



Hidalgo County Purchasing Department  
 2812 S. Business Highway 281  
 New Administration Building  
 Edinburg, Texas 78539  
 (956) 318-2626/ Fax: (956) 318-2629

**MEMORANDUM**  
 (APPROVAL OF SPECIFICATIONS)

To: Mr. Raul E. Segin, PE, CFM, Planning Administrator  
 Hidalgo County Engineering Projects Office

Attn: Eliza Yzaguirre, Engineering Tech

From: Sandy Suarez, Buyer II  
 Hidalgo County Purchasing Department.

Date: January 16, 2014

Re: Approval Specifications for: RFB NO.: 2014-038- Hidalgo County (All  
 Funding Sources, Programs and Entities) - "SS-1 EMUSIFIED ASPHALT AND DELIVERY SERVICES"


Please review the following SPECIFICATIONS and verify if all requirements are met by signing below and indicating APPROVE (or) DISAPPROVE. If specifications are NOT met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department. If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: \_\_\_\_\_ YES / \_\_\_\_\_ NO/ \_\_\_\_\_ Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT NO: \_\_\_\_\_

	RAUL E. SEGIN	PLANNING	01/17/14
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us) Please return by January 22, 2014, by no later than 10:30 a.m. for placement on the next proposed Comm. Crt Meeting on February 11, 2014**

Enclosures



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**MEMORANDUM**  
 (APPROVAL OF SPECIFICATIONS)

To: Hon. A.C. Cuellar, Jr., Commissioner  
 Hidalgo County Precinct 1  
 Attn: Raul Lozano / Katia Garcia

To: Hon. Hector (Tito) Palacios, Commissioner  
 Hidalgo County Precinct 2  
 Attn: Ricardo Cuellar/ Erika Zamora

To: Hon. Joe, M. Flores, Commissioner  
 Hidalgo County Precinct 3  
 Attn: Saul Ramirez / Norma Ceballos

To: Hon. Joseph Palacios, Commissioner  
 Hidalgo County Precinct 4  
 Attn: Marcos Lopez / Gloria Beltran / Veronica Lopez

From: Sandy Sudrez, Buyer II  
 Hidalgo County Purchasing Department.

Date: January 16, 2014

Re: Approval or Disapproval of Specifications for: RFB NO.: 2014-038- Hidalgo County (All Funding Sources, Programs and Entities) - “SS-1 EMUSIFIED ASPHALT AND DELIVERY SERVICES”

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APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY:  YES /  NO/  Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT NO: 4-1200-431-00-121-005-0-673

	<u>Raul Lozano</u>	<u>Pct. 1</u>	<u>1/22/14</u>
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

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 Attn: Saul Ramirez / Norma Ceballos

To: **Hon. Joseph Palacios, Commissioner**  
 Hidalgo County Precinct 4  
 Attn: Marcos Lopez / Gloria Beltran / Veronica Lopez

From: Sandy Suárez, Buyer II  
 Hidalgo County Purchasing Department.

Date: **January 16, 2014**

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APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY:  YES /  NO /  Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT NO: 4-1200-431-00-122-006-0-673 (account varies based on Rd. Project)

	Ricardo Cuellar	R&B-	1/28/14
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

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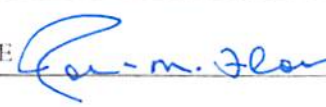
To: Hon. Joseph Palacios, Commissioner  
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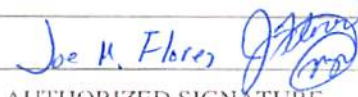
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APPROVE 	DISAPPROVE
APPROVED WITH MODIFICATIONS	

FUNDS AVAILABILITY:  YES /  NO /  Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT NO: 4-1200-431-00-123-005-0-731

	<u>Joe M. Flores</u>	<u>Pct#3</u>	<u>1/21/14</u>
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us) Please return by January 22, 2014, by no later than 10:30 a.m. for placement on the next proposed Comm. Crt Meeting on February 11, 2014.**

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*OK Saul Ramirez 1/22/14*



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 Hidalgo County Precinct 4  
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**From:** Sandy Suarez, Buyer II  
 Hidalgo County Purchasing Department.

**Date:** January 16, 2014

**Re:** Approval or Disapproval of Specifications for: RFB NO.: 2014-038- Hidalgo County (All Funding Sources, Programs and Entities) - "SS-1 EMUSIFIED ASPHALT AND DELIVERY SERVICES"

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APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY:  YES /  NO /  Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT NO: 4-1200-431-00-124-007-0-673

<i>Roman Rodriguez</i>	<i>Roman Rodriguez</i>	<i>Road &amp; Bridges</i>	<i>1/22/14</i>
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us) Please return by January 22, 2014, by no later than 10:30 a.m. for placement on the next proposed Comm. Crt Meeting on February 11, 2014.**

Enclosures

**Exhibit "A"**  
**Hidalgo County (All Funding Sources, Programs and Entities)**  
**"SS-1 Emulsified Asphalt and Delivery Services"**  
**Bid №: 2014-038-00-00-SGS**

**Scope of Services:**

Hidalgo County is seeking an annual contract from qualified vendors to supply and deliver **SS-1 Emulsified Asphalt** to the following locations but not limited to and on **"as needed basis"**. SS-1 Emulsified Asphalt shall conform to the specifications according to the TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, adopted in 2004. Item 300, Asphalts, Oils, and Emulsions.

**REQUIREMENTS/ SPECIFICATONS:**

The following are the minimum requirements accepted.

- **Product Specifications for SS-1 Emulsified Asphalt**

Emulsified asphalt must be homogeneous, not separate after thorough mixing, and meet the requirements in Table 1.

**Table 1: Emulsified Asphalt SS-1**

<b>PROPERTY</b>	<b>Min</b>	<b>Max</b>	<b>AASHTO Test Method</b>
Saybolt Furol Viscosity 77 °, sec (SFS)	20	100	T-72
122°, sec (SFS)	----	----	
Sieve Test, %	---	0.1	T-59
Miscibility	PASS		T-59
Cement Mixing, %	---	2.0	T-59
Coating ability & water resistance: Dry aggregate/after spray		---	T-59
Wet aggregate/after spray		---	
Demulsibility, 35ml of 0.02 N CaCl <sub>2</sub> , %	---	---	T-59
Storage Stability 1 day, %	---	1	T-59
Freezing test, 3 cycles <sup>1</sup>	PASS		T-59
Distillation test: Residue by distillation, % by wt.	60	---	T-59
Oil distillate, % by volume of emulsion	---	0.5	
Test on residue from distillation: Penetration @ 77° F, 100g, 5 sec	120	160	T-49
Solubility in trichloroethylene, %	97.5	---	T-44
Ductility @ 77°, 5 cm/min, cm	100	---	T-51
Float Test @ 140° F, sec	---	---	T-50

1. Applies only when the Engineer designates material for winter use.

Use storage and application temperatures in accordance with Table 2. Store and apply materials at the lowest temperature yielding satisfactory results. Follow the manufacturer's instructions for any agitation requirements in storage. Manufacturer's instructions regarding recommended application and storage temperatures superseded those of Table 2.

**Table 2: Storage and Application Temperatures**

Type-Grade	Recommended Application Range, ( ° F )	Application Maximum Allowable, ( ° F )	Storage Maximum, ( ° F )
Emulsified Asphalt SS-1	50-130	140	140

- Material – bid price by the gallon delivered by vendor
- **MSDS must be submitted with bid and kept current during the contract period.**

**Exhibit "A"**  
**Hidalgo County (All Funding Sources, Programs and Entities)**  
**"SS-1 Emulsified Asphalt and Delivery Services"**  
**Bid No: 2014-038-00-00-SGS**

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**LOCATIONS/DELIVERY INSTRUCTIONS:**

All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the user department.

- a) Precinct #1 – Sunrise Hill Mile 11 North 1 ½ East of 1015, Mercedes, Texas
- b) Precinct #2- does not have storage facilities but will make arrangements with other county precincts' for temporary storage.
- c) Precinct #3- 7 Mile Line & Iowa Road
- d) Precinct #4 – 1102 North Doolittle, Edinburg, Texas

**Vendor must supply Pump and Hose (For Unloading).**

**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.

**2. CONTRACT TERM:**

The term of the bid contract will be for a period of one (1) year. Price stated in the bid submitted will remain **firm** through the contract period.

The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by Hidalgo County within a thirty (30) day written notice prior to cancellation. The successful bidder must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays of award of new bid for the next contract term.

**3. VENDORS PERFORMANCE:**

Hidalgo County reserves the right to enforce the performance for this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications and/or requirements shall be a basis for the termination of the contract by the County.

**4. DEFAULT:**

The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Contractor may be given a reasonable opportunity twenty-four (24) hours prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance.

Bidder(s) agree(s) that in the event "SS-1 Emulsified Asphalt" is unavailable from bidder(s) own inventory, bidder(s) 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 "SS-1 Emulsified Asphalt" to Hidalgo County,

**Exhibit "A"**  
**Hidalgo County (All Funding Sources, Programs and Entities)**  
**"SS-1 Emulsified Asphalt and Delivery Services"**  
**Bid No: 2014-038-00-00-SGS**

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HIDALGO 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.

**5. TERMINATION:**

Termination, by the county may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this contract, by giving thirty (30) days written notice to the Contract with the understanding that all work being performed under this contract shall cease upon the date specified in such notice.

**6. TERMS AND CONDITIONS:**

- a) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
- b) Hidalgo County reserves the right to award to One or Multiple bidders, whichever is in the best interest of the County.
- c) Insurance certificates as per "Exhibit C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.
- d) Insurance requirements for this project are to be maintained throughout the contract term (refer to Limits in Exhibit "C").**
- e) The bidder(s) awarded the contract cannot engage the services of a subcontractor without prior written consent of Hidalgo County to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.**
- f) Should the County require testing of the material to verify conformance to specifications at any time during the contract period, it will be at the Contractor's expense.
- g) In the event the material furnished does not meet the entire County's requirement (regardless of weather, test's acceptability, method of repair or other conditions), the county reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.
- h) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
- i) County may seek purchases from State awarded vendors or any cooperative purchasing programs, whenever it is in the best interest to do so.
- j) All cost and expenses associated with the preparation and submission of all (Bid, Proposals, Statements of Qualifications (RFQ) and Quotes shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.**

**Exhibit "A"**  
**Hidalgo County (All Funding Sources, Programs and Entities)**  
**"SS-1 Emulsified Asphalt and Delivery Services"**  
**Bid №: 2014-038-00-00-SGS**

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**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 South Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRES WILL BE ACCEPTED VIA FACSIMILE OR E-MAILED TO:** [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us) **no later than Tuesday, MONTH 00, 2014 at 5:00 p.m.** Responses to said inquires will be sent to all applicants via e-mail by **no later than Thursday , MONTH 00, 2014 at 5:00 p.m.**

DRAFT

**Bid No: 2014-038-00-00-SGS**

**Buyer: Sandy Suarez**

**Tel. No: (956) 318-2626 ext. 4860**

# **REQUEST FOR BIDS**

## **HIDALGO COUNTY**

**(All funding sources, programs and entities)**

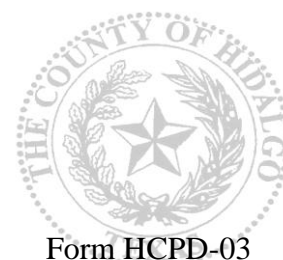
### **“SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES” BID OPENING DATE:**

**MONTH 00, 2014**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 So. Business 281 - New Administration Building  
Edinburg, Texas 78539

956 318-2626



of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
  - . No deliveries accepted after 3:00 P.M., Monday-Friday.
  - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
  - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, Purchasing Agent  
(956) 318-2626
16. BILLING AND PAYMENT INSTRUCTIONS:
  - . Invoices must include:
    - a) Name and address of successful bidder
    - b) Name and address of receiving department or official
    - c) Purchase Order Number (if any)

- d) Notation - **HIDALGO COUNTY(All Funding Sources, Programs and Entities) - "SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- e) Contract number must be indicated on all invoices

- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office  
 Ray Eufrazio, Auditor  
 2808 South Business Hwy 281  
 Edinburg, Texas 78539  
 ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

<b>Bid Opening, 9:30 AM</b>	<b>MONTH 00, 2014</b>
Award of Contract	_____, 2014
Commence Work or Deliver Products	_____, 2014

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- . If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- . Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

- . If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- . If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

- . For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

Bid  
For  
**HIDALGO COUNTY**  
(All Funding Sources, Programs and Entities)  
**“SS-1 EMULSIFIED ASPHALT”**  
**BID NO.: 2014-038-00-00-SGS**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 So. Business 281 – New Administration Building  
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: \_\_\_\_\_  
Address: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

## 20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**Please Submit completed CIQ forms to the Hidalgo County Clerk’s Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse**

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices

generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
  - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - . Be able to comply with the required or proposed delivery schedule;
  - . Have a satisfactory record of performance;
  - . Have a satisfactory record of integrity and ethics;
  - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
  - A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like,

arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid  
For  
**HIDALGO COUNTY**  
(All Funding Sources, Programs and Entities)  
**“SS-1 EMULSIFIED ASPHALT”**  
**BID NO.: 2014-038-00-00-SGS**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 So. Business 281 – New Administration Building  
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:

\_\_\_\_\_

Address:

\_\_\_\_\_

By:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

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**RE: C-14-038-00-00-SS 1 Emulsified Asphalt**

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**From** : Steve Crain <scrain@atlashall.com>

Thu, Feb 06, 2014 11:27 AM

**Subject** : RE: C-14-038-00-00-SS 1 Emulsified Asphalt**To** : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The draft agreement is fine.

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**From**: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]**Sent**: Thursday, February 06, 2014 10:45 AM**To**: Steve Crain**Subject**: C-14-038-00-00-SS 1 Emulsified Asphalt

Mr. Crain:

Can you please review and approve as to form the draft requirement agreement.

Thank you.

ROCIO VILLARREAL  
HIDALGO COUNTY PURCHASING DEPT.  
CONTRACTS MANAGER  
(956) 318-2626 Work  
(956) 292-7000 Ext. 4868 Work  
[rocio.villarreal@co.hidalgo.tx.us](mailto:rocio.villarreal@co.hidalgo.tx.us)  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

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**REQUIREMENTS AGREEMENT**  
**C-14-038-00-00**

THIS AGREEMENT (the "Agreement") is entered into effective as of DATE by and between, **VENDOR'S NAME a TEXAS Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"SS-1 Emulsified Asphalt and Delivery Services,"** for Hidalgo County as further described in Exhibit "A" (the "Products"), Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "" in the areas of **HIDALGO COUNTY** projects for a period of DATE through DATE, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to extend this agreement for an additional sixty (60) day grace period at the end of the contract term (subject to the same terms, and conditions) for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **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.

b. **No Waiver.** No waiver by Buyer 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.

c. **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 representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County  
Attention: County Judge  
1615 S. Closner, Suite J  
Edinburg, Texas 78539

If to Seller: NAME  
ADDRESS

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

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

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

h. **Assignment.** This Agreement shall not be assignable.

i. **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.

j. **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

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

l. **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 Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer 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 Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

**APPROVED BY COMMISSIONERS COURT ON, \_\_\_\_\_**

**HIDALGO COUNTY**

**COMPANY'S NAME**

\_\_\_\_\_  
**Ramon Garcia, County Judge**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**Arturo Guajardo, Jr., County Clerk**

**APPROVED AS TO FORM:**

**Atlas, Hall &**

By: \_\_\_\_\_

Date: \_\_\_\_\_

# **EXHIBIT “A”**

**Request for Bid (RFB)**

**Procurement Packet**

**DRAFT**

**EXHIBIT “B”**

**BID PAGE**

**DRAFT**

**EXHIBIT “C”**  
**INSURANCE REQUIREMENTS**

DRAFT