



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
July 28, 2015

Notice is hereby given that sealed bids will be accepted by Jefferson County Drainage District No. 6 for a (IFB 15-014/KJS) Term Contract for Temporary Personnel for Jefferson County Drainage District No. 6. 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 15-014/KJS) (Term Contract for Temporary Personnel for Jefferson County Drainage District No. 6)" on the outside of the envelope. Bidders shall forward an original and one (1) copy of their bid to the address shown below. The District 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 Temporary Personnel for Jefferson County Drainage District No. 6 BID
NUMBER: IFB 15-014/KJS
DUE DATE/TIME: 2:00 PM, Thursday, August 13, 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 Thursday July 30th & August 5th, 2015

IFB 15-014/KJS
Term Contract for Temporary Personnel for Jefferson County
Drainage District No. 6.

Bids due: 2:00 PM, Thursday August 13, 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. The successful bidder must have temporaries ready for work within 30 calendar days from the award date.

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.

Funds for payment are provided by the District's budget approved by the Directors of the District for the fiscal year only. In the event that a contract extends beyond the District's current fiscal year, and the Directors do not approve a second year budget expense for contract temporary labor, this contract for services will be canceled.

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 (IFB 15-014/KJS).

Objective

Jefferson County Drainage District No. 6, hereinafter called "the District" is interested in receiving bids from firms, hereinafter called "the Contractor", interested in becoming the contract provider of temporary personnel.

Scope

The Contractor will be responsible for providing temporary personnel such as semi-skilled labor, equipment operators, truck drivers, welders, mechanics, data entry and secretarial/clerical staff on a temporary basis as required by the District (see specific job descriptions attached).

Contractor must be able to provide qualified employees to fill each of the positions listed by September 13, 2015. Contractor must also be able to provide a qualified replacement as soon as possible, as requested by the District, not to exceed 24 hours if the original worker is absent for any reason or is deemed by District management to be unacceptable.

Temporary personnel are required to be high school graduates or have G.E.D.'s. All operators and truck drivers must possess a valid driver's license at a minimum. If operating over public highways in a vehicle which requires a C.D.L. license to operate, the individual must possess a valid Texas C. D. L. license.

Successful bidder must be willing to man temporary employees during an emergency disaster and be able to continue to adhere to pay dates during the disaster period. Verification of policies which will apply during an emergency opening and after a disaster must be approved by the District.

Contractor must agree to provide all payroll services, workers' compensation, and unemployment insurance for any temporary employees supplied. Contractor must also agree to comply with all federal and state regulations pertaining to employment, including, but not limited to, ADA, FMLA, FLSA, and Equal Employment Opportunity. Contractor should also provide a benefits package to the temporary employee at its expense. The Contractor is the employer of all temporary employees and is responsible for all compliance items related to ACA. The Contractor must charge the District for the cost differential to reflect the cost of providing healthcare to those full time ACA people. All ACA compliant fees will be paid by the Contractor and invoices furnished as a backup to the District for reimbursement to the contractor with no administrative fee markup. A list of all benefits provided should accompany this bid.

All temporary employees are to be paid on a weekly basis. Time runs Monday through Sunday, and temporary employees are to be paid on Friday of the same week, for time accumulated for the preceding week.

A material and mechanic man lien release must be provided to the District at the end of the contract period with proof of payment and releases for all payroll taxes.

Contract Term and Renewals

Contract Term is two (2) years from date of award with an option to renew for two (2) additional two (2) year extensions. The contract is estimated to commence on August 13, 2015, and terminate on August 12, 2017. In either event, the contractor will continue to provide personnel until such time as a new contract with the next successful bidder may be initiated. The District currently works a semi-skilled temporary work force of approximately 28-55 (46 as of 1/13/2015 and this varies daily) individuals on a daily basis except for those days affected by inclement weather conditions. There is also a need for truck drivers, welders, and mechanics on an as-needed basis. Intermittently throughout the year, there is a need for secretarial/clerical and/or data entry temporary personnel to compliment normal staff. The anticipated number of hours to be worked each week is 40. The District does not guarantee any number

of hours and reserves the right to decrease or increase the time frame of temporary personnel as needed by the District.

The District will reimburse Contractor for any District approved Safety Award and Christmas Gift Certificate at actual cost, with no administrative fee markup.

Preparation of Bids

Prices are requested for various classes of temporary personnel the District may use. Contractor must agree to provide all payroll services, workers' compensation and unemployment insurance for any temporary employee supplied. The District will have the right to instruct, supervise, direct, assign, schedule and evaluate the temporary employees provided by the Contractor while temporary employee is under assignment at the District. Contractor agrees to comply with all federal and state regulations pertaining to employment, including, but not limited to ADA, FMLA, FLSA, ACA and Equal Employment Opportunity. Contractor shall provide a benefits package to the temporary employee at its own expense. The successful Contractor must provide a company handbook to the District describing benefits provided. Each temporary employee will fill out a time sheet provided by the District. The time sheets will be turned into the payroll department daily. Payments made to the Contractor will be based upon the hours reported on the time sheets, which are signed by Contractors individual employee, DD6 foreman and field superintendent (or his relief).

Upon temporary employee reporting to the District for initial assignment, the contractor will provide rubber boots and safety glasses if the job description calls for such items. If a job assignment calls for rain gear or hard hat, these items will NOT be furnished by the District. Temporary employees will be expected to follow the District's safety practices.

Temporary employees will be expected to conform to the requirements of the District's Drug and Alcohol Policy (see attached policy). All temporary employees will be required to pass a drug test performed and paid for by Contractor prior to being placed on assignment at the District. The cost of the testing will be the responsibility of the Contractor. The District will be provided with verification of a negative test before the temporary employee is allowed to go to work.

All temporary employees will have a criminal history and driver's license report. All reports must adhere to District requirements.

Proposals for provision of temporary employees should include complete information about fees, qualifications, experience, and financial strength of the Contractor.

All bidders are expected to comply with all local, state, and federal insurance laws and regulations relative to the preparation and submission of proposals and bids. All proposals submitted will be presumed to be in compliance with all applicable laws.

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 percent of mark-up on hourly wage for each position listed. Also the percentage markup charged for hours worked in excess of 40 each week should be bid. In case of conflict between price and extension, the total hourly wage extension will govern. Any disagreements in the bid as a result of omission, error, or illegible wording, shall be interpreted in the favor of Jefferson County Drainage District No. 6. Each skilled labor category has a range in which the temporaries are paid. The salary representations on the bid form will be a beginning point of that particular range.

Certification

By signing this page, bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. 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.
3. 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.
4. There is no guarantee temporaries will work daily, and bidder understands the District makes no guarantee of any amount of hours.

By execution of this document, bidder accepts all general and special conditions of these specifications. This entire document will be included as part of the final contract for successful bidder.

Company Submitting Bid:

Address: _____

City, State: _____

Contact Numbers: _____

Officer's Signature: _____ Date: _____

Printed Name

Bidder Shall Return Completed Form with Offer.

OFFER AND ACCEPTANCE FORM OFFER TO CONTRACT

(IFB 15-014/KJS)

Term Contract for Temporary Personnel for Jefferson County Drainage District No. 6

To Jefferson County Drainage District No. 6:

We hereby offer and agree to furnish the materials 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.

Contract Term is two (2) years from date of award with an option to renew for two (2) additional two (2) year extensions

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 15-014/KJS)
**Term Contract for Temporary Personnel for
Jefferson County Drainage District No. 6**

The Offer is hereby accepted for the following items: Temporary Personnel as shown on the bid tab.

The Contractor is now bound to provide Temporary Personnel 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. (15-014/KJS), Term Contract for Temporary Personnel 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

Term Contract for Temporary Personnel for Jefferson County Drainage District No. 6

Opening at 2:00 PM on Thursday, August 13, 2015

Will the bidder be able and willing to provide additional temporaries in job positions not listed, as needed by the District, at a negotiated rate? _____yes _____no

Hourly rates will vary; please provide the percentage markup for each category of labor shown below.

REQUIRED PERSONNEL			
Item Number	*Job Class Codes	Job Name	Percentage Mark-Up
1	7520	Semi-Skilled Labor	%
2	7520	Utility/Skilled Labor	%
3	7520	Heavy Equipment Operator	%
4	7520	Equipment Operator	%
5	7520	Truck Driver	%
6	8107	Welder	%
7	8107	Mechanic	%
8	8810	Data Entry	%
9	8810	Secretarial/Clerical	%

OVERTIME MARKUP ON ABOVE JOBS			
Item Number	*Job Class Codes	Job Name	Percentage Mark-Up
10	7520	Semi-Skilled Labor	%
11	7520	Utility/Skilled Labor	%
12	7520	Heavy Equipment Operator	%
13	7520	Equipment Operator	%
14	7520	Truck Driver	%
15	8107	Welder	%
16	8107	Mechanic	%
17	8810	Data Entry	%
18	8810	Secretarial/Clerical	%

*As defined by Texas Municipal League's "Classification Codes".

BIDDER MUST RETURN THIS PAGE WITH OFFER

BID SHEET (Continued)

Term Contract for Temporary Personnel for Jefferson County Drainage District No. 6

Opening at 2:00 PM on Thursday, August 13, 2015

MISCELLANEOUS ITEMS REIMBURSEMENT ONLY				
Item Number	Item Description	Cost (Actual Expense)	Percentage Mark-Up	Total Cost
19	ACA Affordable Care Act	\$	%	\$
20	Safety Awards	\$	%	\$
21	Christmas Gift Certificate	\$	%	\$

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

BIDDER MUST RETURN THIS PAGE WITH OFFER