



JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6
Karen J. Stewart, MBA, CTP Business Manager: Purchasing Agent

6550 Walden Rd., Beaumont, Texas 77707 Phone: 409-842-1818 Fax: 409-842-2729

Legal Notice
Advertisement for Invitation for Bids
June 23, 2015

Notice is hereby given that sealed bids will be accepted by Jefferson County Drainage District No. 6 for a (IFB 15-012/KJS) Term Contract for Portland Cement Stabilized Sand (Plant Mixed). Specifications may be obtained from Jefferson County Drainage District No. 6 offices located at 6550 Walden Rd., Beaumont, Texas or, for more information regarding bid documents you may call Paula Anderson at (409) 842-1818. Electronic packets are available upon request to kstewart@dd6.org.

Bids are to be sealed and addressed to Jefferson County Drainage District No. 6 and marked "Administrative Sealed Bid" with "(IFB 15-012/KJS) Term Contract for Portland Cement Stabilized Sand (Plant Mixed)" on the outside of the envelope. Bidders shall forward an original and one (1) copy of their bid to the address shown below. Jefferson County Drainage District No. 6 does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Administrative bids will be publicly opened and read aloud in the Jefferson County Drainage District No. 6 boardroom at the time and date below. Bidders are invited to attend the administrative sealed bid opening.

BID NAME: Term Contract for Portland Cement Stabilized Sand (Plant Mixed)
BID NUMBER: IFB 15-012/KJS
DUE DATE/TIME: 2:00 PM, Thursday, July 16, 2015
MAIL OR DELIVER TO: Jefferson County Drainage District No. 6
6550 Walden Rd.
Beaumont, Texas 77707

We look forward to your active participation in this solicitation.

Sincerely,

Karen J. Stewart, MBA, CTP
Business Manager: Purchasing Agent
Jefferson County Drainage District No. 6

Publish: Beaumont Enterprise Wednesday July 1st & July 8th, 2015

IFB 15-012/KJS
Term Contract for Portland Cement Stabilized Sand
(Plant Mixed)
Bids due: 2:00 PM, Thursday May 7, 2015

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**BIDDER IS RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES (MARKED WITH AN "X" ABOVE)
WITH THE BID. FAILURE TO RETURN ALL REQUIRED FORMS COULD RESULT IN A BID BEING
DECLARED AS NON-RESPONSIVE.**

Instructions to Bidders

1. Bid Submission

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

Jefferson County Drainage District No. 6
6550 Walden Road
Beaumont, TX 77707

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 in an administrative bid opening in the District Boardroom.

All bids shall be tightly sealed in an opaque envelope and plainly marked with 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 Drainage District No. 6 (the District) and will be a matter of public record available for review.

2. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

3. Signatures

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

4. District Holidays – 2015:

January 1	Thursday	New Year's Day
January 19	Monday	Martin Luther King, Jr. Day
February 16	Monday	President's Day
April 3	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veterans Day
November 26-27	Thursday-Friday	Thanksgiving
December 24-25	Thursday-Friday	Christmas

5. 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. The District 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. At times the District will ask for equipment pricing to be extended for up to one calendar year, but this will be stated specifically in the Bid Form if applicable.

6. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to the District— price and other factors considered. Unless otherwise specified in this IFB, the District 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 the District. Any bidder who is in default to the District at the time of submittal of the bid shall have that bid rejected. The District has the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity to specifications in the bid, as determined by (the District), shall be deemed non-responsive and the offer rejected.

In evaluating bids, the District 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, (the District) 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.

7. Contract

A response to an IFB is an offer to contract with the District based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by (the District) Board of Director or General Manager, 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.

8. Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County Drainage District No. 6 as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

9. 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.

10. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be upon available request to kstewart@dd6.org as soon as possible following bid opening. A final tabulation will be available following bid award, and will also be available for review at 6550 Walden Rd., Beaumont, Texas 77707.

11. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file at 6550 Walden Rd, Beaumont, Texas 77707, as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at 6550 Walden Rd, Beaumont, Texas 77707.

12. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County Drainage District No. 6'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 (the District), 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. The District 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.

13. 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.

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. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by written Notice to Proceed or Purchase Order.

18. 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.

19. Definitions

"The District" – Jefferson County Drainage District No. 6, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County Drainage District No. 6.

20. State Auditor Clause

By executing this bid, the bidder, if awarded a contract, accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to a contract. The successful bidder or any of its subcontractors shall comply with and cooperate in any such investigation or audit. The successful bidder agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The successful bidder also agrees to include a provision in any subcontract related to this bid that requires the subcontractor to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the bid and or contract, if an award is made to the bidder.

21. Financial Records

The successful bidder and its subcontracted parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the State, or Jefferson County Drainage District No. 6. Accounting by successful bidder and its subcontracted parties shall be in a manner consistent with generally accepted accounting principles.

22. No Debt Against the State

Any contract issued as a result of this bid is in agreement and shall not be construed as creating any debt by or on behalf of the State of Texas, and all obligations of the State of Texas are subject to the availability of funds. The validity or construction of any Agreement resulting from this bid, as well as the rights and duties of the parties herein under, shall be governed by the laws of the State of Texas, in Jefferson County.

23. Payments

After an award of bid, bidder will submit all billings to the District with proper documentation. Providing the invoicing has been received with correct format within 5 working days before the next regularly scheduled Board of Directors meeting, held twice monthly, the payment will be processed and mailed within 3 business days after each board meeting

24. General Insurance Requirements

I. Commercial General Liability Limits:

Each Occurrence	\$1,000,000
Fire Damage to Rented Premises	\$ 100,000
Medical Expenses	\$ 5,000
Personal & Adv. Injury	\$1,000,000
General Aggregate	\$2,000,000
Products-Comp/Ops Aggregate	\$2,000,000

II. Auto Liability Limits:

Combined Single Limits for Owned, Hired & Non-Owned	\$1,000,000
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III. Umbrella Liability Limits:

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

IV. Worker's Compensation Limits:

Workers' Compensation	Statutory
Employer's Liability	\$ 500,000/500,000/500,000

Prior to commencement of work, Vendor shall furnish ACORD 25 (2010/05) certificates verifying coverage and limits outlined above and other provision set forth below. Such insurance shall be provided by carriers rated by AM Best & Company and deemed acceptable by the District.

Certificates shall document Waiver of Subrogation provisions in favor of the District on Commercial General Liability, Auto Liability, Umbrella Liability, and Workers Compensation policies.

Certificates shall document Additional Insured provisions in favor of the District on Commercial General Liability, Auto Liability, and Umbrella Liability policies.

Companies furnishing Temporary Personnel shall amend their Workers Compensation policy to include Alternate Employer Endorsement (Texas -- WC 000301) naming Jefferson County Drainage District No. 6.

Certificates shall document reasonable cancellation provisions to protect the interests of the District.

Coverage and Limits set forth above are minimum requirements and may be adjusted by the District to include higher limits and other coverage such as Professional Liability, Pollution Liability, USL&H, Jones Act, and Protection & Indemnity.

Please direct Certificates of Insurance to the attention of Paula Anderson, Administrative Assistant for approval and further handling.

Paula Anderson
Administrative Assistant
Jefferson County Drainage District No. 6
6550 Walden Rd. / P.O. Box 20078
Beaumont, Texas 77720-0078
E-mail: pkanderson@dd6.org
Phone: (409) 842-1818

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Karen J. Stewart, Business Manager: Purchasing Agent (e-mail: kstewart@dd6.org, Phone: 409-842-1818, regarding any questions or comments. Please reference bid number 15-006/KJS.

Jefferson County Drainage District No. 6 is requesting bids for an annual contract for furnishing Portland Cement-Stabilized Sand (Plant Mixed), to be used on various projects within Jefferson County Drainage District No. 6 boundaries. The contract will begin upon award by the Board of Directors. There is no guarantee of any amount of material to be purchased during this contract term and amounts will be ordered, as needed only, throughout the contract period.

There are no exact quantities being bid, and quantities could vary on every load.

DRAFT

Preparation of Bids

Prices are requested per ton F.O.B. bidder's plant loaded onto District trucks and delivery to locations as ordered by the District on delivery cost on 5 miles, 10 miles, 15 miles, and 25 miles and over from the plant. Delivery charges are quoted separately in addition to the material.

Prices are requested per ton for 1 1/2-sack per ton, 2-sack per ton, 3-sack per ton, 4-sack per ton, and 5-sack per ton mix to be loaded onto District trucks at vendor's plant. A separate price is requested for delivery charge, quoted separately, in addition to the material.

If materials are picked up at the vendor's plant and loaded onto District trucks, no District truck shall be required to wait more than 15 minutes before the material is loaded onto the truck.

Material that is to be delivered to jobsites shall be scheduled for delivery with one day's prior notice from the District.

Bidder shall state the location of the plant where material is to be picked up. Should there be more than one yard at which material is available, the locations must be stated on the bid sheet. The District has the option to pick up material at the location most advantageous to it.

Should the successful bidder be unable to furnish the material, the District shall have the right to purchase cement-stabilized sand (plant mix) material from another supplier of its choice.

When the vendor is unable to furnish the cement-stabilized sand (plant mix), the vendor shall notify the District at (409) 842-1818.

If a problem develops with the cement-stabilized sand (plant mixed) during the contract period, samples shall be taken by a third party laboratory representative in the presence of a representative from both the District and the successful bidder. If the results of the test reveal the samples taken do not meet the specifications; the cost of the test shall be at the expense of the successful bidder. The successful bidder shall make satisfactory adjustments for all products delivered which do not comply with the District's specifications. This will include rectification of all construction completed with the inferior material. If the results of the test reveal the samples submitted meet the District's specifications, the District will bear the cost of the test.

Under the "Hazardous Communication Act," commonly known as "Texas Right to Know Act," a bidder must provide the District with a Material Safety Data Sheet which is applicable to hazardous substances defined in the act. Failure to supply these documents by any bidder will be a cause to reject any bid.

The District shall reserve the right to reject the bid of any bidder who does not have "certified scales," which shall be certified by the Weights and Measurers Division of the Department of Agriculture of the State of Texas, or certified by a company duly registered with the said Department of Agriculture. Each load of material sold on a unit weight basis shall be weighed on certified scales.

Jefferson County Drainage District No. 6 is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

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 disagreements in the bid as a result of omission, effort, or illegible wording shall be interpreted in the favor of Jefferson County Drainage District No. 6.

Annual Material Contract Bid Proposal

Prices shall be firm for a period of one year beginning upon the date of award of a bid by Jefferson County Drainage District No. 6. Prior to the end of one year, with 30-day notification of no change in pricing, the District may renew this contract for a period of one additional year at the prices quoted. In either event, the contractor will continue to provide material until such time as a new contract with the next successful bidder may be initiated. There shall be no increase in prices should an extension be granted. Any terms and conditions stated in the original specifications will apply to any extended periods. Approval on behalf of the District to renew this contract shall be made by the Board of Directors or its designee.

**OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

(IFB 15-012/KJS)

Term Contract for Portland Cement Stabilized Sand (Plant Mixed)

To Jefferson County Drainage District No. 6:

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 Drainage District No. 6.

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

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

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 and Title					

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

(IFB 15-012/KJS)

Term Contract for Portland Cement Stabilized Sand (Plant Mixed)

The Offer is hereby accepted for the following items: Term Contract for Portland Cement Stabilized Sand (Plant Mixed) Jefferson County Drainage District 6. Contract Term: One (1) year from date of award with an option to renew for four (4) additional one (1) year extensions.

The Contractor is now bound to sell the materials or services listed based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County Drainage District No. 6.

This contract shall henceforth be referred to as Contract No. 15-006/KJS, Term Contract for Portland Cement Stabilized Sand (Plant Mixed) for Jefferson County Drainage District No. 6. 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 Drainage District No. 6 Purchasing Agent.

Countersigned:

Joshua W. Allen, Sr., President, Board of Directors
Jefferson County Drainage District No. 6

Date

BIDDER MUST RETURN THIS PAGE WITH OFFER

BID SHEET

(IFB 15-012/KJS)

TERM CONTRACT FOR PORTLAND CEMENT STABILIZED SAND (PLANT MIXED)

Opening at 2:00 PM on Thursday, July 16, 2015

Description of Material Point of Delivery	Price	Unit
Portland Cement-Stabilized Sand (Plant Mixed), Plant Site: 1 Yi-Sack/Ton Mix	\$	/ ton
Portland Cement-Stabilized Sand (Plant Mixed), Plant Site: 2-Sack/Ton Mix	\$	/ ton
Portland Cement-Stabilized Sand (Plant Mixed), Plant Site: 3-Sack/Ton Mix	\$	/ ton
Portland Cement-Stabilized Sand (Plant Mixed), Plant Site: 4-Sack/Ton Mix	\$	/ ton
Portland Cement-Stabilized Sand (Plant Mixed), Plant Site: 5-Sack/Ton Mix	\$	/ ton
Delivery Cost Per Mile: 5 - 9.99 Miles Distance from Plant Site to Job Site only	\$	/ mile
Delivery Cost Per Mile: 10 - 14.99 Miles Distance from Plant Site to Job Site only	\$	/ mile
Delivery Cost Per Mile: 15 - 25 Miles Distance from Plant Site to Job Site only	\$	/ mile
Location of Plant(s):		

Terms: _____% Discount, Net _____ Days

COMPANY SUBMITTING BID:

Name: _____

Address: _____

City, State: _____

Contact Numbers: _____

Officer's Signature: _____ Date: _____

Printed Name

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

BIDDER MUST RETURN THIS PAGE WITH OFFER