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## PROCUREMENT OVERVIEW

**THE RESPONDENT IS RESPONSIBLE FOR READING AND UNDERSTANDING ALL DOCUMENTS, FORMS, SPECIFICATIONS, AND INSTRUCTIONS WITHIN THIS ENTIRE DOCUMENT. Follow all instructions; you are responsible for obtaining any information needed in order to respond to this RFB. Further, the Respondent is responsible for providing any and all relevant information necessary to establish qualifications of the Firm. Failure to do so will be at the Respondent's risk, and may result in rejection of the qualification as non-conforming.**

General Requirements apply to all advertised solicitations; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your submitted response package is complete.

### **PROJECT INTRODUCTION**

Hidalgo County has recently experienced major flooding conditions due to torrential rain events including but not limited to 100 Year Event, Tropical Depression/Storms, and/or Hurricanes. As a direct result of these flooding events, it becomes necessary to relieve areas of standing water [types of which are further defined and detailed herein] which cause damage to public property and can lead to conditions that create the need to preserve and/or protect the public health and safety of its residents. Turnkey Water Extraction Services can be costly inasmuch as Hidalgo County has a very large rural population area. It is Hidalgo County's intent to secure these turnkey water extraction and related services at fair and reasonable costs in order to ensure that such expenses do not result in adverse effect by depleting fund balances.

Hidalgo County (including all funding sources, programs, and entities - hereinafter referred to as "COUNTY") is seeking sealed bids from qualified respondents in the county to provide **Turnkey Water Extraction and Related Services** from areas needing dewatering due to flooding in accordance with the requirements attached hereto as Appendix "A". Local vendors are sought as an attempt to reduce costs for these services to the County. When the awarded contract is engaged, the Contractor shall be responsible for collecting and disposing of water, liquids, sludge, black water, brown water, brackish water, etc. as quickly, efficiently, and as safely as possible when ordered by Hidalgo County. The responsive submissions should address all requirements. Respondent may suggest substitutions of features which they feel would be in the best interest of the County through the Deficiencies and Deviations Form (Appendix "L"); however, a strong rationale must be presented for any deviations from the requirements. The County reserves the right to reject the deviation and its effect on the overall qualification. The information provided in this Request for Bids (hereinafter referred to as "RFB" or "procurement packet") is to be used for the purpose of preparing a response to this request.

Hidalgo County is requiring all submitted qualifications are to remain firm for a minimum of ninety (90) days after the RFB opening.

### **AWARD**

Hidalgo County reserves the right to award to the qualified respondent or multiple qualified respondents submitting the lowest and best bid for the Scope of Work, if the County determines it is in its best interest to do so. No award can be made until approved by Hidalgo County Commissioners Court. This RFB does not obligate Hidalgo County to the eventual purchase of any product and/or service described, implied or which may be proposed. Progress toward this end is solely at the discretion of Hidalgo County, and may be terminated at any time prior to execution of an agreement.

**TENTATIVE TERM OF CONTRACT**

The term of this contract shall be for a period of one (1) year, commencing on June 2021 and end on June 2022 with the County’s sole option to renew the contract for an additional one (1) year, under the same rates, terms and conditions.

**GENERAL REQUIREMENTS**

**One (1) original, and one (1) USBs in original PDF format.** Further instructions listed below under **VENDOR INSTRUCTIONS** within this section of the procurement packet. For convenience, it’s recommended the Offeror utilize the Shipping Label provided in **Appendix “N”** to ensure the package is clearly labeled.

**SUBMISSION DEADLINE AND BID OPENING**

All submissions must be received on or before Wednesday, June 02, 2021 at 09:30am. **Any submission received after this deadline will not be accepted and will be returned to sender at the sender’s expense.**

**BID OPENING STREAMING**

Due to the ongoing pandemic, and in order to abide with social distancing protocols and/or any applicable order(s), the Hidalgo County Purchasing Department is limiting the number of participants allowed in our office during bid openings to authorized personnel only; however, this is a public bid opening and it can be accessed via a live stream or by calling in the day of the event.

**Live stream:**

<https://hidalgocounty.zoom.us/j/86543871112?pwd=UmlGREFPWXNpNlVFRS9pWjFlcUQwUT09>

**Meeting ID:** 865 4387 1112

**Passcode:** 413036

**Dial by your location:** +1 346 248 7799 US (Houston)

**To find your local number:** <https://hidalgocounty.zoom.us/j/86543871112?pwd=UmlGREFPWXNpNlVFRS9pWjFlcUQwUT09>

**Join by SIP:** [86543871112@zoomcrc.com](https://hidalgocounty.zoom.us/j/86543871112?pwd=UmlGREFPWXNpNlVFRS9pWjFlcUQwUT09)

**HAND DELIVERED BIDS**

When hand delivering your company’s submission to this request, Hidalgo County requires submitters to ensure your package/envelope is stamped with date and time it was received by the Hidalgo County Purchasing staff.

**ELECTRONIC TRANSMISSION OF SUBMISSION**

Hidalgo County Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**DELIVER TO:**

US Postal Mail Address:  
Martha L. Salazar, CPPB, Purchasing Director  
ATTN: Hector A. Garcia  
Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

Physical Address:  
Martha L. Salazar, CPPB, Purchasing Director  
ATTN: Hector A. Garcia  
Hidalgo County Purchasing Department  
Administration Building  
2802 S. Business Hwy. 281  
Edinburg, Texas 78539

### **SIGNING OF SUBMISSION**

In order to be considered, all submittals **must** be signed by an authorized representative of the firm. **Please sign the original in blue ink and ensure each USB is clearly labeled.**

### **QUESTIONS AND ANSWERS**

Questions must be submitted via email to [hector.garcia1@co.hidalgo.tx.us](mailto:hector.garcia1@co.hidalgo.tx.us) by **Monday, May 24, 2021 at 5:00 P.M.** Responses to submitted questions will be emailed to all participants who obtained their procurement packet directly from Hidalgo County Purchasing Department by **Wednesday, May 26, 2021.** Telephone inquiries will not be accepted.

### **RESTRICTIVE OR AMBIGUOUS REQUIREMENTS**

It is the responsibility of the submitter to review the procurement packet and to notify the Hidalgo County Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition, or clarification on any requirements that are ambiguous. Any such protest or question regarding the requirements or bidders procedures must be received in writing via email by the deadline stated for Questions and Answers.

### **COST OF SUBMISSION**

Hidalgo County will not be liable for any costs incurred by the vendor in preparing a response to this procurement packet. Each Offeror acknowledges it is submitting a response at their own risk and expense. Further, no reimbursement for such charges or expenses shall be passed onto Hidalgo County. Hidalgo County makes no guarantee that any products or services will be purchased as a result of this solicitation, and reserves the right to reject any and all submissions received. All responses and accompanying documentation will become the property of Hidalgo County.

### **MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS**

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
  - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
  - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
  - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
  - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
  - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at the time of price change.

- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **The timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such a request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

#### **WAIVING OF INFORMALITIES**

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

#### **NOTICE OF COMMUNICATION**

*All communications by a vendor to the county, its officials, and department heads regarding this procurement shall be done through the Hidalgo County Purchasing Department.* No vendor, its' representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that this procurement packet is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or negotiation with a vendor which has been specifically authorized by the governing body.

#### **VENDOR INSTRUCTIONS**

Responses to this procurement packet shall be formatted and organized in the following order for consistency and easy screening:

- All submissions must be typed, single spaced, and printed single-sided on 8 ½" by 11" paper.
- One (1) original, **clearly marked "ORIGINAL"** and one (1) USBs in PDF format. Original document must be submitted in a three-ring, loose-leaf binder in the order listed and including all the information/sections listed in the Submission Outline/Checklist. One (1) USBs containing a

copy of the complete response in original PDF, Word, and/or Excel format must be included. The copy in USB format must also include copies of the signed documents, and the USB must be properly labeled. A self-adhesive packet may be used to secure the USB to the binder.

- Each section of the vendor's response should start on a new page. A tabbed divider page marked with the section number should be used to separate each section.
- The complete response must be sealed in an appropriately sized envelope or box for delivery to the Hidalgo County Purchasing Department, per instructions contained within this procurement packet. All documents must be labeled with the vendor's name and the RFB number as expressed on the Shipping Label (**Appendix "N"**). Any response received by the Hidalgo County Purchasing Department that is not identified on the outside with the RFB number will be at risk for rejection.

**REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.**

## **SUBMISSION OUTLINE/CHECKLIST**

To assist in ensuring all submissions received are complete, it is recommended for the Offeror to use this Submission Outline as a Checklist prior to submitting a response. All Responses must be submitted in the following order with the guidelines provided within this solicitation:

\_\_\_\_\_ **Submission Cover Sheet** - Must include the following:

- Company Name, Company Address, Company Phone Number
- Project Name: Turnkey Water Extraction and Related Services
- Procurement Number: RFB No. 2021-182-06-02-HAG
- Opening Date: Wednesday, June 02, 2021
- Opening Time: 09:30am

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**Section I: Executive Summary, Understanding of the Project, and Required Documents**

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- **Executive Summary/Understanding of the Project**
  - **Required Documents**
    - **Legal Notice Acknowledgement**
    - **Appendix “B” – Vendors Response**
    - **Appendix “C” – Insurance Requirements**
      - Proof of Insurance
      - Insurance Requirement Acknowledgement
      - Project Requirements Acknowledgement
    - **Appendix “D” – Conflict of Interest Questionnaire**
      - CIQ Form – Copy of County Clerk File with fee receipt (when applicable)
      - Form 1295
    - **Appendix “E” – Vendor Forms**
      - Vendor Application
      - HUB Declaration
      - W-9
    - **Appendix “F” – Certification Regarding Debarment**
      - Signed Certification
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    - **Appendix “H” – Contracts Under Federal Award 2 – CFR 200**
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    - **Appendix “J” – Respondent’s Affidavit**
    - **Addenda (when applicable; see Addenda under Legal Notice)**

\_\_\_\_\_ **Section II: Vendor Information**

\_\_\_\_\_ **Section III: References**

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