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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 for this bid. Failure to do so will be at the Respondent's risk and may result in rejection of the Bid 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General Requirements apply to all advertised solicitations; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN.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 bid package is complete.

### **INTRODUCTION**

Hidalgo County (hereinafter referred to as “COUNTY”) is seeking to contract with a responsible bidder for **Lime Road Material & Services**. Sealed Bids will be received for “Hidalgo County (including all funding sources, programs, and entities) for **Type-B Commercial Lime Slurry (on an as-needed basis)**”, in accordance with the requirements attached hereto as **Appendix “A”**. The response should address all requirements. Respondent may suggest substitutions of features which they feel would be in the best interest of COUNTY; however, a strong rationale must be presented for any deviation from the requirements to be included on the Deficiencies and Deviations form “Appendix 06.L”. COUNTY reserves the right to reject the deviation and its effect on the overall response.

### **AWARD**

Hidalgo County may award the bid to one (1) bidder or to multiple bidders, whichever is in the best interest of the County.

### **TERM**

It is intended that the initial contract term will be for one (1) year with the County's option to renew/extend for an additional one (1) year, under the same rates, terms, and conditions. Hidalgo County reserves the right to continue this for an additional sixty (60) day grace period at the end of the contract term for the unforeseen delay in award of the next contract.

### **GENERAL REQUIREMENTS**

**One (1) original (pages one-sided marked original) and one (1) USBs in original PDF format.** Further instructions are listed below under **VENDOR INSTRUCTIONS**. For convenience, the Bidder may utilize the Shipping Label provided in **Appendix “N”**.

### **SUBMISSION DEADLINE AND BID OPENING**

All submissions must be received on or before Wednesday, December 22, 2021, at 9:30 am. **Any submission received after this deadline will not be accepted and will be returned unopened to sender.**

### **BID OPENING STREAMING**

Due to the ongoing pandemic, and in order to abide by 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/96464676754?pwd=K1hiY3YxN0xPem5pd2xZazYzWHF4UT09>

**Meeting ID:** 964 6467 6754

**Passcode:** 545411

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

**To find your local number:** <https://hidalgocounty.zoom.us/j/96464676754>

**Join by SIP:** [96464676754@zoomcrc.com](mailto:96464676754@zoomcrc.com)

**HAND-DELIVERED BID**

Hidalgo County requires bidders, when hand-delivering bid, to make sure that it is stamped with the date and time 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: Yolanda Velasquez  
Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Director  
ATTN: Yolanda Velasquez  
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](#).**

**QUESTIONS AND ANSWERS**

Questions must be submitted via email to [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us) by **Wednesday, December 15, 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 **Friday, December 17, 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 bidder 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 its 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.

### **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, **pages one-sided marked "ORIGINAL"** and one (1) USBs in PDF format. The original document must be submitted with a Cover Page containing the information listed in the Submission Outline/Checklist, under the Submission Cover Page. One (1) USBs containing the complete response in PDF, Word, and/or Excel format must be provided and placed in the ORIGINAL response. The PDF document must also be signed. A self-adhesive packet may be used to secure the USB. The USB must also be properly labeled.
- The complete response must be sealed in an appropriately sized envelope or box for delivery to the Hidalgo County Purchasing Department, per instructions in the Procurement Packet Submission paragraph of the Legal Notice section contained within this procurement packet.
- All documents must be labeled with the vendor's name and the RFB number. 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.
- 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.
- Prepare a Table of Contents for the response being submitted and place it after the Submission Cover Sheet and before Section I. The Table of Contents must list all Sections and the contents of each section as listed in **Appendix "A"**.
- The response must be in the order listed in the Submission Outline/Checklist below.

## 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 in Vendor Instructions within this section of this solicitation:

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

- Company Name, Company Address, Company Phone Number
- Project Name: Sealed Submission for **Type-B Commercial Lime Slurry**
- Procurement Number: RFB No. 2021-144-12-22-YZV
- Opening Date: Wednesday, December 22, 2021
- Opening Time: 9:30 am

\_\_\_\_\_ **Table of Contents**

\_\_\_\_\_ **Section I: Executive Summary and Required Documents** (signed and filled)

- Executive Summary
  - Company name and address; name, title, email, telephone, and fax number of the person to be contacted for clarifications or additional information regarding Bid; and
  - Name, title, email, telephone, and fax number of the person authorized to contractually obligate vendor's company with bid and any future documentation.
- Required Documents
- **Legal Notice Acknowledgement**
- **Appendix "A"- Requirements/Specifications**
- **Appendix "B" – BID PAGE**
- **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
  - SAM.gov Registration Acknowledgement
- **Appendix "H" – Contracts Under Federal Award 2 – CFR 200**
  - Byrd Anti-Lobbying Contract Clause
  - 2 CFR 200 Certification
- **Appendix "J" – Respondent's Affidavit**
- **Appendix "L"- Deficiencies and Deviations form (If Applicable)**
- **Appendix "M"- (If Applicable)**
- **Addenda (when applicable; see Addenda under Legal Notice)**

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

\_\_\_\_\_ **Section III: Vendor Delivery**

\_\_\_\_\_ **Section IV: Specifications of Required Goods**

\_\_\_\_\_ **Section V: Legal Documents (If Applicable)**

**APPENDIX "A"**  
**Lime Road Material & Services**

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**SPECIFICATIONS/REQUIREMENTS:**

The following are the minimum requirements accepted.

**TYPE B COMMERCIAL LIME SLURRY:**

This item shall govern for the placement and distribution of "Type-B Commercial Lime Slurry" to project site locations within Hidalgo County Precincts. The application, equipment, placement, mixing, etc. shall be as per TxDOT Standard Specifications, 2014 Edition, Item 260 - Lime Treatment (Road-Mixed). The Commercial Lime Slurry shall be produced by a TxDOT Pre-qualified Producer for the specified product.

The material shall be delivered by truck/trailer method to the job site as directed by the Precinct. The vendor shall use slurry tanks equipped with agitation devices to slurry-hydrated lime on project or other approved location. The vendor shall provide a pump for agitating the slurry when the distributor truck is not equipped with an agitator. The distributor truck must be equipped with a sampling device, as per TxDOT Specifications.

**The bids for the commercial lime slurry will be evaluated and awarded on the basis of a complete turn-key job which will be the lowest price per ton, that is, by dry weight calculated from the minimum percent of the dry solids content of the slurry including a complete turn-key job. The price per ton shall include any and all materials, delivery, equipment, labor, tools, and incidentals for the proper application of the Commercial Lime Slurry.**

The Material Requirements are as follows:

|  |          |
|--|----------|
| TOTAL ACTIVE LIME CONTENT, % BY WEIGHT                               | 87.0 MIN |
| WET SIEVE REQUIREMENTS, % BY WEIGHT RESIDUE RETAINED ON NO. 6 SIEVE  | 2.0 MAX  |
| WET SIEVE REQUIREMENTS, % BY WEIGHT RESIDUE RETAINED ON NO. 30 SIEVE | 4.0 MAX  |

Sample and test lime in accordance with Tex-600-J

**1) QUANTITY:**

Hidalgo County will purchase material on an "AS NEEDED BASIS ONLY". Thus, it is agreed and understood that the County will purchase no more material than is needed.

Bidder(s) agree(s) that in the event "**Lime Road Material & Services**" is unavailable from bidder's own inventory, bidder will be responsible for locating an alternative supplier and for providing the product to Hidalgo County at the same rates/fees, terms, and conditions. After the bid is awarded and in the event, the awarded bidder(s) cannot provide "**Lime Road Material & Services**" to HIDALGO

**APPENDIX "A"**  
**Lime Road Material & Services**

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COUNTY, the County will seek goods/services from the next compliant vendor or other sources and will charge the successful bidder the difference for any additional cost incurred by Hidalgo County for such item.

- 2) **TESTING:** may be performed through an independent testing laboratory at the request of Hidalgo County anytime during the length of the contract. If the result of the test show material does not meet specifications, the cost of the test will be absorbed by the vendor. If the result of the test show material does meet specifications, the cost of the test will be borne by Hidalgo County.

**BID PAGE**  
**"Lime Road Material and Services"**

**Pricing must include a complete turn-key job including any and all materials, delivery, equipment, labor, tools, and incidentals for the proper application of the Commercial Lime Slurry.**

| DESCRIPTION  | PRICE PER TON<br>Delivered and Placed (Spread) |
|--|--|
| TYPE B-COMMERCIAL LIME SLURRY<br>Per specifications, delivered and placed (spread) | \$   |
| Delivery time after receipt of Purchase Order (i.e. days, hrs)                     |  |
| PLANT LOCATION:  |  |
|  |  |
|  |  |

**BIDDER'S INFORMATION:**

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP CODE:

\*\*\* CELLULAR NO:

E-MAIL ADDRESS:

AUTHORIZED SIGNATURE:

PRINTED NAME:

TITLE:

**\*\*\*REQUIRED INFORMATION\*\*\***



in violation of any terms or conditions of said contract.

3. **Term.** This Contract shall be for a period of **one (1) year**, commencing on **Month 00, 2021** and expiring on **Month, 2022**, and may be extended at the sole discretion of the County for an additional **one (1) year** term(s) under the same rates, terms and conditions unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and under the same rates, terms and conditions.

4. **Licenses.** As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services. If such license or permit is suspended or revoked, this Agreement shall automatically be terminated and Company shall immediately notify the County.

5. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

6. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

7. **Consideration.** As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

8. **Insurance:** Consistent with its status as an independent contractor and at its sole expense, Company agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified in the Procurement Packet/Specifications and/or which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Bidder's activities and all persons, vehicles, equipment and property connected with providing Services, to include theft or loss. The amount of insurance required shall be in accordance with amounts specified by the County or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the

Texas Tort Claims Act. These requirements do not establish limits of Company's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County. Company shall cause all subcontractors utilized by Company to also comply with these specifications. Company shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect. (See Exhibit "C" attached hereto and incorporated herein for all purposes). For each applicable policy, Company shall name the County as an additional insured. Company shall notify County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Company shall make any other insurance documentation available to County upon request.

**9. Indemnification.** Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

**10. Assignment.** This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

**11. Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

**12. No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**13. Independent Contractor.** It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

**14. Notice.** Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:                   The County of Hidalgo  
  Attn: County Judge  
  100 E. Cano, 2<sup>nd</sup> Floor  
  Edinburg, Texas 78539

If to Company:               \_\_\_\_\_

  \_\_\_\_\_

  \_\_\_\_\_

  \_\_\_\_\_

15.     **Provisions.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

16.     **Termination.** This Agreement may be terminated by County without cause upon thirty (30) days written notice.

17.     **Successors.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

18.     **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

19.     **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

20.     **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

21.     **Authority to Execute.** The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Contractor in accordance with its terms.

22. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903:* In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

23. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

24. **Immunities:** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

25. **Nondiscrimination:** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made a part of this agreement for all purposes.

26. **Additional Documents:** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.

27. **Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.326, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

*[SIGNATURE PAGE TO FOLLOW]*

EXECUTED and effective as of the day and year first written above.

COUNTY OF HIDALGO

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Richard F. Cortez, County Judge

ATTEST:

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Arturo Guajardo Jr., County Clerk

COMPANY

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SIGNATURE/TITLE

Approved By Commissioners Court On: \_\_\_\_\_

APPROVED AS TO FORM:  
Office of the Criminal District Attorney  
Ricardo Rodriguez, Jr.

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Robert Viña III, Assistant District Attorney

**EXHIBIT “A”**  
**Request for Bid (RFB)**  
**Procurement Packet**

# EXHIBIT B

# BID PAGE

# EXHIBIT "C"

## INSURANCE REQUIREMENTS