



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
April 14, 2015

Notice is hereby given that sealed bids will be accepted by Jefferson County Drainage District No. 6 for a (IFB 15-007/KJS) Term Contract for Herbicides. 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 15-007/KJS) Term Contract for Herbicides" on the outside of the envelope. Bidders shall forward an original and one (1) copy of their bid to the address shown below. Jefferson County Drainage District No. 6 does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Administrative bids will be publicly opened and read aloud in the Jefferson County Drainage District No. 6 boardroom at the time and date below. Bidders are invited to attend the administrative sealed bid opening.

BID NAME: Term Contract for Herbicides
BID NUMBER: IFB 15-007/KJS
DUE DATE/TIME: 2:00 PM, Thursday, May 7, 2015
MAIL OR DELIVER TO: Jefferson County Drainage District No. 6
6550 Walden Rd.
Beaumont, Texas 77707

We look forward to your active participation in this solicitation.

Sincerely,

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

Publish: Beaumont Enterprise Wednesday April 15th & 22, 2015

IFB 15-007/KJS
Term Contract for Herbicides
Bids due: 2:00 PM, Thursday May 7, 2015

Table of Contents

Return with Bid	Description	Page(s)
	Table of Contents.....	2
	InstructionstoBidders.....	3-7
	Minimum Specifications.....	8-9
X	Offer to Contract Form	10
X	Acceptance of Offer Form.....	11
X	Bid Form	12-13

**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 available upon request to kstewart@dd6.org as soon as possible following bid opening. A final tabulation will be available following bid award, and will also be available for review at 6550 Walden Rd., Beaumont, Texas 77707.

11. Changes and Addenda to Bid Documents

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

12. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County Drainage District No. 6's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of (the District), and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. The District reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

13. Delivery

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

14. Interpretation of Bid and/or Contract Documents

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

15. Currency

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

16. Pricing

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

17. Notice to Proceed/Purchase Order

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

18. Certification

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

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

19. Definitions

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

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

20. State Auditor Clause

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

21. Financial Records

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

22. No Debt Against the State

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

23. Payments

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

24. General Insurance Requirements

I. Commercial General Liability Limits:

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

II. Auto Liability Limits:

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

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

IV. Worker's Compensation Limits:

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

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

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

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

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

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

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

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

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

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Karen J. Stewart, Business Manager: Purchasing Agent (e-mail: kstewart@dd6.org, Phone: 409-842-1818, regarding any questions or comments. Please reference bid number (15-007/KJS).

1. Objective

Jefferson County Drainage District No. 6 is soliciting bids for Herbicides: Delivery to Jefferson County Drainage District No. 6's office located at 6550 Walden Rd., Beaumont, Texas 77707.

The Awardee shall provide all equipment, fuel, labor, materials, transportation, trucks, vehicles, and any/all other services necessary for the supply and delivery of Herbicides in accordance with the terms and conditions of this specification. Additionally, the Awardee will provide products of the highest and best quality that are competitively priced and delivered in a timely manner. Finally, the Awardee must have experience and have an established, credible reputation for servicing large volume location customers on a just-in-time basis.

2. Scope

Drainage District Six services about 40% of Northern Jefferson County. Within this area are from 900 to 11,000 linear miles of streams ditches and outfalls. Successful management and maintenance district-wide, requires, among other operations, Bi-annual spraying of herbicides on over 800 acres, to control the growth of invasive plants such as water hyacinth and tallow trees, and multi-flora rose. Bidders shall attach to bid form or include by means of digital media, a current material safety data sheet (MSDS) and current labels for each chemical. Failure to do so may result in rejection of bid.

The basis of the award will be the unit prices in conjunction with use rate quoted. The District reserves the right to increase or decrease the quantity purchased based on weather conditions and availability of funds.

The District reserves the right to make the award to one (1) successful bidder or per line item.

Purchase orders for herbicides, will be released to the successful bidder(s) **on an as-needed basis. MINIMUM ORDERS ARE NOT ACCEPTABLE.**

Contract Term: One (1) year from date of award with an option to renew for four (4) additional one (1) year extensions. A price re-determination may be considered by the District only at each twelve (12) month anniversary date of the contract. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The District reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the District.

3. Contract

This bid, when properly accepted by Jefferson County Drainage District No. 6, shall constitute a contract equally binding between the successful bidder and the District. No different or additional terms will become a part of this contract.

The brand name references are for description only, and are not intended to exclude other herbicides of equal quality. Bidders desiring to substitute items may do so provided brand name is indicated on Bid Form. Change of container size may disqualify bid. Dilution ratio (use rate) will be a factor in award of chemicals.

Bidders shall attach to bid form a current material safety data sheet and current labels for each chemical. Failure to do so may result in rejection of bid.

4. Description

Item	Description	Unit of Measure
1	CLEARCAST or equivalent - to contain 12.1% ammonium salt of imazamox 2[4,5-dihydro-4methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-5-(methoxymethyl)-3-pyridinecarboxylic acid,	GAL
2	MILESTONE or equivalent - to contain 40.6% Aminopyralid: Triisopropanolammonium salt of 2-pyridine carboxylic acid, 4-amino-3,6-dichloro-, labeled for aquatic use	GAL
3	MSM 60DF or equivalent - to contain 60% Metsulphuron methyl	OZ
4	POLARIS or equivalent - to contain 27.7% Isopropylamine salt of imazapyr	GAL
5	RANGER PRO or equivalent - to contain 41.0% by weight Isopropylamine Salt of Glyphosate	GAL
6	ROUNDUP CUSTOM or equivalent - to contain 53.8% Glyphosate, N(phosphonomethyl) glycine, in the form of its isopropylamine salt	GAL
7	TRYCERA or equivalent - to contain 29.4% triclopyr <u>acid</u> : 3,5,6-trichloro-2pyridinyloxyacetic acid, with an integrated surfactant, labeled for aquatic use	GAL
8	ACCURACY or equivalent - a 30% polyvinyl polymer water soluble spray drift-control agent	QT & GAL
9	FOAMBUSTER or equivalent - a 20% dimethylpolysiloxane defoaming agent for use in aqueous solutions	PT & GAL
10	DLZ or equivalent - a buffered methylated seed oil & nonionic surfactant blend, 92%	GAL
11	DYNE-AMID or equivalent – a modified vegetable oil, organosilicone and nonionic surfactant blend: Methyl esters of C16-C18 fatty acids, polyalkyleneoxide modified polydimethylsiloxane, alkylphenol ethoxylate – 99%	GAL
12	SURFACTANT for Aquatic Sites – to contain 90% active ingredient with a minimum of 70% surfactant load, and a flash point greater than 200° F, and contain an anti-foaming agent that will provide instantaneous foam breakdown when agitation ceases.	GAL

OFFER AND ACCEPTANCE FORM OFFER TO CONTRACT

(IFB 15-007/KJS) Term Contract for Herbicides for Jefferson County Drainage District No. 6

To Jefferson County Drainage District No. 6:

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

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County Drainage District No. 6.

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

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

For clarification of this offer, contact:

Company Name

Address	Name
City State Zip	Phone Fax
Signature of Person Authorized to Sign	E-mail
Printed Name and Title	

Bidder Shall Return Completed Form with Offer.

**Acceptance of Offer
(IFB 15-007/KJS) Term Contract for Herbicides for
Jefferson County Drainage District No. 6**

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

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

This contract shall henceforth be referred to as Contract No. (15-007/KJS), Term Contract for Herbicides for Jefferson County Drainage District 6. The Contractor has not been authorized to provide any material until Contractor receives a purchase order from the Jefferson County Drainage District No. 6 Purchasing Agent.

Countersigned:

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

Date

BIDDER MUST RETURN THIS PAGE WITH OFFER

BID SHEET

(IFB 15-007/KJS)

TERM CONTRACT FOR HERBICIDES

Opening at 2:00 PM on Thursday, May 7, 2015

Line No.	Product Description	Brand Bid	Mfgr.	Container Size - UOM	Price Per UOM in Dollars
1	CLEARCAST or equivalent			1 - Gal 15 - Gal	\$ \$
2	MILESTONE or equivalent			2.5 - Gal	\$
3	MSM 60DF or equivalent			8 - Oz 48 - Oz	\$ \$
4	POLARIS or equivalent			2.5 - Gal	\$
5	RANGER PRO or equivalent			2.5 - Gal 30 - Gal	\$ \$
6	ROUNDUP CUSTOM or equivalent			2.5 - Gal 30 - Gal	\$ \$
7	TRYCERA or equivalent			2.5 - Gal 250 - Gal	\$ \$
8	ACCURACY or equivalent			1 - Qt 1 - Gal	\$ \$
9	FOAMBUSTER or equivalent			1 - Pt 1 - Gal	\$ \$
10	DLZ or equivalent			2.5 - Gal	\$
11	DYNE-AMIC or equivalent			2.5 - Gal	\$
12	Aquatic Surfactant			2.5 - Gal	\$

BIDDER MUST RETURN THIS PAGE WITH OFFER

BID SHEET CONTINUED

(IFB 15-007/KJS)

TERM CONTRACT FOR HERBICIDES

Opening at 2:00 PM on Thursday, May 7, 2015

COMPANY SUBMITTING BID:

Name: _____

Address: _____

City, State: _____

Contact Numbers: _____

Officer's Signature: _____ Date: _____

Printed Name

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

BIDDER MUST RETURN THIS PAGE WITH OFFER