



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah Clark, Purchasing Agent*

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1149 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

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

**December 14, 2009**

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Division for IFB 09-173/AW, Sale of Used Ice Skates and Wheeled Racks. **Specifications for this project may be obtained from the website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.**

Bids are to be addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Sale of Used Ice Skates and Wheeled Racks  
**BID NO:** IFB 09-173/AW  
**DUE DATE/TIME:** 11:00 AM, January 11, 2010  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Division  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Alyce Williams Contract Specialist at 409-835-8593.

All interested firms 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.**

Deborah L. Clark  
Purchasing Agent  
Jefferson County, Texas

Publish: Beaumont Enterprise – December 16 & December 23, 2009  
Port Arthur News – December 16 & December 23, 2009

**IFB 09-173/AW**  
**SALE OF USED ICE SKATES AND WHEELED RACKS**  
**BIDS DUE: 11:00 AM, January 11, 2010**

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# INSTRUCTIONS TO BIDDERS

## 1. Bid Submission

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

Jefferson County Purchasing Division  
1149 Pearl Street, First Floor  
Beaumont, TX 77701

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 Invitation for Bid number**, due date, and the bidder's name and address.

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 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.

Jefferson County 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. 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 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.

## 5. 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 – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County 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. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County 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, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County 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 may conduct such investi-

gation 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 reserves the right to award this contract on the basis of **highest 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 offer or, 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 Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

**6. Contract**

A response to an IFB is an offer to contract with Jefferson County 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, 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.

**7. Waiver of Subrogation**

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

**8. 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.

**9. Bid Results**

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (<http://co.jefferson.tx.us/purchasing/main.htm>) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Division.

**10. 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. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of bid documents. 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 the Office of the County Purchasing Agent.

**11. Specifications**

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County'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, 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 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.

**12. Delivery**

**Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder, prices bid will be considered as being based on F.O.B. delivered, freight included.**

**13. 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.

**14. Currency**

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

**15. 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.

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

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

**17. 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.

**18. Definitions**

“County” – Jefferson County, Texas.

“Contractor” – The bidder whose proposal is accepted by Jefferson County.

**19. Minority-Women Business Enterprise Participation**

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

# MINIMUM SPECIFICATIONS

The following requirements and specifications supercede General Requirements where applicable. Contact Alyce Williams, Contracts Specialist (e-mail: [awilliams@co.jefferson.tx.us](mailto:awilliams@co.jefferson.tx.us), Phone: 409-835-8593, regarding any questions or comments. Please reference bid number 09-173/AW.

## 1. Objective

Jefferson County seeks to sell 103 pairs of used ice skates and three (3) wheeled racks. Questions regarding the skates and racks may be directed to Melinda Benoit, 409-951-5402 or [mbenoit@fordpark.com](mailto:mbenoit@fordpark.com).

## 2. Scope

The Purchasing Department will receive sealed bids for the Sale of the Used Ice Skates and Wheeled Racks. The skates and racks shall be sold in one lot. All offers must be submitted on the official bid form included as part of this IFB.

**The successful bidder shall be solely responsible for picking up and transporting the skates and racks.**

## 3. Description

The skates being sold are recreational ice skates made by various manufacturers, including Bauer, Riedell, Aura, and ProQuad. The skates were purchased by Jefferson County in 2004, at which time they were approximately two years old. Skate sizes are as follows:

Skate Size	Kids' Skates (pairs)	Adults' Skates (pairs)
1½	2	
2	3	
2½	3	
3	4	
3½	6	
4½	3	
5	3	
5½	2	
6	1	
6½	5	
7		5
7½		8
8	4	
8½		
9	2	5
9½	2	3
10	4	6
10½	2	3
11	5	3
11½	3	3
12		5
12½	2	
13	4	1
13½	1	
<b>Totals</b>	<b>61</b>	<b>42</b>

The three (3) racks are 66 inches long by 57 inches high by 34 inches wide. The racks are on wheels and have handles for easy movement.

# BID SUBMITTAL CHECKLIST

Items checked below represent components comprising this bid package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid. Bidders are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately. It is the Bidder's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your bid packet.

- 1. **Cover Sheet –**
- 2. **Table of Contents**
- 3. **Offer and Acceptance Form**
- 4. **General Requirements**  
You should be familiar with all of the General Requirements.
- 5. **Special Requirements/Instructions**  
Provides information you must know in order to make an offer properly.
- 6. **Specifications**  
Contains the detailed description of the product/service sought by the County.
- 7. **Bid Form**  
Used to solicit exact pricing of goods/services and delivery costs.
- 8. **Attachments**
  - a. **Bid Guaranty & Performance Bond Information & Requirements**  
Applies only to certain bids/proposals. Read carefully and fill out completely.
  - b. **Bid Check Return Authorization Form**  
Applies only to certain forms. Read carefully and fill out completely.
  - c. **Vehicle Delivery Instructions**  
Included only when purchasing vehicles.
  - d. **Minimum Insurance Requirements**  
Included when applicable (does not supersede "Hold Harmless" section of General Requirements).
  - e. **Workers' Compensation Insurance Coverage Rule 110.110**  
Applicable for a building or construction contract.
  - f. **Financial Statement**  
When this information is required, you must use this form.
  - g. **Reference Sheet**
  - h. **Other -** From time to time other attachments may be included.
  - i. **Signature Page**
  - j. **Conflict of Interest**
  - k. **Good Faith Effort**
  - l. **Notice of Intent (HUB)**
  - m. **Declaration Form (HUB)**
  - n. **Residence Certification/Tax Form**
  - o. **Bid Affidavit**

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

# OFFER AND ACCEPTANCE FORM

## OFFER TO CONTRACT

To Jefferson County:

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.

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	
_____	
Title	

**BIDDER MUST RETURN THIS PAGE WITH OFFER**



# ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Sale of Used Ice Skates and Wheeled Racks.

The Contractor is now bound to buy the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

Payment shall be made by the successful bidder within fifteen (15) days, by guaranteed funds, of notification of award.

This contract shall henceforth be referred to as Contract No.IFB 09-173/AW.

**Countersigned:**

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Ronald L. Walker  
County Judge

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Date

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Carolyn L. Guidry  
County Clerk

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

# BID FORM

	Purchase Price
Sale of Used Ice Skates and Wheeled Racks	\$

Payment shall be made by the successful bidder, by guaranteed funds, within fifteen (15) days of notification of award. Payment will be made to:

Jefferson County Auditor  
Patrick Swain  
1149 Pearl Street, 7<sup>th</sup> Floor  
Beaumont, TX 77701

**Acknowledgment of Addenda (if any):**

Addendum 1 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

**BIDDER MUST RETURN THIS PAGE WITH OFFER**