



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE Advertisement for Invitation for Bids

September 8, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-040/JW, Sale of Law Books. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Sale of Law Books
BID NO: IFB 14-040/JW
DUE DATE/TIME: 11:00 AM, Tuesday, September 30, 2014
MAIL OR DELIVER TO: Jefferson County Purchasing Department
1001 Pearl Street, 3rd Floor
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, 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

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IFB 14-040/JW
Sale of Law Books
Bids due: 11:00 AM, Tuesday, September 30, 2014

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**BIDDER IS RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES (MARKED WITH AN “X” ABOVE)
WITH THE BID. ADDITIONALLY, BIDDER MUST MONITOR THE PURCHASING WEB SITE
([HTTP://WWW.CO.JEFFERSON.TX.US/PURCHASING/MAIN.HTM](http://www.co.jefferson.tx.us/purchasing/main.htm)) TO SEE IF ADDENDA OR
ADDITIONAL INSTRUCTIONS HAVE BEEN POSTED. 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 Purchasing Department
1001 Pearl Street, 3rd 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 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 and will be a matter of public record available for review.

2. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

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 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. County Holidays – 2014:

January 1	Wednesday	New Year's Day
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 18	Friday	Good Friday
May 26	Monday	Memorial Day
July 4	Friday	Independence Day
September 1	Monday	Labor Day
November 11	Tuesday	Veterans Day
November 27-28	Thursday-Friday	Thanksgiving
December 25-26	Thursday-Friday	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 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. 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 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 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 Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

8. 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.

9. 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.

10. 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.

11. 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 Department.

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, and will be posted on the Purchasing web site as soon as possible. It shall be

the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. 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.

13. 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.

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

"County" – Jefferson County, Texas.

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

21. 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 supersede General Requirements where applicable. Contact Jamey West, Contract Specialist (e-mail: jwest@co.jefferson.tx.us, Phone: 409-835-8593, regarding any questions or comments. Please reference bid number 14-040/JW.

1. Objective

Jefferson County seeks to sell law books that were previously housed and utilized in the Jefferson County Law Library.

2. Scope

The Purchasing Department will receive sealed bids for the Sale of Law Books. The books will be sold as listed on the Bid Form. 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 books.

3. Description

The law books being sold are listed below:

Southwestern Reporter 1st (vols. 11-300)

U.S.C.A. Constitution and Titles 1 to 50 App. w/Tables and Index (2010)

US Code Congressional and Administrative News (Federal session laws) – 77th

Congress (1941) to 111th Congress (2010)

*Supreme Court Digest L.Ed (vols. 1-22) (2013)

*U.S. Supreme Court Lawyers Edition Bound Volumes 1st (L.Ed. vols. 1-100)
2nd (L.Ed.2d vols. 1-181) – ACTIVE w/2013 Annual Supp pamphlets

*Lawyers Ed. Advanced Sheet Service

West's Federal Practice Digest 4th Ed. (2010)

Federal Practice & Procedure Set (2010)

Federal Sentencing Law & Practice Set (2011)

West's Federal Forms Set (2010)

*** INDICATES A CURRENT SET.**

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 Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Sale of Law Books.

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 14-040/JW.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

BIDDER MUST RETURN THIS PAGE WITH OFFER

Bid Form

Item Description	Bid Amount
Southwestern Reporter 1 st (vols. 11-300)	\$
U.S.C.A. Constitution and Titles 1 to 50 App. w/Tables and Index (2010)	\$
US Code Congressional and Administrative News (Federal session laws) – 77 th Congress (1941) to 111 th Congress (2010)	\$
*Supreme Court Digest L.Ed (vols. 1-22) (2013)	\$
*U.S. Supreme Court Lawyers Edition Bound Volumes: 1 st (L.Ed. vols. 1-100) 2nd (L.Ed.2d vols. 1-181) – ACTIVE w/2013 Annual Supp pamphlets	\$
*Lawyers Ed. Advanced Sheet Service	\$
West's Federal Practice Digest 4 th Ed. (2010)	\$
Federal Practice & Procedure Set (2010)	\$
Federal Sentencing Law & Practice Set (2011)	\$
West's Federal Forms Set (2010)	\$

* INDICATES CURRENT SET.

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
Attention: Patrick Swain
1149 Pearl Street, 7th 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