buy the property. Closing of the property must be completed within sixty (60) days of the notification of award. The Successful Bidder will be responsible to pay all closing costs associated with the sale of the property and if bidder desires a title policy for the property, such policy will be the responsibility of and paid for by the successful bidder.

All offers must be submitted on the official Bid Form included (on Page 13) of these bid specifications.

Please Note: This invitation for bid is not seeking an agent to represent the County in the offering or sale of the property and no agent shall receive payment, fees, etc. from the accepted price to be paid for the property. If the buyer utilizes a broker, all fees and commissions due to broker are the sole responsibilities of the buyer.

Subject to the terms and conditions contained herein, (i) the JEFFERSON COUNTY, TEXAS ("COUNTY") will agree to irrevocably novate and transfer to SUCCESSFUL BIDDER ("PURCHASOR") all of COUNTY's rights, title and interests and duties, liabilities and obligations under the Contracts listed and described below so as to substitute PURCHASOR for COUNTY as a party to these Contracts for all purposes as of the Effective Date of PURCHASOR's purchase of Ford Park (the "Novation"), (ii) PURCHASOR will irrevocable accept such rights, title and interests and assume such duties, liabilities and obligations from the COUNTY under the Contracts listed and described below as of the Effective Date of PURCHASOR's purchase of Ford Park and releases the COUNTY from all such duties, liabilities and obligations thereunder which would otherwise be required or occur on and after the Effective Date. PURCHASOR WILL AGREE TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FROM ANY AND ALL CLAIMS ARISING OUT OF THE AGREEMENT TO NOVATE THE EXISTING CONTRACTS LISTED AND DESCRIBED BELOW INCLUDING PAYING ALL DAMAGES, ATTORNEY'S FEES AND EXPENSES. SUCH INDEMNIFICATION WILL BE AS BROAD AS PERMITTED BY THE LAW. THE COUNTY SHALL HAVE THE SOLE RIGHT TO DETERMINE THE LANGUAGE TO BE INCLUDED IN THE INDEMNIFICATION AGREEMENT CALLED FOR HEREIN.

CONTRACTS SUBJECT TO THIS NOVATION ARE, BUT NOT LIMITED TO:

1. Spectra Venue Management agreement;
2. Young Men's Business League's lease agreement;
3. Golden Triangle Sports Academy lease agreement;
4. Southeast Texas Baseball Academy lease agreement;
5. Gulf Coast RV Resort management agreement;
6. Ford Motor Company naming rights agreement;
7. Community Bank sponsorship agreement;
8. Miller Brewing Company sponsorship agreement;
9. Ticketmaster Entertainment, Inc. agreement;
10. PepsiCo, Inc. agreement;
11. Swanson (Alcoholic Beverage Sales) agreement;
12. Pritchard Cleaning Services agreement; and

13. Any other contract related to Ford Park or the land that Purchasor is placing bid on.

Facility Information

For purposes of this Invitation for Bid, the facilities for sale and referred to as the “Ford Park Entertainment Complex” are to include: Ford Fields, Ford Pavilion, Ford Arena, Ford Exhibit Hall, The Barns, Ford Midway, Gulf Coast RV Resort (land lease), Golden Triangle Sports Academy (land lease), Southeast Texas Baseball/Softball Academy LLP (land lease).

Ford Park Entertainment Complex is multipurpose facility (sitting on 221 acres) that is owned by Jefferson County and currently under the management of Spectra Venue Management.

Metes & Bounds can be found in Appendix I of this bid specifications packet, within the Special Warranty Deed document.

The following facilities are managed by Spectra Venue Management:

- **Ford Fields** – opened in 2002. It is comprised of 12, championship caliber, fast pitch youth softball/baseball fields. Each field has hard covered stands and all-weather-in fields. The complex has one centralized gate, concession stands, restrooms, and 1,000 on-site parking spaces.
- **Ford Pavilion** – opened in the Spring 2003. The 14,000-seat Pavilion has first class amenities including state-of-the-art lighting and sound, ample parking, restrooms, food and beverage plazas.
- **Ford Arena** – opened in the Fall of 2003. The 8,500 seat multi-purpose arena hosts concerts, rodeos, circuses, motor sports and many other special events.
- **The Arena Club** – a 2,300 sq. ft. club room inside the arena hosts meetings and large group events.
- **The Arena Floor** - the arena floor offers a location that can be personally designed for sit-down dinners with parties of 250 to 1,000. It can also be used for trade and consumer show floor space.
- **The Main Lobby** – an 11,000 sq. ft. lobby that can be setup for formal banquets with parties of 200, into a “nightclub” for teen dance parties, or concert hall for up to 800.
- **Meeting Rooms** - Ford Park has 8 meeting rooms ranging in size from 525 sq. ft. to 1,680 sq. ft.
- **Ford Exhibit Hall** – opened in the Fall of 2003. The 48,000 sq. ft. of exhibit space includes eight individual meeting rooms, an 11,000 square foot lobby or pre-function space, a full kitchen for catering, concession stands and restrooms. The exhibit hall is flexible enough to accommodate small banquets for 200 up to large company picnics for 1,000+. The exhibit hall also hosts concerts as well as consumer and trade shows. Ford Exhibit Hall is attached to the Arena offering a combined 83,000 sq. ft. of space.
- **The Barns** - two free-span, open air barns offering space for such events as a company picnic, trail ride, or family reunion. The large barn measures to 44,000 sq. ft. while the small barn measures to 25,000 sq. ft. Call for rates.
- **Ford Midway** – opened in the Fall of 2003. With 9 acres of paved Midway, there is plenty of room for festivals, fairs, and rodeos. Structures in Ford Midway include a 45,000 sq. ft. practice arena, over 25,000 sq. ft. of covered barn space and a dedicated parking area.

The following facilities are not managed by Spectra Venue Management:

- **Gulf Coast RV Resort (Management Contract with I10 R.V., LLC):** consists of (125) large concrete pull-through RV camping sites with picnic tables, private air-conditioned restrooms/showers, swimming pool with sun deck, exercise room, playground, laundry, meeting room, store (RV Supplies/Souvenirs).

- **Golden Triangle Sports Academy (Land Leased to Tenant):** consists of two 10,000 sq. ft. indoor climate-controlled buildings.

Building 1: has a 2000 sq. ft. Pro-Shop and eight retractable cages and three softball/baseball pitching machines.

Building 2: consists of a fully indoor climate-controlled infield area spanning over the entire 10,000 sq. ft. The turf mimics a full-size diamond with removable bases and pitching mound to accommodate a wide variety of ages. This area will allow a team or group the opportunity to conduct a full team workout in one area while indoors.

- **Southeast Texas Baseball/Softball Academy LLP** (Land Leased to Tenant): The Academy is a 10,065 sq.ft. building to train for baseball and softball year round. There are two (2) coin operated cages with an automated retrieval system to pick up the balls. Each cage has a baseball pitching machine in it. The baseball machines are Iron Mike pitching machines that pitch the ball with an arm so you can work on your timing along with your swing. There are also have seven lesson cages for team or individual rental & private lessons. The cages are full 68 ft. cages that will be used for professional instruction in all phases of the game, or for personal and team rental.

Mineral Rights

All mineral rights shall remain the property of the parties granted in Deeds (per APPENDIX H).

Right of First Refusal

A right of first refusal to County will be negotiated in the contract sale with successful bidder.

Bidder Information Form

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

Bid Number & Name: Invitation for Bid (IFB 20-048/YS)
Re-bid Sale of Ford Park Entertainment Complex

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

Primary Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

Mailing Address:

Address

City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to purchase property as described within these specifications, 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:

_____	For clarification of this offer, contact:	
Company Name		
_____	_____	
Address	Name	
_____	_____	
City	State	Zip
_____	Phone	Fax
Signature of Person Authorized to Sign	_____	
	E-mail	

Printed Name		

Title		

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following Jefferson County property:

Ford Park Entertainment Complex

The Contractor is now bound to purchase the property 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.

The contract shall henceforth be referred to as Contract No. 20-048/YS

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

**Bidder Instructions: Offer must be submitted on this Bid Form.
Please print clearly.**

The Minimum Bid Amount for this Invitation for Bid is: \$29,800,000.00.

Bid Item Description	Bid Amount
Ford Park Entertainment Complex	\$ _____ . _____

The Successful Bidder will be required to provide a NON-REFUNDABLE “earnest money” deposit equal to at least two percent (2%) of the offering price to the County within ten (10) working days of the notification of award of the right to buy the property. Closing of the property must be completed within sixty (60) days of the notification of award. The Successful Bidder will be responsible to pay all closing costs associated with the sale of the property and if bidder desires a title policy for the property, such policy will be the responsibility of and paid for by the successful bidder.

Payment shall be made by the successful bidder on day of closing by guaranteed funds.

Payment will be made to:
Jefferson County Auditor
Patrick Swain
1149 Pearl Street, 7th Floor
Beaumont, TX 77701

Acknowledgment of Addenda (if any):

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

Bidder Shall Return Completed Form with Offer.