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**LEGAL NOTICE**  
**Advertisement for Invitation for Bids**

December 4, 2018

Notice is hereby given that sealed bids will be accepted by the Jefferson County Drainage District No. 6 Purchasing Department for IFB 18-012/KJS, New Cab and Chassis Dump Truck with alternate bed option for Jefferson County Drainage District No. 6. Specifications for this project may be obtained from the Jefferson County Drainage District No. 6 webpage <http://www.dd6.org/purchasing/bid-specs/bids>

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and three (3) copies 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. 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 sealed bid opening.

**BID NAME:**                      **New Cab and Chassis Dump Truck / Alt Bed Option**  
**BID NO:**                              **IFB 18-012/KJS**  
**DUE DATE:**                        **2:00 PM, Thursday, January 10, 2019**

**MAIL OR DELIVER TO: Jefferson County Drainage District No. 6**  
**Purchasing Department**  
**6550 Walden Rd.**  
**Beaumont, Texas 77707**

Any questions relating to these requirements should be directed to Karen J. Stewart, Purchasing Agent, at 409-842-1818 or [kstewart@dd6.org](mailto:kstewart@dd6.org).

Jefferson County Drainage District No. 6 reserves the right to accept or reject any or all bids, to waive technicalities and to take whatever action is in the best interest of the District.

All interested vendors 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.**

Karen J. Stewart, MBA, CTP  
Business Manager: Purchasing Agent  
Jefferson County Drainage District No. 6, Texas  
Publish: Beaumont Enterprise December 5<sup>th</sup> and 12<sup>th</sup>, 2018

**IFB 18-012/KJS**  
**New Cab and Chassis Dump Truck Bids**  
**due: 2:00 PM CST, November 29, 2018**

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**Bidder is responsible for returning all required pages (marked with an “X” above) with the bid.**

# Instructions to Bidders

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## 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 Purchasing Department  
6550 Walden Rd.  
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.

**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 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 District 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 District 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 District 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 District reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal District processes, and bid submissions cannot be received by Jefferson County Drainage District No. 6 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 District processes resume.

## 3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

## 4. 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.

## 5. District Holidays – 2018:

January 1	Monday	New Year's Day
January 15	Monday	Martin Luther King, Jr. Day
February 19	Monday	President's Day
March 30	Friday	Good Friday
May 28	Monday	Memorial Day
July 4	Wednesday	Independence Day
September 3	Monday	Labor Day

November 12	Friday	Veterans Day
November 22 & 23	Thursday & Friday	Thanksgiving
December 24-25	Monday & Tuesday	Christmas

**6. 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 Drainage District No. 6 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 120 days after opening date.

**7. Emergency/Declared Disaster Requirements**

In the event of an emergency or if Jefferson County Drainage District No. 6 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 District, 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 District'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.

**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 Drainage District No. 6 – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County Drainage District No. 6 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 Drainage District No. 6. Any bidder who is in default to Jefferson County Drainage District No. 6 at the time of submittal of the bid shall have that bid rejected. Jefferson County Drainage District No. 6 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 Drainage District No. 6, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County Drainage District No. 6 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 Drainage District No. 6 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 Drainage District No. 6 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 Board of Directors 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 Drainage District No. 6 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 Drainage District No. 6 Board of Directors, 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 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.

**11. 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.

**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. 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 District Purchasing Agent.

**13. 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 Jefferson County Drainage District No. 6, 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 Drainage District No. 6 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.

**14. 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.**

**15. 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.

**16. Currency**

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

**17. 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.

**18. Notice to Proceed/Purchase Order**

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

**19. 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.

**20. Definitions**

“District” – Jefferson County Drainage District No. 6.

“Vendor” – The bidder whose proposal is accepted by Jefferson County Drainage District No. 6.

# General Conditions of Bidding and Terms of Contract

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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 Drainage District No. 6 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 Drainage District No. 6 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 one-hundred twenty (120) 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 Drainage District No. 6.

**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 Drainage District No. 6 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 Drainage District No. 6.

**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 Drainage District No. 6 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 Drainage District No. 6 reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County Drainage District No. 6 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 District. Jefferson County Drainage District No. 6 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 Drainage District No. 6 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 District. 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 Drainage District No. 6 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 Drainage District No. 6. Instructions and training shall be at no additional cost to The District.

**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 Drainage District No. 6 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 Drainage District No. 6 for any and all damages that may be assessed against The District.

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

**2.12 Samples, Demonstrations and Testing.** At Jefferson County Drainage District No. 6'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 Drainage District No. 6. 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 District. 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 within the District 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 Drainage District No. 6 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 District. 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 Drainage District No. 6 Purchasing Department and recommendation to Jefferson County Drainage District No. 6 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 Drainage District No. 6 Purchasing Department reserves to 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 Drainage District No. 6 Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The District 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 District 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 District 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 District.

### **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 Drainage District No. 6, shall constitute a contract equally binding between the successful bidder and Jefferson County Drainage District No. 6.

**4.2 Contract Agreement.** Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County Drainage District No. 6, may be renewed annually for up to four (4) additional years.

**4.3 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 Drainage District No. 6. No change order will be binding unless signed by an authorized representative of The District and the vendor.

#### **4.4 Termination**

**Termination for Cause.** District may terminate the contract, by providing vendor seven (7) days' notice if the vendor:

1. Repeatedly fails to supply necessary equipment, material, or properly skilled workers under this agreement;
2. Breaches any obligations under this agreement;
3. Disregards applicable laws, statutes ordinances, codes, rules and regulations;
4. Intentionally damages District's assets;
5. Repeatedly fails to perform its duties for the District; or
6. Becomes insolvent or files an action for bankruptcy.

**Termination for Convenience.** District may terminate the contract, by providing bidder thirty (30) days' notice, in whole or, from time to time, in part if the District determines that a termination is in the District's best interest without cause.

**Termination Activities.** Upon receipt of written notice from the District of such termination, the bidder shall:

1. Cease operations as directed by the District in the notice;
2. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
3. Except for Work directed to be performed prior to the effective date of termination stated in the notice, perform no further Work.

**Termination Damages** In the event of a Termination, the District reserves the right to award canceled contracts to the next lowest responsive bidder.

In the event of a Termination for Cause, the District reserves all its remedies in law or equity.

In the event of a Termination for Convenience, bidder will be entitled to reimbursement for work and materials actually performed and supplied, as mutually agreed upon by District and bidder. Bidder shall not be entitled to recover for unearned or anticipated work.

**4.6 Conflict of Interest.** Employees of the District 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 District without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

**4.7 Injuries or Damages Resulting from Negligence.** Successful vendor shall defend, indemnify and save harmless Jefferson County Drainage District No. 6 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 Drainage District No. 6 growing out of such injury or damages.

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

**4.9 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.

**4.10 Uniform Commercial Code.** The successful vendor and Jefferson County Drainage District No. 6 agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**4.11 Venue.** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in The District of Jefferson, Texas.

**4.12 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 Drainage District No. 6.

**4.13 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.

## Special Requirements/Instructions

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The following requirements and instructions supersede General Requirements where applicable.

### 1. Bid Requirement

Each bidder shall ensure that all parts of the bid are **completed and returned**. The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid.

Vendor shall use an opaque envelope, clearly indicating on the outside the Bid Number, Bid Description, and marked "SEALED BID". Jefferson County Drainage District No. 6 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 Agent prior to award recommendation to the Board of Directors. Bidders shall submit One (1) original and three (3) copies of the bid.

### 2. Multiple Vendor Award

Jefferson County Drainage District No. 6 reserves the right to award this contract to more than one vendor at The District's discretion.

### 3. 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 Drainage District No. 6.

### 4. Payment

Jefferson County Drainage District No. 6 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 Drainage District No. 6 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 Drainage District No. 6 Auditing Department, Attention: Accounts Payable, 6550 Walden Rd., Beaumont, TX 77707.

### 5. Usage Reports

Jefferson County Drainage District No. 6 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 Drainage District No. 6 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.

6. **Indemnification/ Hold Harmless**

**Contractor agrees to RELEASE, DEFEND, INDEMNIFY, and HOLD HARMLESS District its officers, directors, employees, and agents, from and against any and all claims, losses and expenses, including, without limitation, all costs, demands, damages, suits, judgments, fines, penalties, liabilities, debts, attorneys' fees, and causes of action of whatsoever nature or character, and further including, without limitation, any and all claims, losses and expenses for property damage, pollution, bodily injury, illness, disease, death, or loss of services, wages, consortium or society (the foregoing being herein individually and collectively referred to as "Claims, Losses and Expenses") directly or indirectly arising out of or related to bodily injury, illness, disease or death of, or damage to property of, Contractor, or its subcontractors, or its or their employees, in any way directly or indirectly, arising out of, or related to, the performance or subject matter of this Agreement or the ingress, egress, loading, or unloading of cargo or personnel, or any presence on any premises (whether land, building, vehicle, platform, aircraft, vessel or otherwise) owned, operated, chartered, leased, used, controlled or hired by District or Contractor or its subcontractors, and expressly including any sole or concurrent negligence, fault or strict liability (of whatever nature or character, preexisting conditions, and/or premises defects) of District or any other person or entity. The indemnity obligations set forth in this Section shall include any medical, compensation or other benefits paid by District in connection with employees of Contractor (or its subcontractors, if any) and shall apply even if the employee is determined to be the statutory or borrowed employee of District.**

## 7. 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

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The following requirements and specifications supersede General Requirements where applicable. Contact Karen J. Stewart, Business Manager: Purchasing Agent (e-mail: [kstewart@dd6.org](mailto:kstewart@dd6.org), Phone: 409-842-1818, regarding any questions or comments. Please reference bid number 18-012/KJS.

## 1. Objective

Jefferson County Drainage District No. 6 is seeking to purchase up to three (3) Dump Trucks. We are interested in either a Cab and Chassis (designed and built), or a Cab and Chassis with an installed bed (designed and built), or finally a Cab and Chassis with an installed bed purchased off the lot already built. Prices are requested by unit and should be bid as delivered to Jefferson County Drainage District No. 6's office located at 6550 Walden Rd., Beaumont, Texas 77707.

## 2. Minimum Specifications

- A. Quantity Up to three (3)- Kenworth T400 Series Conventional, Full Truck, Dump  
Or- Peterbilt 348 Series Full Truck Dump
- B. Application
  - a. Intended Serv: Local pickup and delivery vehicles which haul gravel, crushed rock, and sand
- C. Body
  - a. Type: End Dump
  - b. Length (ft): 15.0
  - c. Height (ft): 11.0
- D. Restrictions
  - a. Length (ft): 120
  - b. Width (ft): 102
  - c. Height (ft): 13.5
- E. Chassis
  - a. Fr Axle Load (lbs.): 20,000
  - b. Rr Axle Load (lbs.): 40,000
  - c. G.C.W. (lbs.): 66,000
- F. Special Requirements
  - a. U.S. Domestic Registry, 50-State

Data	Code	Description
Model		
0072000	O	Chassis operation will not include a stationary application. Stationary operation is defined as running the engine under load while stationary at a substantial fraction of engine gross horsepower (60% or greater) for an extended period of time (longer than 5 - 10 minutes).
0080050	O	CARB Idle Emissions Reduction Feature for PX-7 and PX-9
0091042	O	Gravel/crushed rock/sand
0093005	O	Local pickup & delivery. Vehicles which haul freight, typically operating within a 100-mile radius, on public streets & highways, & other paved surfaces, including limited Class C roads. Includes package & freight delivery, as well as fuel oil or petroleum distribution, etc. Road usage: minimum 3% Class B, do not code for Class D.
0095010	O	End dump
0098025	O	U.S. Domestic Registry, 50-State
Engine & Equipment		
0129546	O	PACCAR PX-9 350 2017 350@2000 321@2200 1150@1400 Includes turbo exhaust brake, no code is used. Diagnostic Plug for data link, Oil Cooler, Aluminum Flywheel Housing. N09200 N205 120..Standard Maximum Speed Limit [LSL] N09220 N207 0....Expiration Distance N09260 P14 68...Maximum Accelerator Pedal Vehicle Speed N09300 P19 68...Maximum Cruise Speed N09360 N203 252..Reserve Speed Function Reset Distance N09380 N202 0....Maximum Cycle Distance N09400 N206 10...Maximum Active Distance N09420 N201 0....Reserve Speed Limit Offset N09440 P11 NO...Engine Protection Shutdown N09460 P06 NO...Gear Down Protection N09480 P26 1400.Max PTO Speed N09500 P02 NO...Cruise Control Auto Resume N09520 P04 NO...Auto Engine Brake in Cruise N09540 N209 0....Expiration Distance N09560 P520 YES..Enable Idle Shutdown Park Brake Set N09580 P32 5....Timer Setting N09600 P233 YES..Enable Impending Shutdown Warning N09620 P234 60...Timer For Impending Shutdown Warning N09640 P516 35...Engine Load Threshold N09680 P33 NO...Idle Shutdown Manual Overrule N09720 P230 YES..Enable Hot Ambient Automatic Overrule N09740 P46 40...Low Ambient Temperature Threshold N09760 P56 60...Intermediate Ambient Temperature Threshold N09780 P47 80...High Ambient Temperature Threshold
1000156	O	Prospector Version 42.0 Replaces 41.2
1000684	O	Effective VSL Setting NA
1000857	O	Engine Idle Shutdown Timer Enabled
1000859	O	Enable EIST Ambient Temp Overrule
1000860	O	Enable EIST in PTO Mode Use only with MX and Cummins engines



1000891	O	Eff EIST NA Expiration Miles Use only with MX and Cummins engines
1002060	S	Air compressor: Cummins 18.7 CFM For Cummins And PACCAR PX engines.
1051092	S	Engine mount Powercore air cleaner. w/constant torque SS clamps, pop-up air restriction indicator. Pop-up indicator is standard.
1105230	O	Fan Hub: Horton 2-Speed for ISL9, ISL-G, PX-8 or PX-9
1122505	S	Cooling module: 1300 square inches. Includes aluminum radiator core, aluminum charge air cooler, translucent surge tank and washer bottle, silicone hoses, and extended life coolant. Drain valve is not available w/Allison transmissions.
1247166	S	Exhaust: 2017 EPA RH Under DPF/SCR w/ RH side of cab vertical tailpipe w/ daycabs, extended daycabs, or modular sleepers.
1290124	O	Tailpipe: 5 in. single 24 in. 45 degree curved.
1321145	O	Fuel Filter:Fleetguard FS1003 Fuel/Water Separator for PX-9
1321200	O	Run Aid:None *For Fuel Filter
1321300	O	Start Aid:None *For Fuel Filter
1500029	O	Kenworth Fuel Cooler Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.
1700149	O	Retarder Jacobs for PX-8/9 ISL w/ 3-way switch.. Replaces the standard turbo brake for PX-8 engines.
1816260	O	Alternator: PACCAR 160 amp, brush type
1821210	O	Batteries: 3 PACCAR GP31 threaded post (700-730) 2100-2190 CCA dual purpose.
1836100	S	Starter: PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.
1840005	O	Battery disconnect switches 2, mounted on battery box.
1900996	O	Jump start terminals under hood.

#### Transmission & Clutch

2011205	O	Transmission: Allison 3000RDS 6-speed w/PTO drive gear. 5th Gen controls. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions. Requires a push button shift control code. Oil temperature gauge is standard on class 8 models.
2406452	O	Driveline: 2 SPL170XL 1 centerbearing requires 3500057 interaxle driveline.
2410018	O	Torque converter included w/Allison Transmission.
2410151	O	Pushbutton control center console mounted. Class 8 with Allison Transmission.

2410204	O	Delete Allison Fuel Sense
2410244	O	J1939 Park Brake Auto Neutral
2429100	O	Chassis will be fitted w/ LH transmission PTO. (Prevents ECU F/Interfering w/ PTO Only).
2480315	O	Severe Service rear transmission support spring(s).

#### Front Axle & Equipment- Set Forward Style

2506181	O	Dana Spicer D2000 Front Axle rated 20K standard track.
2621078	O	Front Brakes: 22K Bendix ES S-cam 16.5x6 in.
2690035	O	Front Brake Drum: 22,000 lbs. 16-1/2x6 in. Cast.
2701319	O	Front Hubs Aluminum hub pilot 20,000 lbs. 16.5x6in. or 7in. or air disc brakes. 10 Bolt, 11-1/4 in. bolt circle.
2741970	S	ConMet PreSet Plus Hub package; front axle.
2750001	S	Hubcap: front vented.
2765001	O	Front Auto Slack Adjuster.
2866020	O	Front Springs: Taperleaf 20K w/ shock absorbers w/ maintenance-free elastomer spring pin bushings. Standard with rubber pins except for C500 which has threaded pins. W900S only. Not available on W900L. W900B use 2866021.
2893622	O	Dual power steering gears: 20K TRW TAS65.
2899336	O	Power Steering Cooler:Radiator Mounted Air-to-Oil
2900616	O	Threaded Bushings for taperleaf spring 16K, 18/20K, 22K, 40K replacing rubber.

#### Rear Axle & Equipment

3124404	O	Dual Dana Spicer DSP41P rear axle rated at 40K. (DSP40P w/ heavy-wall housing) w/ 11mm housing and 1.88in. shaft diameter. Includes pump. Tandem rear axles.
3200557	O	Rear Axle Ratio - 5.57.
3334004	O	Dual Rear Brakes 16-1/2x7 in. to 46K; Bendix ES-extended service S-cam.
3392005	O	Dual Rear Brake Drums: cast.
3403460	O	Dual Rear Hubs: Iron hub pilot 11-1/4 in. BC.
3441972	O	ConMet PreSet Plus Hub package; dual rear axle.
3465002	O	Dual Rear axle automatic slack adjusters.
3485209	O	Spring Brake: 3030 high output dual.
3495226	S	Bendix 4S/4M anti-lock brake system.
3500057	O	Interaxle driveline 1 Dana SPL170XL
3532130	O	Wheel Differential Lock for Dana Spicer axles DSP40/DSP41(P)/DSH40(P)/DSH44(P)/D40-155 forward rear axle & rear rear. Under Speed Interlock is standard on T680.
3573101	O	Xlock/differential lock plumbed to low side of transmission (automatic); includes plumbing and wiring.
3573110	O	Separate flip valve for dual axles: differential lock or crosslock.
3737455	O	Rear suspension: Tandem Hendrickson RT403 40K. 52 in. axle spacing. 7.19 in. saddle height w/barpin bushing. Unladen Height: 10.7 in. Laden Height: 9.7 in. Advertised axle spacing for this rear suspension is a nominal value. Actual spacing may be up to two inches

greater than noted. This is important in situations where the body is likely to be pre-built before the chassis is delivered. Tire to body or bracket to body interference may be encountered. Communicate clear space requirements on the sales order. DSP40/P rear axles are not for use with Hendrickson HAS 402, Hendrickson Primaax, or Hendrickson beam-type rear suspensions. Hendrickson RT403 rear suspension for use with tandem axles up to 46K on T8 series. Hendrickson RT403 rear suspension requires bronze center bushings when used in refuse loader or packer applications.

## Tires and Wheels

4077532	O	Front tires: Bridgestone M854 425/65R22.5 20PR. 44.8 in. diameter, all position. On/Off highway. Wide-base tire. Curb protector bar 20.7 in. SLR.
4277413	O	Rear tires: Bridgestone M843 11R22.5 16PR. 42.5 in. diameter, all position. On/off highway. 25/32 tread depth. 19.9 in. SLR. Code is priced per pair of tires.
4900008	O	Rear Tire Quantity: 8
5045216	O	Front Wheel: Alcoa 82362 22.5x12.25 aluminum, with Lvl One [TM] finish, hub-pilot mount. 11400lb. maximum rating. Super single. Standard track axles may be over 102 in. w/425 tires. Air disc brake compatible.
5242285	O	Rear Wheel: Accuride 50344 22.5x8.25 steel Steel Armor[TM] powder coat, hub-pilot mount. Heavy-duty 5 hand-hole hub pilot mount. Code is priced per pair of wheels.
5853906	O	Powder coat white steel wheel. Use in conjunction with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.
5900008	O	Rear Wheel/Rim Quantity: 8
6056400	O	Frame Rails: 10-3/4 x 3-1/2 x 3/8in. Steel 285in. to 336 in. Truck frame weight is 3.48 lb.-in. per pair of rails. Section modulus is 17.80, RBM is 2,132,000 in.-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.
6141200	O	Full Steel Insert: for 10-5/8 in. or 10-3/4 in. Steel to 284 in. or 2nd insert for 11-5/8 in. steel frame. Adds 1,149,000 lb.-in. to main rail RBM. Truck insert weight is 2.05 lb.-in. per pair of rails. Full frame insert length is equal to wheelbase plus rear frame cutoff plus dimension forward of front axle by model: T660, T680, T800, T880 = 21.26 in.; C500B = bumper setting minus 0.79 in.; W900B = 5.27 in., W900L = 1.50 in., W900S = 3.27 in.; T440/T470 50 in. bumper setting = 21.26 in., T470 73 in. bumper setting = 72.3 in.
6302460	S	Bumper: Tapered painted steel channel. Requires a bumper setting code.
6319050	S	50 in. Bumper setting. Requires a bumper code.
6324025	O	Front tow hook: Center mounted, cast. Requires iron front drive brackets.
6390110	O	Mudflaps, Front: Extra wide for use w/ tires that are wide base singles.
6391202	O	Custom Frame Layout: two chassis
6397001	O	Huck bolts throughout frame, where possible.
6400636	O	Battery box cantilever aluminum BOC w/ fiberglass cover.
6409902	O	Battery box location: RH Side.

6451090	S	T470,C5, T6, T8 non-polished DPF/SCR or CNG cover diamond plate w/ step. For use w/ 2010 or later exhaust systems. For T8, use extended length non-polished battery box on opposite rail to match the length of under cab components. End plates will be painted standard black frame color.
6721102	S	Rear mudflap arms: Betts B-25 standard-duty, straight. Includes B1732 mounting brackets as standard.
6722000	S	Rear mudflap shields: White plastic antisail
6741005	O	Straight crossmember for pintle hook mounting; square end-of-frame towing configuration. This crossmember limits hitch capacity to 78K.
<b>Fuel Tanks &amp; Equip</b>		
7010100	O	Fuel Tank: 100 US gallon 22in. aluminum under replace. Class 8 fuel tank includes an anti-siphon device on the filler neck.
7722011	O	Small round DEF tank. 11 gallons of usable volume. The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.
7889203	O	Standard DEF to fuel fill ratio: 2:1 or greater.
7889604	O	DEF tank location is on the LH.
7920100	O	Location: 100 gal fuel tank LH under cab
<b>Cab &amp; Equipment</b>		
8024310	S	Cab: Curved Glass Conventional. Cab Includes aluminum & fiberglass fully hucked cab w/ all aluminum bulkhead doors & continuous stainless steel piano-style door hinges. Single electric horn standard. Incandescent exterior lights include diagnosable bulb detection and warning. Trailer cable on tractors includes integrity detection. Standard features include multiplex wiring for interior lights, automated pre-trip inspection, short and open check diagnostics. Warning alarm will sound when lights are left on.
8080137	O	Cab door bearing blocks, top & bottom.
8090450	S	Hood: Sloped Aerodynamic T440 Hood. Includes hood and mounted grille, split fenders w/ mudflaps, & separate bumper.
8108010	S	Cab heater: W/integral defrosters & A/C 45,000 btu cab heater. No sleeper heater/AC. Includes 5 mode rotary control. T660 include filter media.
8201013	S	Steering wheel: 18 in. 4-spoke.
8201200	O	Adjustable telescoping tilt steering column.
8205012	O	Off-highway dash switch: For ABS system. Includes indicator light.
8205118	O	Information for customer-installed PTO Chelsea 277. 10-bolt. Available only with Allison 3000/4000 series transmissions.
8205123	O	Switch & Wiring for Customer-Installed PTO. Electric over hydraulic PTO. Includes switch guard. Wiring is routed to LH frame for connection to the customer installed PTO. No air controls are provided with this code.
8208495	O	Two spare switches: Wired to power.
8282004	S	Driver Information Center: Includes fuel economy, RPM display, trip information, truck information, diagnostics, gear display, alarm clock.

8282009	S	Instrument package: Includes speedometer, tachometer, fuel gauge, engine coolant temperature gauge, engine oil pressure, voltmeter. Class 8 also includes primary & secondary air reservoir gauges & an air application gauge. DEF level gauge and warning lamp are included with 2010+ engines. Engine hour meter and outside air temperature readouts are standard. Primary read out will be MPH. Add 8240620 to switch primary scale to KPH in Canada.
8282107	S	Large flat panel on dash For customer-installed controls. Reduces gauge count by 6.
8331140	S	Cab Interior: Summit. T440/T470 Only. Includes smooth upholstered side & back panels w/stitched accent lines, upholstered door pads, full vinyl headliner, black dash panels & black rubber floor mats.
8343304	S	Interior color: Slate Gray w/trim Dark Slate Gray
8410191	O	Driver seat: Kenworth Air cushion Plus HB vinyl. Standard features includes 7 in. fore and aft slide adjustment w/isolator, 6-23 degree recline, air suspension with cover, dual armrests, and single chamber air lumbar support. Seat cushion is 20 inches wide w/ 2-position tilt and 2-position front cushion extension. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted and includes a map pocket. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.
8480180	O	Rider seat: Kenworth Toolbox Plus IB vinyl. W/dual armrests.
8490110	S	Seat color: Dark Slate Gray.
8700108	O	Under dash center console: Includes one cupholder & two 12V outlets. For use w/Autoshift, Ultrashift, & Allison Gen IV only.
8700168	S	Non-self cancelling turn signal: W/column-mounted headlight dimmer switch & intermittent wiper control.
8700186	S	Electric LH & RH door locks.
8800200	S	Cab access contoured grabhandles, LH/RH.
8800400	S	Grabhandle: LH inside door frame above dash.
8800401	S	Grabhandle: RH inside door frame above dash.
8800733	O	Grabhandle: LH w/ short extension over door.
8800734	O	Grabhandle: RH w/ short extension over door.
8832115	O	Daylite Door: LH/RH includes RH peeper window
8841411	S	Single air horn under cab.
8850300	S	Look-Down, Pass. Door, Stainless 8.5x4.4
8850817	O	Mirror: Dual Fender Mounted, Round Convex
8862101	S	Mirror: Dual Prutsman mirror 7 in. x 16 in. polished stainless steel, and non-heated.
8869005	S	Mirror brackets 8-1/2 ft load width.
8871438	S	Rear Cab Stationary Window 17 in. x 36 in.
8879200	S	Manual LH & electric-powered RH door window. Switch located on door.
8890105	O	Two-Piece Roped-In Windshield, W/ Curved Glass.
8890134	O	Exterior aerodynamic sunvisor w/ integral marker lights.
8890351	O	2 in. rubber wheelwell fender extension.
8890898	O	Link Cabmate suspension.

## Lights & Instruments

9010801	S	Headlamps: Halogen Projector Low Beam, Halogen Complex Reflector High Beam
9026205	O	Marker Lights: Five aerodynamic, LED mounted in sunvisor.
9030010	S	Turn Signal Lights: Mounted on fender
9070138	S	Combination Stop, Tail, Turn & Backup Lights RH & LH.
9090039	S	Marker Lights: Interrupter Switch. Included in Turn Signal For All Models Except T3. The T3 Switch Is In The Dash.
9090845	O	Circuit Breakers: Replacing fuses. Does not apply to any 5-amp fuse box position. Brakers include stop/brake/turn, tail lamp, high & low beams, marker/clearance lamps, horn, fuel heat, gauges, air dryer, HVAC controls, panel lamps. Some circuits will remain fuses. Air Equipment
9101215	S	Air Dryer Bendix AD-IS heated Puraguard
9108001	S	Moisture ejection valve w/pull cable drain.
9110020	O	Full truck kit: Gladhands mounted at end-of-frame. Seven-way female receptacle mounted at end-of-frame in taillamp bracket. Kit includes dash mounted trailer air supply valve, trailer hand control valve, and hoses/fittings for the valves. Dash mounted parking brake valve, tractor protection valve, and spring brake inversion/relay valves are standard.
9140020	S	Nylon air tubing in frame & cab, excluding hoses subject to excessive heat or flexing.
9140238	O	Locate air dryer outside RH rail BOC. This code requires the use of a custom frame layout code.
9140328	O	Trailer ABS electric supply through SAE J560 7-pin connector per TMC RP137).
Extended Warranty		
9200008	O	Base Warranty-PACCAR PX-9 Engine 24 months / 250,000 miles / 402,336 km /6250 hours
9200021	O	Base Warranty- Standard Service Heavy Duty 12 months / 100,000 miles / 160,000 km.
Misc.		
9400072	O	Ship to Dealer.
9409852	O	GHG Secondary Manufacturer: Does Not Apply
9490003	O	Additional lead time required for off highway & /or specialty component truck.
9490206	O	Warning triangle reflector kit: Shipped loose. Kit consists of 3 triangles in plastic carrying case. Not floor mounted.
9490406	O	One 5 lb. dry chemical type fire extinguisher mounted outboard of rider seat. Class ABC.
Paint		
9700000	O	Paint color number(s). N97020 A - L0006 WHITE N97200 FRAME N0001 BLACK N97700 BUMPER L0006 WHITE Bumper Chrome
9943050	O	Day Cab Standard Paint

9944820	O	1 - Color Paint - Day Cab Color will be White if no other color is specified.
9965510	S	Base coat/clear coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.

## Alternate option to Bid the Installed Truck Bed

### Dump Body

- A. Body shall be heavy-duty, contractor type.
- B. Dump body shall be 15-ft long and have ¼" steel in the floor and ¼" steel in the construction of the tailgate and 3/16" steel in all other areas of construction.
- C. Crossmembers to have a minimum 12" center to center.
- D. Tailgate shall be double-acting type, air control release with controls mounted in cab.
- E. An air operated PTO and air operated control valve.
- F. Spreader apron to extend a minimum of 8" from the tailgate.
- G. Steel sideboards.
- H. A full-size cab protector.
- I. Body shall have all necessary L.E.D. lighting and reflectors to meet federal and state regulations.
- J. Electric tarp arm assembly.
- K. Standard 36" mud flaps.
- L. Side frame mounted hydraulic tank with shut off ball valve.
- M. Sight gauge mounted on hydraulic tank.
- N. Tailgate chains to assist in spreading materials.
- O. Lift hoist shall be capable of lifting a 20-ton payload to a 50-degree dump angle, and hoist must be telescopic type with the first active stage being a minimum of 7" diameter.
- P. Automatic Transmission P.T.O.
- Q. Bed to be primed and painted gloss black with additional D.O.T. reflective tape.

- R. Pintle hitch mounting plate assembly, with 50-ton pintle hitch, glad hand connectors, 7 pin lighting connector, license plate mounting provisions, and license plate lamp assembly.
- S. Bidder must indicate which bed manufacturer they are bidding.



#### **4. Equipment/ Vehicle Specifications Rolling Stock General**

- A.** Vehicle/equipment shall be a new model and is intended for general use by Drainage District personnel, cargo, and other miscellaneous operations. Principal use will be maintenance on Drainage District rights-of-way with heavy grass and brush.
- B.** Equipment/Vehicle shall be completely assembled and delivered to Jefferson County Drainage District No. 6 offices at 6550 Walden Road, Beaumont, Texas
- C.** No vendor identification, i.e., stickers or plaques, shall be affixed to vehicle unless so specified elsewhere in this document.
- D.** Descriptive literature fully describing the vehicle proposed, to include options requested, shall be attached to each bid.
- E.** The successful bidder shall furnish two (2) operator and maintenance handbooks, including one handbook for any special equipment, with each vehicle/equipment upon delivery.
- F.** Two (2) manuals containing illustrated parts list, operating, repair, troubleshooting and service instructions for the unit, engine, and all components of the body shall be delivered with the units. The manual shall be as detailed as possible outlining all necessary service and operating instructions for each unit delivered. Parts list(s) shall cover all components of the unit. Necessary warnings and safety precautions shall be included.
- G.** The following additional information shall be provided by the vendor at time of delivery if it is not included in the manuals required above:
  - 1. Manufacturers recommended service/preventive maintenance intervals.
  - 2. Recommended fluids, lubricants, and their SAE equivalents.
  - 3. Complete electrical diagrams/schematics to show every electrical component on the unit (1 set).
  - 4. Complete air line diagrams/schematics (1 set).
  - 5. Complete brake line diagrams/schematics (1 set).
  - 6. Complete hydraulic circuit diagrams.
  - 7. One comprehensive service manual containing powertrain control and emissions diagnostics. These manuals and equipment literature shall be delivered with vehicle equipment. Bidder shall offer the longest warranty period available against defects in materials and workmanship on the unit and all components. The manufacturer's warranty will be considered as part of the criteria in determining the best bid for Jefferson County Drainage District No. 6.
- H.** All specifications should be considered minimum. The District reserves the right to except or reject any differences at its sole discretion.
- I.** All equipment listed as standard in printed literature shall be included, and all guarantees applicable to specific vehicles and equipment shall be in force.
- J.** Equipment and engine shall comply with the regulations of the Environmental Protection Agency governing control of air pollution from new motor vehicles/equipment and engines in effect on the date of manufacture.
- K.** The District reserves the right to reject any and/or all bids received at its sole discretion.
- L.** The successful bidder shall furnish a complete set of filters for the entire vehicle/equipment at the time of delivery.

**For further information or questions regarding these specifications contact:  
STEVE HUBERT cell (409) 658-0761, or DARIN AUER cell (409) 651-9451**

# OFFER AND ACCEPTANCE FORM

## OFFER TO CONTRACT

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 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

**Bidder Shall Return Completed Form with Offer.**

## Acceptance of Offer

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The Offer is hereby accepted for the following items: Cab and Chassis (designed and built), Cab and Chassis with an installed bed (designed and built), and Cab and Chassis with an installed bed purchased "as is" already built. for Jefferson County Drainage District No 6.

The Contractor is now bound to sell the materials or services as described based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, addendum 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. 18-012/KJS, Contract for Dump Trucks 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 District Purchasing Agent.

### Countersigned:

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Joshua W. Allen Sr.  
President - Board of Directors

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Date

**Bidder Shall Return Completed Form with Offer**

## Bid Form

Description	Quantity Requested	Unit Price ***	Warranty Price Per Unit	Total Price Per Unit	Delivery Date	Manufacturer Bid
New Cab and Chassis Dump Truck Design and Build	1	\$	\$	\$		
New Cab and Chassis Dump Truck Design and Build with Alternate Option Installed Dump Truck Bed	1					
Cab and Chassis with installed bed purchased "as is" already built- off the lot						

\*\*\* See Page 8 Section 2.5 Delivery Charges

**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

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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.

### REFERENCE ONE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**

## Signature Page

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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 Drainage District No. 6 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 One-hundred twenty (120) 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.

Bidder (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

**Bidder Shall Return Completed Form with Offer.**