



LUBBOCK COUNTY, TEXAS INVITATION TO BID

ITB 220804 CRUSHED CALICHE CONSOLIDATED ROAD AND BRIDGE

I. GENERAL

Description:

DESCRIPTION: Lubbock County Commissioners Court will receive sealed competitive bids for 220804. Specifics shall be as shown in the bid documents.

II. INSTRUCTIONS:

Offerers may submit bids electronically by uploading required documents at Lubbock County partner's website, Bonfire. If submitting electronically, do not submit paper documents. Refer to Exhibit A for Bonfire Submission Instructions.

If you choose to submit in hard copy, submit one original bid along with supporting documents of your submittal in a sealed envelope or container plainly labeled with the ITB Number ITB **220804**, CRUSHED CALICHE along with their vendor name and address on the outside of the envelope or container to the office of the Director of Purchasing:

Physical: LUBBOCK COUNTY PURCHASING DEPARTMENT
Attn: DIRECTOR OF PURCHASING
916 MAIN STREET, SUITE #503
LUBBOCK, TEXAS 79401

Mailing: LUBBOCK COUNTY PURCHASING DEPARTMENT
Attn: DIRECTOR OF PURCHASING
PO BOX 10536
LUBBOCK, TEXAS 79408

This Invitation to Bid is for your convenience in submitting an offer for the referenced services for Lubbock County.

Sealed bids or electronic submittals through the Bonfire portal, <https://lubbock.bonfirehub.com> shall be received until:

**Tuesday, September 13, 2022, prior to 2:00 P.M.,
MARK ENVELOPE: ITB 220804 CRUSHED CALICHE**

In the event of inclement weather and County Offices are officially closed on a ITB opening day, ITBs will be received until 2:00 p.m. of the next business day, at which time said ITBs will be publicly opened.

The documents shown in Exhibit A are required to be submitted in your bid/offer package. It is the bidder's responsibility to be thoroughly familiar with all requirements and specifications. Be sure you understand the requirements before you return your bid/offer package.

FAILURE TO RETURN THE FOLLOWING FORMS MAY DEEM YOUR BID AS NON- RESPONSIVE.

- Bid Table (as posted in Bonfire)
- Non-Collusive Bidding Certificate
- Cooperative Purchasing Agreement
- Vendor Acknowledgement (Acknowledge **EACH** Addendum(s) on form)
- Certificate Regarding Lobbying
- Certificate Regarding Energy Companies and Firearm Entities or Firearm Trade Associations Acknowledgement

IT IS UNDERSTOOD THAT: Lubbock County, reserves the right to accept or reject any and/or all bids as it shall deem to be in the best interest of Lubbock County. Receipt of any bids shall under no circumstances obligate Lubbock County to accept the lowest bid. The award shall be made to the responsible bidder(s) whose bid(s) is determined to be the lowest responsive bid(s). Lubbock County reserves the right to waive any minor irregularities in a response. Lubbock County reserves the right to request clarification of irregularities submitted and/or to request additional information from any Firm and the right to eliminate any firm from consideration if it is determined the firm cannot perform services specified in their response.

Lubbock County utilizes County Purchase Orders as its primary means of encumbering funds and pays for goods and services utilizing Vendor invoices. In the event Governmental Entities utilizing InterGovernmental Contracts use other payment methods, including but not limited to, purchasing cards, debit cards, check requests or other methods which cause the Vendor to incur service, processing, or other fees, these fees are the responsibility of that Governmental Entity, unless otherwise negotiated with the Vendor.

BIDS SHALL include all required documents. Each paper submittal shall be placed in a sealed envelope, manually signed in ink by a person having authority to bind the firm in a contract and marked clearly on the outside. Electronic bids shall be submitted via Bonfire following the instructions for electronic submittal included in Exhibit A.

LATE BIDS: Bids received in County Purchasing Office after submission deadline shall be returned unopened and will be considered void and unacceptable. Lubbock County is not responsible for lateness of mail, carrier, etc., and time/date stamp clock in Purchasing Office shall be the official time of receipt.

ALTERING BIDS: Any interlineation, alteration, or erasure made before receiving time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BIDS: A bid may not be withdrawn or cancelled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

BIDS WILL BE received and publicly acknowledged at the location, date, and time stated above. Bidders, their representatives and interested persons may be present. Bids shall be received and acknowledged only so as to avoid disclosure of the contents to competing bidders and kept secret during the negotiation/evaluation process. Bids will be posted to the Lubbock County website and sent to participating bidders after bids have been evaluated and awarded in Commissioner's Court. Bid prices will not be communicated by telephone or

e-mail prior to the Commissioner's Court. Interested bidders are encouraged to attend the bid opening should they desire bid prices.

SUBMITTAL OF CONFIDENTIAL MATERIAL: The Owner considers all Bid information, documentation and supporting materials submitted in response to this Invitation to Bid to be non-confidential and/or non-proprietary in nature, and therefore, shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Sec. 552.001, et seq.) after the award of the contract except for trade secrets and confidential information which the Offeror identifies as proprietary. Any material that is to be considered as CONFIDENTIAL/PROPRIETARY in nature must be clearly marked on each applicable page as such by the proposer. Marking your entire bid CONFIDENTIAL/Proprietary is not in conformance with the Texas Public Information Act (*Texas Government Code*, Sec. 552.001, et seq.).

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. This provision is mandatory and may not be altered or deleted, as required by Sec. 552.372(b) of the Texas Government Code.

Lubbock County, Texas assumes no responsibility for asserting legal arguments on behalf of Bidders. Bidders are advised to consult with their legal counsel concerning disclosure issues resulting from this bidding process and to take precautions to safeguard trade secrets and other proprietary information.

DISCLOSURE OF CERTAIN RELATIONSHIPS: Chapter 176 of the Texas Local Government Code requires that any proposer or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the proposer or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Lubbock County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed as defined in 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. A copy of the law is available at: <https://statutes.capitol.texas.gov/Docs/LG/htm/LG.176.htm>. The forms for reporting are available at: <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>. By submitting a response to this request, the proposer represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. If required, send completed forms to the Lubbock County Clerk's Office located at 904 Broadway, Suite 207 Lubbock, TX 79401.

DISCLOSURE OF INTERESTED PARTIES: In compliance with Section 2252.908 of the Texas Government Code, Lubbock County Commissioners Court may not enter into a contract with a business entity as a result of acceptance or award of this solicitation unless the business entity submits a disclosure of interested parties form as required by this statute. Notification will be given to the business entity recommended for award upon which the business entity will be required to submit the completed form prior to award. A copy of this law is available at <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm>. The on-line form is available at <https://www.ethics.state.tx.us/filinginfo/1295/>. The Definitions are included in Chapter 46, Ethics Commission Rules: <https://www.ethics.state.tx.us/rules/commission/ch46.php>.

RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY KNOWN FOREIGN TERRORIST ORGANIZATIONS.

PROHIBITION OF CONTRACT WITH CERTAIN COMPANIES: Vendors/Contractors/Providers must be in compliance with the provisions of §2252.152 and §2252.153 of the Texas Government Code, which states in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with any company listed on the Comptroller of the State of Texas website identified under Section 806.051 or Section 2252.153, which do business with Iran, Sudan or any Foreign Terrorist Organization. By submitting a signed response to this solicitation, contractor verifies to Lubbock County that it is not on any such list.

CHAPTER 2271 VERIFICATION (Effective September 1, 2019) : Lubbock County is legally prohibited from contracting for goods and services unless the contract contains written verification from the contractor that it does not, and will not during the term of the contract boycott Israel as described in Texas Government Code §808.001(1). By submitting a response to this solicitation, the respondent is affirming compliance with Chapter 2271.002 of the Texas Government Code.

NON-DISCRIMINATION:

- a. **Equal Employment Opportunity:** Qualifier will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. Qualifier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, disability, genetic information or veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Qualifier agrees to post in conspicuous places, available to employees and applicants for employment, notices of employment. Qualifier will, in all solicitation or advertisements for employees placed by or on behalf of qualifier, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, disability, genetic information, or veteran status. Qualifier will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials. Qualifier will include the provisions herein in every subcontract or purchase order unless exempted.
- b. **Drug Free Work Place Act:** Qualifier shall comply with all applicable requirements of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations thereunder.
- c. **Americans with Disabilities Act:** Qualifier shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations thereunder.
- d. **OSHA Regulations:** Qualifier agrees to maintain and to display any applicable materials for its employees in accordance with OSHA regulations.
- e. **Compliance with Immigration Laws and Use of E-Verify:** Qualifier agrees to comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. Qualifier further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. Qualifier shall not employ unauthorized aliens, and shall not assign services to be performed to any supplier or subcontractor who are unauthorized aliens. If any personnel performing any services hereunder are discovered to be an unauthorized alien, then Qualifier will immediately remove such personnel from performing services hereunder and shall replace such personnel with personnel who are not unauthorized alien(s).
- f. **State and Federal Law Compliance:** Qualifier agrees to comply with all other State and Federal laws and regulations applicable to the provision of services under this contract.

DEBARMENT: Vendor certifies that at the time of submission of its bid, Vendor was not on the federal government's list of suspended, ineligible or debarred contractors and that Vendor has not been placed on this list between the time of bid submission and the time of execution of the Contract. If Vendor is placed on this list during the term of the contract, Vendor shall notify the Lubbock County Director of Purchasing. False certification or failure to notify may result in termination of the contract for default.

MONITORING PERFORMANCE: The County shall have the unfettered right to monitor and audit the qualifier's work in every respect. In this regard, the qualifier shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the qualifier shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the qualifier's work and performance under this contract. In the event any such material is not held by the qualifier in its original form, a true copy shall be provided.

FUNDING: If the funds for payment have been provided through Lubbock County budget approved by the Lubbock County Commissioners Court for the fiscal year only. State of Texas prohibits the obligation and expenditure of public funds beyond the fiscal year for which the budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current fiscal year shall be subject to budget approval. The Fiscal Year for Lubbock County extends from October 1st of each calendar year to September 30th of the next calendar year.

NO COMMITMENT BY LUBBOCK COUNTY: This invitation to bid does not commit Lubbock County to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of an invitation to bid in response to this Invitation to Bid and does not commit Lubbock County to procure or contract for services or supplies.

INFORMATION/QUESTIONS: All requests for additional information or clarification concerning this ITB must be submitted through the Bonfire electronic procurement portal system or **in writing**, no later than five (5) business days prior to the bid opening date and be addressed to:

Lubbock County Purchasing Department
Attn: Director of Purchasing
916 Main Street, Suite 503
P.O. Box 10536
Lubbock, Texas 79408
Fax: (806)775-7981
E-mail: cwehrman@lubbockcounty.gov

ADDENDA: Addenda are written changes, additions, alterations, corrections or revisions to specifications which change the scope of work. Any addenda issued during the time allowed for the preparation of bids shall be covered in the bid and, in executing the contract; they shall become a part thereof.

Each addenda must be acknowledged on the Vendor Acknowledgement Form.

All addenda, amendments and interpretations of this solicitation shall be in writing. Lubbock County shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the County in writing or in this ITB should be used in preparing bid responses. All contact that a Bidder may have had before or after receipt of this ITB with any individuals, employees or representatives of the County, and any information that may have been read in any news media or seen or heard in any communication facility regarding this Bid should be disregarded in preparing Bid responses.

TERM: Effective October 1, 2022 through September 30, 2023.

BID SUBMITTAL:

1. Bid prices must be firm for a minimum period of the project. Bids subject to price increases will not be considered.
2. Any information regarding warranties and/or maintenance agreements pertaining to said bid item(s) are to be included in the bid response.
3. All bids must include this ITB and any subsequent addenda. Bids must be submitted on the Bid Form. Identify the item bid, including brand name and model number, if applicable.
4. The price or prices for the work shall include full compensation for all taxes, permits, etc. that the bidder is or may be required to pay.
5. All bids, responses, inquiries or correspondence relating to or in reference to this ITB, and all reports, charts and other documentation submitted by bidders shall become the property of Lubbock County when received.

BIDDER/PROPOSER RESPONSIBILITY: It is the responsibility of each bidder/proposer before submitting a bid/proposal:

1. To examine thoroughly the contract documents and other related data identified in the bid documents, to visit the site to become familiar with and satisfy proposer as to the general, local, and site conditions that may affect cost, progress, performance, etc.
2. To consider federal, state, and local laws and regulations that may affect costs, progress, performance or furnishing of the work.
3. To study and carefully correlate proposer's knowledge and observations with the contract documents and such other related data.
4. To promptly notify the County Director of Purchasing of all conflicts, errors, ambiguities, or discrepancies which proposer has discovered in or between the contract documents and such other related documents.

PURCHASE ORDER: A purchase order(s) shall be generated by Lubbock County to the successful bidder.

INVOICES: Invoices shall be mailed directly to:

Lubbock County Auditor's Office
P.O. Box 10536
Lubbock, Texas 79408

The invoices shall show:

- Name and address of successful bidder;
- Detailed breakdown of all charges for the services or products delivered stating any applicable period of time; and
- Lubbock County Purchase Order Number.

PAYMENT: Payment will be made upon receipt and acceptance by the County of completed services and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. Successful bidder is required to pay subcontractors within ten (10) days.

SALES TAX: Lubbock County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the bid price shall not include taxes.

DEBT: Lubbock County reserves the right to reject any bid submitted by a Bidder who owes a debt to the County. Debt includes delinquent taxes, fines, fees and delinquencies arising from written agreements with the County.

BIDS/PROPOSERS MUST COMPLY WITH: Bids/proposers must comply with all federal, state, county and local laws governing or covering this type of service. Vendors are required to have and maintain, at no cost to Lubbock County, insurance of the types and amounts as required by law and/or the bid specifications.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS: Lubbock County hereby notifies all Bidders that in regard to any contract entered into pursuant to this ITB, Disadvantaged Business Enterprises (DBE's) will be afforded equal opportunities to submit Bids and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.

CLEAN AIR ACT (42 U.S.C. 7401-7671q.) Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

PROCUREMENT OF RECOVERED MATERIALS:

(a.) A non-Federal entity that is a State agency or agency of a political subdivision of the State and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Public Law No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962).

(b.) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(c.) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>. The list of EPA-designated items is available at <https://www.epa.gov/cpg/products.htm>.

In the event of any discrepancy between the provisions in this Section 63 of General Provisions and provisions on the same subject elsewhere within this procurement, the most stringent shall control.

SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS (2 C.F.R § 200.321): The County is required to take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. This includes requiring the prime contractor, if subcontracts are to be let in the performance of this contract, to itself take affirmative steps in letting the subcontract. Accordingly, if subcontracts are to be let in the performance of this contract, the contractor must take affirmative steps in the letting of the subcontract(s), which must include:

- (a) placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (c) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; and
- (d) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

In accordance with FEMA procurement guidance:

A small business is a business that is independently owned and operated, not dominant in the field of operation in which it is bidding on Lubbock County contracts, and qualified as a small business under the Small Business Administration criteria and size standards at 13 C.F.R. Part 121.

A women's business enterprise is a business enterprise that is: (a) at least 51 percent owned by one or more women or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women; and (b) whose management and daily operations are controlled by one or more women.

A minority business is a business that is: (a) at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority group members; and (b) whose management and daily operations are controlled by one or more minority group members.

CERTIFICATION REGARDING LOBBYING: Qualifier certifies that:

(a.) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder, to any person for influencing or attempting to influence a department or employee of an agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(b.) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a department or employee of any agency, a member of Congress, a department or employee of congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the bidder shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(c.) Qualifier shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The truthful and fully completed and executed original of the Certification Regarding Lobbying (included with bid packet) must be included with the submission of qualifier's response and is a mandatory requirement of this invitation to bid. Qualifier's failure to include the fully completed and executed or original of this Certification shall be considered non-compliant with the requirements of this invitation to bid and grounds for the rejection of the qualifier's response. Submission of the certification is a prerequisite for making or entering into a contract with qualifier and is imposed by Section 1352, Title 31, United States Code. Further, any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

TERMINATION FOR DEFAULT: Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case either party may require corrective action within ten (10) business days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) business days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

All notices relating to default by qualifier of the provisions of the contract shall be issued by the County through its Legal Department, and all replies shall be made in writing to the County Legal Department. Notices issued by or issued to anyone other than the County Legal Department shall be null and void and shall be considered as not having been issued or received.

Lubbock County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or further negotiations. At a minimum, qualifier shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees.

In the event of Termination for Default, Lubbock County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by qualifier.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

County reserves the right to terminate this contract immediately in the event contractor:

- A. Fails to meet delivery or completion schedules; and/or
- B. Fails to otherwise perform in accordance with the accepted bid and the contract/purchase order.

TERMINATION FOR CONVENIENCE: County may terminate this contract upon at least thirty (30) calendar days prior written notice for its convenience or for any reason deemed by the County to serve the public interest. As well, County may terminate this contract upon thirty (30) calendar days prior written notice for any reason resulting from any governmental law, order, ordinance, regulation, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by qualifier should this contract be terminated early.

MERGERS, ACQUISITIONS: The Qualifier shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a qualifications is submitted. If subsequent to the

award of any contract resulting from this request for qualifications the Qualifier shall merge or be acquired by another firm, the following documents must be submitted to the County:

- A. Corporate resolutions prepared by the awarded Bidder and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
- B. New entity's Federal Identification Number (FEIN);
- C. New entity's proposed operating plans;
- D. New entity's proof of registration in SAM;
- E. New entity's certification regarding debarment;
- F. New entity's certification regarding lobbying; and
- G. W-9 Form for new entity.

Moreover, qualifier is required to provide the County with notice of any anticipated merger or acquisition as soon as qualifier has actual knowledge of the anticipated merger or acquisition. The New Qualifier's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval.

INSURANCE: Before commencing work, the successful party shall be required, at his own expense, to furnish the Lubbock County Director of Purchasing within ten (10) days of notification of award with evidence showing the following insurance coverage to be in force throughout the term of the contract:

Types of Coverage	Minimum Limits of Liability
1. Worker's Compensation/Employer's Liability	
a. Worker's Compensation	Statutory Requirement
b. Employer's Liability	\$1,000,000
2. Commercial General Liability:	
a. Bodily Injury/Personal Injury/Property Damage	\$1,000,000 per occurrence/\$2,000,000 aggregate
3. Auto Liability	
a. Combined Single Liability	\$1,000,000 per occurrence

Each insurance policy to be furnished by the successful party shall include, by endorsement to the policy, a statement that a notice shall be given to Lubbock County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage. Said coverage shall be written by an insurer acceptable to the COUNTY and shall be in the form acceptable to the COUNTY.

APPLICABLE GOVERNING LAWS AND REGULATIONS: In accordance with the Instructions to Bidders, all bidders must comply with State Labor Laws concerning wage rates.

CONTRACT: Any contract made, or purchase order issued, as a result of this ITB shall be entered into in the State of Texas and under the laws of the State of Texas. In connection with the performance of work, the bidder agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State and local laws, regulations and executive orders to the extent that the same may be applicable.

ITB 220804
CRUSHED CALICHE
MINIMUM SPECIFICATIONS

Item 1: Caliche Material:

Description: This material shall consist of a foundation course for surface or other base courses; shall be composed of caliche and gravel materials, and consist of highway and city grade base material.

Sieve Size	Percent Retained
1-¾ in.	0
3/8 in.	30-50
No. 40	50 -85

The material passing the 40 mesh sieve shall be known as 'soil binder' and shall meet the following requirements:

Liquid limit shall not exceed	35
Plasticity index shall not exceed	15
Linear shrinkage shall not exceed	8.5%

Material pile shall be constructed in such manner as to immediately expose the vertical faces of all acceptable strata, and the material shall be removed unless otherwise directed in successive vertical cuts extending through all of the exposed strata.

Note: County will consider deviations in specifications – bidder must state actual specification for the material bid.

State Your Bid Price As Follows:

1. Crushed caliche base material meeting the minimum specification as described above (to be loaded and hauled by the County).
2. Crushed caliche base material loaded into County trucks (County's option).
3. Crushed caliche base material loaded and hauled to County roads by supplier (County's option). This option will be used as needed in the best interest of the County.
4. State date caliche will be available.
5. State Source/Pit Location – Must be within 10 miles of Lubbock County.

**ITB 220804
CRUSHED CALICHE**

BID TABLE

Item 1	Units	Bid Price per Cubic Yard
County load County trucks	Price per cubic yard	\$
Item 2		Bid Price per Cubic Yard
Vendor load County trucks	Price per cubic yard	\$
Item 3		Bid Price per Cubic Yard
Delivered to site	Price per cubic yard	\$
	Price per mile	\$
Item 4		Date
Date Available		
Item 5		Location
Source/Pit Location		

Total Estimated Usage: It is anticipated that Lubbock County will be ordering approximately 70,000 cu. yd..

Please Note: This bid is for pricing effective from October 1, 2022 through September 30, 2023.

Lubbock County reserves the right to award this bid as a multiple award to better accommodate various delivery sites. Vendor must be located (have supply) located within 10 miles of Lubbock County.

Bid Award: Lubbock County is requesting bids for the annual contract for Crushed Caliche. This is a twelve (12) month contract with no renewals. Bidders may bid on any or all items. Award(s) will be made per line item to the lowest bidders who meet or exceed specifications. Estimated quantities are, in fact, estimations. Materials will be ordered in as-needed quantities, on an as-needed basis. Please do not bid on any item for which the price cannot be maintained for the twelve (12) month contract period.



Exhibit A

Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

2. Name	Type	# Files	Requirement
Tab 1 Bid Table	File Type: PDF (.pdf)	Single	Required
Tab 2 Non-Collusive Bidding Certificate	File Type: PDF (.pdf)	Single	Required
Tab 3 Cooperative Purchasing Agreement	File Type: PDF (.pdf)	Single	Required
Tab 4 Vendor Acknowledgement	File Type: PDF (.pdf)	Single	Required
Tab 5 Certificate Regarding Lobbying	File Type: PDF (.pdf)	Single	Required
Tab 6 Certificate Regarding Energy Companies and Firearm Entities or Firearm Trade Associations Acknowledgement	File Type: PDF (.pdf)	Single	Required

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

3. Upload your submission at:

<https://lubbock.bonfirehub.com>

The Q&A period for this opportunity starts Monday, August 8, 2022, 9:00 A.M. CDT. The Q&A period for this opportunity ends Tuesday, September 6, 2022, 2:00 P.M. CDT. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Tuesday, September 13, 2022, 2:00 P.M. CDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

Lubbock County uses a Bonfire portal for accepting and evaluating bids digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

ITB 220804
CRUSHED CALICHE
Non-Collusive Bidding Certificate

By submission of this bid or proposal, the bidder certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor;
2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or bids for this project, to any other bidder, competitor, or potential competitor;
3. No attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; and
4. The person signing this bid or proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf.

Vendor Name

Authorized Signature

Printed Name

Title

Date

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COOPERATIVE PURCHASING AGREEMENT

COOPERATIVE PURCHASING: Lubbock County desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the price quoted, for the period of this contract. Each bidder shall indicate in the space provided below if he/she will honor Political Subdivision orders in addition to orders from Lubbock County. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications and pricing would apply?

YES_____ NO_____ (please initial the appropriate response)

Lubbock County currently has an Interlocal Agreement for Cooperative Purchasing in place with the City of Lubbock. Lubbock County reserves the right to enter into additional Interlocal Agreements for Cooperative Purchasing at its sole discretion.

If you (the bidder) initialed YES, the following will apply:

Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with Lubbock County will be eligible, but not obligated, to purchase materials / services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than Lubbock County will be billed directly to that governmental entity and paid by that governmental entity. Lubbock County will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials / services as needed.

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VENDOR ACKNOWLEDGEMENT

The undersigned hereby certifies that he/she understands the specifications and any addendums, has read the document in its entirety and the prices submitted in this bid/proposal have been carefully reviewed and are submitted as correct and final. If Bid/Proposal is accepted, proposer further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions in the specifications of the Invitation for Bid/Proposal.

The undersigned hereby certifies the foregoing proposal submitted by the company listed below hereinafter called "Bidder" is the duly authorized agent of said company and the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract; this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder; and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Company Name					
Address of Principal Place of Business					
City, State, Zip					
Remittance Address					
City, State, Zip					
Phone of Principal Place of Business					
Fax of Principal Place of Business					
E-mail Address of Representative					
Active SAM Registration	Y		N		
SAM Unique Entity Identification Number					
Date					
Acknowledgement of Addenda (Please circle EACH acknowledged Addendum(s))	#1	#2	#3	#4	#5
Authorized Representative Name					
Authorized Representative Title					
Authorized Signature					

LUBBOCK COUNTY
CERTIFICATION REGARDING ENERGY COMPANIES AND FIREARM ENTITIES OR FIREARM
TRADE ASSOCIATIONS ACKNOWLEDGMENT

VENDOR IS EXEMPT FROM CERTIFICATION REGARDING ENERGY COMPANIES AND FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$100,000.00 or more that is to be paid wholly or partly paid from public funds of the governmental entity.

If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows: Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature S. B. 13), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S. B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited.

In compliance with Section 2274.002 of the Texas Governmental Code (added by 87th Legislature, S. B. 19), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, S. B. 19) and means, with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):

_____ Vendor is EXEMPT from Certification as set out above.

_____ Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

Signature _____

THIS FORM MUST BE SIGNED.

CERTIFICATION REGARDING LOBBYING

(31 U.S.C.A. § 1352)

**This Certification must be completed, signed, dated and
returned to the Lubbock County Director of Purchasing**

Procurement Number and Description: ITB #220804, CRUSHED CALICHE

Proposer **CERTIFIES**, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the proposer shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Proposer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Organization/Corporation: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Signature of Authorized Date

Signatory for Proposer: _____ Signed: _____

Title of Authorized Signatory of Proposer: _____