



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
May 25, 2019

Notice is hereby given that sealed bids will be accepted by Jefferson County Drainage District No. 6 for a (IFB 19-009/KJS) Hydraulic Concrete and Limestone Rip Rap 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 Jefferson County Drainage District No. 6 and marked "Administrative Sealed Bid" with "(IFB 19-009/KJS) Hydraulic Concrete and Limestone Rip Rap, for Jefferson County Drainage District No. 6" on the outside of the envelope. Bidders shall forward an original and two (2) copy of their bid to the address shown below. The District does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Administrative bids will be publicly opened and read aloud in the Jefferson County Drainage District No. 6 boardroom at the time and date below. Bidders are invited to attend the administrative sealed bid opening.

BID NAME: Hydraulic Concrete and Limestone Rip Rap
BID NUMBER: IFB 19-009/KJS
DUE DATE/TIME: 2:00 PM, Thursday, July 11, 2019
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 June 26th and July 3rd, 2019

IFB 19-009/KJS
Hydraulic Cement and Limestone Rip Rap
for Jefferson County Drainage District No. 6

Bids due: 2:00 PM, Thursday July 11, 2019

Table of Contents

Return with <u>Bid</u>	<u>Description</u>	<u>Page(s)</u>
	Table of Contents.....	2
	Instructions to Bidders.....	3-7
	Minimum Specifications.....	8-15
X	Offer to Contract Form	16
X	Acceptance of Offer Form.....	17
X	Bid Form	18
	Appendix A.....	19

**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 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 – 2019:

January 1	Tuesday	New Year's Day
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
April 19	Friday	Good Friday

May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veterans Day
November 28 & 29	Thursday & Friday	Thanksgiving
December 24-25	Tuesday & Wednesday	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 90 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

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 ninety (90) 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

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

7.1. 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

7.2. Auto Liability Limits:

Combined Single Limits for Owned, Hired & Non-Owned	\$1,000,000
--	-------------

7.3. Umbrella Liability Limits:

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

7.4. Worker's Compensation Limits:

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

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

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

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

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

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

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

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

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

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Karen J. Stewart, Business Manager: Purchasing Agent

(e-mail) kstewart@dd6.org, Phone: 409-842-1818, regarding any questions or comments. Please reference bid number (IFB 19-009/KJS).

Objective

The Purchasing Department will receive sealed bids for a term-contract for furnishing for delivery and also separately for pick-up in District Cement trucks Hydraulic Cement Concrete to be used on various projects throughout the boundaries of Jefferson County Drainage District No. 6.

Additionally, the District is seeking bids to furnish for pick up in District trucks Flexible Base Limestone, #57 Limestone Rock and #467 Limestone Rock and Rip Rap Stone.

There is no guarantee of the amount of any material to be purchased during this contract term, and amounts will be ordered as needed only throughout the contract period.

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 redetermination 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 redetermination as it deems to be in the best interest of the District.

Scope:

1. Hydraulic Concrete for delivery:

- Prices are requested per cubic yard for 3000 p.s.i., 4000 p.s.i., and 5000 p.s.i. and curb mix psi performance concrete with 1" – 1 ½" aggregate and/or pea gravel aggregate.
- Bidders shall also submit a price for partial-load delivery. A partial load is considered less than five cubic yards.
- All prices should be quoted F.O. B. delivered to job site.
- The District will make every effort to expedite unloading of concrete trucks. Bidders should understand that the District WILL NOT pay demurrage charges on concrete trucks.
- Hydraulic cement ready mix concrete shall meet "Texas Department of Transportation 2004 Standard Specifications for Construction of Highways, Street and Bridges" and shall conform to Item No. 421 titled "Hydraulic Cement Concrete, Class A, Grade 2".
- Under the "Hazardous Communication Act," commonly known as "Texas Right to Know Act," a bidder must provide the District with a Material Safety Data Sheet which is applicable to hazardous substances defined in the act. Failure to supply these documents by any bidder will be a cause to reject any bid.
- The District shall place orders for Hydraulic Cement Ready-Mix as needed until 5 p.m. for next day delivery at 7 a.m. Should the successful vendor not be able to furnish the concrete as needed, the District shall have the right to purchase the concrete from another supplier of its choice to meet its delivery needs.
- If a problem develops with the Hydraulic Cement Concrete during the contract period, samples shall be taken by a third-party laboratory representative in the presence of a representative from both the District and the successful bidder. If the results of the test reveal the samples taken do not meet the specifications; the cost of the test shall be at the expense of the successful bidder. The successful bidder shall make satisfactory adjustments for all products delivered which do not comply with the District's specifications. This will include rectification of all construction completed with the inferior

material. If the results of the test reveal the samples submitted meet the District's specifications, the District will bear the cost of the test.

2. Hydraulic Cement for Pick-Up in District Concrete Trucks:

- Prices are requested per cubic yard for 3000 p.s.i., 4000 p.s.i., and 5000 p.s.i. and curb mix psi performance concrete with 1" – 1 ½" aggregate and/or pea gravel aggregate.
- Bidders shall also submit a price for partial-load delivery. A partial load is considered less than five cubic yards.
- Prices are requested per ton F.O.B. bidder's plant loaded onto District trucks
- Hydraulic cement ready mix concrete shall meet "Texas Department of Transportation 2004 Standard Specifications for Construction of Highways, Street and Bridges" and shall conform to Item No. 421 titled "Hydraulic Cement Concrete, Class A, Grade 2".
- Under the "Hazardous Communication Act," commonly known as "Texas Right to Know Act," a bidder must provide the District with a Material Safety Data Sheet which is applicable to hazardous substances defined in the act. Failure to supply these documents by any bidder will be a cause to reject any bid.
- The District shall place orders for Hydraulic Cement Ready-Mix as needed until 5 p.m. for next day delivery at 7 a.m. Should the successful vendor not be able to furnish the concrete as needed, the District shall have the right to purchase the concrete from another supplier of its choice to meet its delivery needs.
- If a problem develops with the Hydraulic Cement Concrete during the contract period, samples shall be taken by a third-party laboratory representative in the presence of a representative from both the District and the successful bidder. If the results of the test reveal the samples taken do not meet the specifications; the cost of the test shall be at the expense of the successful bidder. The successful bidder shall make satisfactory adjustments for all products delivered which do not comply with the District's specifications. This will include rectification of all construction completed with the inferior material. If the results of the test reveal the samples submitted meet the District's specifications, the District will bear the cost of the test.

3. Flexible Base Limestone, #57 Limestone Rock and #467 Limestone Rock and Rip Rap Stone

- Prices are requested per ton F.O.B. bidder's plant loaded onto District trucks and delivery to locations as ordered by the District on delivery cost on 5 miles, 10 miles, 15 miles, and 25 miles and over from the plant. Delivery charges are quoted separately in addition to the material.
- Flexible Base Limestone shall meet "Texas Department of Transportation 2004 Standard Specification for Construction of Highways, Street and Bridges" (TxDOT specs) and shall conform to Item No. 247 titled "Flexible Base (Crushed Stone) Type A, Grade 2".
- Exceptions to Item 247 will be Item 247.5 entitled "Measurement". Material will be weighed wet but shall have no more than 5% moisture content. The District reserves the right to test the material for excess moisture. Should such testing be conducted, and the moisture content is more than allowed, a deduction will be made for the weight of the water.
- Limestone 1" and 1 ½" graded aggregate shall meet TxDOT specs and conform to Item 421 aggregate and aggregate gradation chart for #57 and # 467 rock respectively.

- 1" x 3" and 3" x 5" Rip-Rap Stone shall meet TxDOT's specs and conform to Item 421 aggregate and gradation shall be as follows:

1" x 3" gradation requirement	
sieve	% passing
3"	100
2"	80-95
1 1/2"	45-75
1"	20-75
3/4"	10-30
5/8"	0-15

3" x 5" gradation requirement	
sieve	% passing
5"	100
4"	80-95
3"	60-80
2 1/2"	35-60
2"	5-25
1 1/2"	0-10
1"	0-5

- If materials are picked up at the vendor's plant and loaded onto District trucks, no District truck shall be required to wait more than 15 minutes before the material is loaded onto the truck.
- Material that is to be delivered to jobsites shall be scheduled for delivery with one day's prior notice from the District.
- Bidder shall state the location of the plant where material is to be picked up. Should there be more than one yard at which material is available, the locations must be stated on the bid sheet. The District has the option to pick up material at the location most advantageous to it.
- Should the successful bidder be unable to furnish the material, the District shall have the right to purchase flexible base limestone material, rip-rap stone and # 57 rock from another supplier of its choice.
- When the vendor is unable to furnish the flexible base limestone material, rip-rap stone and # 57 rock, the supplier shall notify the District at (409) 842-1818.
- If a problem develops with the flexible base limestone material and rip-rap stone during the contract period, samples shall be taken by a third-party laboratory representative in the presence of a representative from both the District and the successful bidder. If the results of the test reveal the samples taken do not meet the specifications, the cost of the test shall be at the expense of the successful bidder. The successful bidder shall make satisfactory adjustments for all products delivered which do not comply with the District's specifications. This will include rectification of all construction completed with the inferior material. If the results of the test reveal the samples submitted meet the District's specifications, the District will bear the cost of the test.
- Under the "Hazardous Communication Act," commonly known as "Texas Right to Know Act," a bidder must provide the District with a Material Safety Data Sheet which is applicable to hazardous substances defined in the act. Failure to supply these documents by any bidder will be a cause to reject any bid.
- The District shall reserve the right to reject the bid of any bidder who does not have "certified scales," which shall be certified by the Weights and Measurers Division of the Department of Agriculture of the State of Texas, or certified by a company duly registered with the said Department of Agriculture. Each load of material sold on a unit weight basis shall be weighed on certified scales.

**OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

**(IFB 19-009/KJS)
Hydraulic Concrete and Limestone Rip Rap for DD6**

To Jefferson County Drainage District No. 6:

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

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 19-009/KJS) Hydraulic Concrete and Limestone Rip Rap for DD6

The Offer is hereby accepted for the following items: Term Contract for Hydraulic Concrete and Limestone Rip Rap 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 or services listed based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County Drainage District No. 6.

This contract shall henceforth be referred to as Contract No. 19-009/KJS, Term Contract for Grass Seed and Cover Seed Term Contract for Hydraulic Concrete and Limestone Rip Rap for Jefferson County Drainage District No. 6. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Drainage District No. 6 Purchasing Agent.

Countersigned:

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

Date

BIDDER MUST RETURN THIS PAGE WITH OFFER

BID SHEET

(IFB 19-009/KJS)

Hydraulic Concrete and Limestone Rip Rap for DD6

Opening at 2:00 PM on Thursday, July 11, 2019

1. Hydraulic Concrete for Delivery

Description of Material	Price	
2,000 p.s.i Concrete, Flowable Fill	\$	/c.y.
3,000 p.s.i. Concrete, Class A, Grade 2 Aggregate	\$	/c.y.
3,000 p.s.i. Concrete, Class A, Grade 4 Aggregate	\$	/c.y.
3,000 p.s.i. Concrete, Grade 8 Aggregate 3/8" Pea Gravel	\$	/c.y.
4,000 p.s.i. Concrete, Class S, Grade 2 Aggregate 1" Rock	\$	/c.y.
4,000 p.s.i. Concrete, Class S, Grade 4 Aggregate	\$	/c.y.
5,000 p.s.i. Concrete, Grade 8 Aggregate 3/8" Pea Gravel	\$	/c.y.
Delivery Charge for a Partial Load, 1/4 - 2 Cubic Yard	\$	/ Sack
Delivery Charge for a Partial Load, 2 1/2 - 4 3/4 Cubic Yard	\$	/ Load
Location of Plants:	\$	/ Load

BIDDER MUST RETURN THIS PAGE WITH OFFER

2. Hydraulic Concrete for Pick-Up in District Concrete Trucks

Description of Material	Price	
2,000 p.s.i Concrete, Flowable Fill	\$	/c.y.
3,000 p.s.i. Concrete, Class A, Grade 2 Aggregate	\$	/c.y.
3,000 p.s.i. Concrete, Class A, Grade 4 Aggregate	\$	/c.y.
3,000 p.s.i. Concrete, Grade 8 Aggregate 3/8" Pea Gravel	\$	/c.y.
4,000 p.s.i. Concrete, Class S, Grade 2 Aggregate 1" Rock	\$	/c.y.
4,000 p.s.i. Concrete, Class S, Grade 4 Aggregate	\$	/c.y.
5,000 p.s.i. Concrete, Grade 8 Aggregate 3/8" Pea Gravel	\$	/c.y.
Delivery Charge for a Partial Load, 1/4 - 2 Cubic Yard	\$	/ Sack
Delivery Charge for a Partial Load, 2 1/2 - 4 3/4 Cubic Yard	\$	/ Load
Location of Plants:	\$	/ Load

BIDDER MUST RETURN THIS PAGE WITH OFFER

3. Flexible Base Limestone, #57 Limestone Rock, #467 Limestone Rock and Rip-Rap Stone

Description of Material	Price	
# 57 Rock	\$	/ ton
Flexible Base Limestone F.O.B, Plant Site (Material TX DOT 247, Type A, Grade 2)	\$	/ ton
Flexible Base Limestone F. O. B. Plant Site 1.00" Graded Aggregate	\$	/ ton
Flexible Base Limestone F. O. B. Plant Site 1.50" Graded Aggregate	\$	/ ton
Rip-Rap Stone 1" x 3" F. O. B. Plant Site	\$	/ ton
Rip-Rap Stone 3" x 5" F. O. B. Plant Site	\$	/ ton
Delivery Cost Per Mile: 5-9.99 Miles Distance from Plant to Job Site only (Delivery Charge in Addition to Material)	\$	/ mile
Delivery Cost Per Mile: 10-14.99 Miles Distance from Plant to Job Site only (Delivery Charge in Addition to Material)	\$	/ mile
Delivery Cost Per Mile: 15-25 Miles Distance from Plant to Job Site only (Delivery Charge in Addition to Material)	\$	/ mile
Delivery Cost Per Mile: 25 + Miles Distance from Plant to Job Site only (Delivery Charge in Addition to Material)	\$	/ mile
Location of Plant(s):		

BIDDER MUST RETURN THIS PAGE WITH OFFER

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 _____