



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

To: Hon. Eduardo Cantu, Commissioner
 Hidalgo County Precinct 2
 Attn: Pepe Cabeza de Vaca/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: Veronica Lopez/ Roman Rodriguez

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

Date: June 3, 2015

Re: Approval or Disapproval of Specifications for: RFB NO.: 2015-210- Hidalgo County (All Funding Sources, Programs & Entities) - "PURCHASE OF SAND AND BEDDING MATERIAL (ON AN AS NEEDED BASIS)"

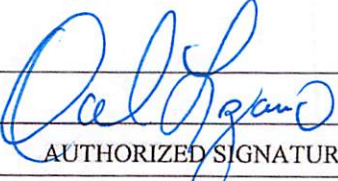
Please review the following SPECIFICATIONS and verify if all requirements are met by signing below and indicating APPROVE (or) DISAPPROVE. If specifications are NOT met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department. If you have 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: 5-1200-431-00-121-005-0-610

	Raul Lozano	Pct. 1	6/9/15
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 by no later than June 09, 2015 @ 3:00 P.M.

Enclosures



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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: 5-1200-431-00-122-000-0-610

	Erika Zamora	Pct 2	6/17/15
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

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

Date: June 3, 2015

Re: Approval or Disapproval of Specifications for: RFB NO.: 2015-210- Hidalgo County (All Funding Sources, Programs & Entities) - "PURCHASE OF SAND AND BEDDING MATERIAL (ON AN AS NEEDED BASIS)"


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: 5-1200-431-00-123-005-0610

	Joe M. Flores	Precinct #3	6/3/15
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 by no later than **June 09, 2015 @ 3:00 P.M.**

Enclosures



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 2812 S. Business Highway 281
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MEMORANDUM
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To: Hon. A.C. Cuellar, Jr., Commissioner
 Hidalgo County Precinct 1
 Attn: Raul Lozano / Katia Garcia

To: Hon. Eduardo Cantu, Commissioner
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 Hidalgo County Precinct 3
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To: Hon. Joseph Palacios, Commissioner
 Hidalgo County Precinct 4
 Attn: Veronica Lopez/ Roman Rodriguez

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

Date: June 3, 2015

Re: Approval or Disapproval of Specifications for: RFB NO.: 2015-210- Hidalgo County (All Funding Sources, Programs & Entities) - "PURCHASE OF SAND AND BEDDING MATERIAL (ON AN AS NEEDED BASIS)"

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: 5-1200-431-00-124-007-0-610

	<u>Sandra Y. Solis</u>	<u>Pct. IV</u>	<u>6-11-15</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 by no later than June 09, 2015 @ 3:00 P.M.

Enclosures



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MEMORANDUM
 (APPROVAL OF SPECIFICATIONS)

To: Mr. Raul E. Segin, PE, CFM,
 Hidalgo County HCDD#1

Attn: Eliza Yzaguirre, Engineering Tech

From: Sandy Suarez^{SS}, Buyer II
 Hidalgo County Purchasing Department.

Date: June 17, 2015

Re: Approval Specifications for: RFB NO.: 2015-210- Hidalgo County (All
 Funding Sources, Programs & Entities) - "PURCHASE OF SAND AND BEDDING MATERIAL (AS
 NEEDED BASIS"

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

FUNDS AVAILABILITY: _____ YES / _____ NO/ _____ Other

(Specify) _____

BUDGET ACCOUNT NO: _____

	RAUL E. SEGIN, PE	IT2001	6/22/15
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 Please return by JUNE 19, 2015, by no later than 10:00 a.m. for placement on the next Comm. Crt Meeting.

Enclosures

EXHIBIT "A"
HIDALGO COUNTY
"PURCHASE OF SAND AND BEDDING MATERIAL"
BID NO.: 2015-210-00-00-SGS

PROJECT OVERVIEW:

Hidalgo County is seeking to enter into a contract for the purchase of sand and bedding material with qualified participants. Sealed Bids will be received for the following **"Purchase of Sand and Bedding Material (on an "As Needed Basis)"**

It is intended that the amount of **"Sand and Bedding Material"** purchased, will be on an **"as needed basis"** by Hidalgo County. It shall be agreed & understood that Hidalgo County will purchase no more supplies/material than is needed.

Contact Personnel for County Precincts / Billing Purposes	
Hidalgo County Precinct #1 Katia Garcia/Marcie Jackson 1902 Joe Stephens, Weslaco, Texas 78596 (956) 968-8733	Hidalgo County Precinct #2 Erika Zamora 300 W. Hall Acres Rd. Suite G. Pharr, Tx 78577 (956) 787-1891
Hidalgo County Precinct #3 Norma Ceballos / Luis Moreno 724 N. Breyfogle Rd. Mission, Texas 78574 (956) 585-4509	Hidalgo County Precinct #4 Veronica Lopez -Davis 1051 N. Doolittle Rd., Edinburg, Texas 78542 (956) 383-3112

PRODUCT SPECIFICATIONS:

- Must be suitable for use in installation of ~~culverts~~ *drainage structures* and or other related applications.
- Various sizes but particularly potato size from 2 ½" to 3 1/2" for County-Wide
- **Coarse Aggregate:** Provide coarse aggregate consisting of durable particles of gravel, crushed blast furnace slag, recycle crushed hydraulic cement concrete, crushed stone, or combinations thereof that are free from frozen material and from injurious amounts of salt, alkali, vegetable matter, or other objectionable material, either free or as an adherent coating. Provide coarse aggregate of uniform quality throughout.
- Provide coarse aggregate that when tested in accordance with Tex-413-A, has:
 - At most 0.25% by weight of clay lumps,
 - At most 1.0% by weight of shale, and
 - At most 5.0% by weight of laminated and friable particles.
- Wear must not be more than 40% when tested in accordance with Tex-410-A.
- ~~Unless otherwise shown on the plans,~~ provide coarse aggregate with a 5-cycle magnesium sulfate soundness of not more than 18% when tested in accordance with Tex-411-A. Crushed recycled hydraulic cement concrete is not subject to the 5-cycle soundness test.
- The loss by decantation as tested in accordance with Tex-406-A, plus the allowable weight of clay lumps must not exceed 1.0% ~~or the value shown on the plans, whichever is smaller.~~ In case of aggregates made primarily from crushing stone, if the material finer than the No. 200 sieve is established to be the dust of fracture and especially free from clay or shale as established by Tex-406-A, Part III, the limit may be increased to 1.5%. When crushed limestone coarse aggregate is used in concrete pavements, the decant may exceed 1.0% but not more than 3.0% if the material finer than the No. 200 sieve is determined to be at least 67% calcium carbonate in accordance with Tex-406-A, Part III.

EXHIBIT "A"
HIDALGO COUNTY
"PURCHASE OF SAND AND BEDDING MATERIAL"
BID NO.: 2015-210-00-00-SGS

- Unless otherwise specified, provide aggregate conforming to the gradation requirements shown in Table 3 when tested in accordance with Tex-401-A.

Table 3
Coarse Aggregate Gradation Chart

Aggregate Grade No.	Normal Size	Percent Passing On Each Sieve								
		2 1/2" - 3"	2"	1-1/2"	1"	3/4"	1/2"	3/8"	No. 4	No. 8
1	2"	100	80-100	50-85		20-40			0-5	
2	1-1/2"		100	95-100		35-70		10-30	0-5	
3	1-1/2"		100	95-100		60-90	25-60		0-5	
4	1"			100	95-100		25-60		0-10	0-5
5	3/4"				100	90-100		20-55	0-10	0-5
6	1/2"					100	90-100	40-70	0-15	0-5
7	3/8"						100	70-95	0-25	
8	3/8"						100	95-100	20-65	0-10

SAND SPECIFICATIONS:

- **Fine Aggregate.** Provide fine aggregate consisting of clean, hard, durable particles of natural or manufactured sand or a combination thereof with or without mineral filler. Provide fine aggregate free from frozen material and from injurious amounts of salt, alkali, vegetable matter, or other objectionable material, and containing no more than 0.5% clay lumps by weight in accordance with Tex-413-A.
- Provide fine aggregate that does not show a color darker than standard when subjected to the color test for organic impurities in accordance with Tex-408-A.
- ~~Unless otherwise shown on the plans, use~~ ^{Provide} fine aggregate with an acid insoluble residue of at least 60% by weight when tested in accordance with Tex-612-J in all concrete subject to direct traffic.
- ~~Unless otherwise shown on the plans, when necessary, blend~~ ^{Blending} the fine aggregate to meet the acid insoluble residue requirement. ^{is acceptable.} When blending, use the following equation:
$$\text{Acid Insoluble (\%)} = \{(A1)(P1) + (A2)(P2)\} / 100$$
where:
 - A1 = acid insoluble (%) of aggregate 1
 - A2 = acid insoluble (%) of aggregate 2
 - P1 = percent by weight of A1 of the fine aggregate blend
 - P2 = percent by weight of A2 of the fine aggregate blend.
- Provide fine aggregate or combinations of aggregates, including mineral filler, conforming to the gradation requirements shown in Table 4 when tested in accordance with Tex-401-A. ~~unless otherwise specified.~~

EXHIBIT "A"
HIDALGO COUNTY
"PURCHASE OF SAND AND BEDDING MATERIAL"
BID NO.: 2015-210-00-00-SGS

Table 4
Fine Aggregate Gradation Chart (Grade 1)

Sieve Size	Percent Passing
3/8 in.	100
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-65
No. 50	10-35
No. 100	0-10
No. 200	0-3

- ~~Unless otherwise shown on the plans, provide fine aggregate with a sand equivalent of at least 80 in accordance with Tex-203-F.~~
- ~~For all classes of concrete except Class K, provide fine aggregate with a fineness modulus between 2.30 and 3.10 as determined by Tex-402-A. For Class K concrete, provide a fine aggregate with a fineness modulus between 2.60 to 2.80 unless otherwise shown on the plans.~~

REQUIREMENTS

1. Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.
2. When requested, samples shall be furnished free of expense to Hidalgo County.
3. **Location:** Transportation is an important factor to analyze the material cost, and will be taken into consideration to evaluate the lowest total cost of material picked up at the plant sites.
4. **BID PRICE SHALL BE PER TON**
5. In the event the material furnished does not meet all the above requirements (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 the unused portion of material found to be unsatisfactory.
6. Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

TERMS AND CONDITIONS:

1. The contract will be in effect for a period of (1) one year from bid award date with Hidalgo County's option to extend for an additional (1) one year term under the same rates, terms and conditions
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

EXHIBIT "A"
HIDALGO COUNTY
"PURCHASE OF SAND AND BEDDING MATERIAL"
BID NO.: 2015-210-00-00-SGS

3. Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to the bid specifications.
4. Hidalgo County reserves the right to award on an "all or none basis".
5. One or more bidder(s) maybe designate as approved vendor(s) for purchases/services for Hidalgo County.
6. Hidalgo County reserves the right to award the bid to ONE or to MULTIPLE bidders if the County determines it is in its best interest to do so.
6. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.
8. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with the contract agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).
9. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.
10. The contract shall remain in effect until contract expires, deliver/completion of services ordered or terminated by Hidalgo County with a (30) thirty day written notice prior to any 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.
11. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
12. Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).
13. Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.
14. **Purchase Order:** Contractor will not supply or deliver any items until a purchase order number is assigned by the designated representative of the County Purchasing Office. Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Auditor. Failure to act in this manner may result in termination of this contract.

Market Volatility and Unit Price Adjustments:

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

- a) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - i) A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - ii) The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - v) The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- b) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- c) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- d) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

- e) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

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 S. Bus. Hwy. 281, New Administration Building, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

All written inquiries will be accepted via facsimile or e-mail at sandy.suarez@co.hidalgo.tx.us no later than, Monday, Month 00, 2015 by 5:00 P.M. Responses will be sent to all applicants by no later than, 5:00 P.M., Friday, Month 00, 2015.

Bid Page
HIDALGO COUNTY
“PURCHASE SAND and BEDDING MATERIAL(on an As Needed Basis)”
BID NO.: 2015-210-00-00-SGS

Internal use only: Gravel 750-77

HIDALGO COUNTY Precinct NO. 1 (location of site for reference only) Mile 11 North & 1 ½ West Mercedes, Texas		
Aggregate Grade No.	Normal Size	\$ (per ton)
1	2"	
2	1-1/2 "	
3	1-1/2"	
4	1"	
5	3/4"	
6	1/2"	
7	3/8"	
8	3/8"	
Other	2 ½" – 3 ½ "	

tunnel rock 1 1/2" - 2 1/4"
oversized rock 3" - 6"

HIDALGO COUNTY Precinct NO. 2 (location of site for reference only) 301 E. State <i>401 S. Veterans Blvd.</i> <i>San Juan</i> Pharr, Texas		
Aggregate Grade No.	Normal Size	\$ (per ton)
1	2"	
2	1-1/2 "	
3	1-1/2"	
4	1"	
5	3/4"	
6	1/2"	
7	3/8"	
8	3/8"	
Other	2 ½" – 3 ½ "	

tunnel rock . . .
oversized rock . . .

HIDALGO COUNTY Precinct NO. 3 (location of site for reference only) FM 2221 & Iowa Rd. Mission, Texas		
Aggregate Grade No.	Normal Size	\$ (per ton)
1	2"	
2	1-1/2 "	
3	1-1/2"	
4	1"	
5	3/4"	
6	1/2"	
7	3/8"	
8	3/8"	
Other	2 ½" – 3 ½ "	

tunnel rock . . .
oversized rock . . .

HIDALGO COUNTY Precinct NO. 4 (location of site for reference only) 1051 N. Doolittle Rd. Edinburg, Texas		
Aggregate Grade No.	Normal Size	\$ (per ton)
1	2"	
2	1-1/2 "	
3	1-1/2"	
4	1"	
5	3/4"	
6	1/2"	
7	3/8"	
8	3/8"	
Other	2 ½" – 3 ½ "	

tunnel rock . . .
oversized rock . . .

Bid Page
HIDALGO COUNTY
“PURCHASE SAND and BEDDING MATERIAL(on an As Needed Basis)”
BID NO.: 2015-210-00-00-SGS

Internal use only : Sand 750-77

HIDALGO COUNTY Precinct NO. 1 (location of site for reference only) Mile 11 North & 1 ½ West Mercedes, Texas		
Sieve Size	Percentage Passing	\$ (per ton)
3/8 in.	100	
No. 4	95-100	
No. 8	80-100	
No. 16	50-85	
No. 30	25-65	
No. 50	10-35	
No. 100	0-10	
No. 200	0-3	

HIDALGO COUNTY Precinct NO. 2 (location of site for reference only) 301 E. State <i>4011 S. Veterans Blvd.</i> <i>San Juan</i> Pharr, Texas		
Sieve Size	Percentage Passing	\$ (per ton)
3/8 in.	100	
No. 4	95-100	
No. 8	80-100	
No. 16	50-85	
No. 30	25-65	
No. 50	10-35	
No. 100	0-10	
No. 200	0-3	

HIDALGO COUNTY Precinct NO. 3 (location of site for reference only) FM 2221 & Iowa Rd. Mission, Texas		
Sieve Size	Percentage Passing	\$ (per ton)
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No. 4	95-100	
No. 8	80-100	
No. 16	50-85	
No. 30	25-65	
No. 50	10-35	
No. 100	0-10	
No. 200	0-3	

HIDALGO COUNTY Precinct NO. 4 (location of site for reference only) 1051 N. Doolittle Rd. Edinburg, Texas		
Sieve Size	Percentage Passing	\$ (per ton)
3/8 in.	100	
No. 4	95-100	
No. 8	80-100	
No. 16	50-85	
No. 30	25-65	
No. 50	10-35	
No. 100	0-10	
No. 200	0-3	

• 1 bid item per pct.

Item
Fine Aggregate (SAND) / \$ (per ton)

EXHIBIT "A"
HIDALGO COUNTY
"PURCHASE OF SAND AND BEDDING MATERIAL"
BID NO.: 2015-210-00-00-SGS

PROJECT OVERVIEW:

Hidalgo County is seeking to enter into a contract for the purchase of sand and bedding material with qualified participants. Sealed Bids will be received for the following **"Purchase of Sand and Bedding Material (on an "As Needed Basis)"**

It is intended that the amount of **"Sand and Bedding Material"** purchased, will be on an **"as needed basis"** by Hidalgo County. It shall be agreed & understood that Hidalgo County will purchase no more supplies/material than is needed.

Contact Personnel for County Precincts / Billing Purposes	
Hidalgo County Precinct #1 Katia Garcia/Marcie Jackson 1902 Joe Stephens, Weslaco, Texas 78596 (956) 968-8733	Hidalgo County Precinct #2 Erika Zamora 300 W. Hall Acres Rd. Suite G. Pharr, Tx 78577 (956) 787-1891
Hidalgo County Precinct #3 Norma Ceballos / Luis Moreno 724 N. Breyfogle Rd. Mission, Texas 78574 (956) 585-4509	Hidalgo County Precinct #4 Veronica Lopez -Davis 1051 N. Doolittle Rd., Edinburg, Texas 78542 (956) 383-3112

PRODUCT SPECIFICATIONS:

- Must be suitable for use in installation of **drainage structures** and or other related applications.
- Various sizes but particularly potato size from 2 ½" to 3 1/2" for County-Wide
- **Coarse Aggregate:** Provide coarse aggregate consisting of durable particles of gravel, crushed blast furnace slag, recycle crushed hydraulic cement concrete, crushed stone, or combinations thereof that are free from frozen material and from injurious amounts of salt, alkali, vegetable matter, or other objectionable material, either free or as an adherent coating. Provide coarse aggregate of uniform quality throughout.
- Provide coarse aggregate that when tested in accordance with Tex-413-A, has:
 - At most 0.25% by weight of clay lumps,
 - At most 1.0% by weight of shale, and
 - At most 5.0% by weight of laminated and friable particles.
- Wear must not be more than 40% when tested in accordance with Tex-410-A.
- Provide coarse aggregate with a 5-cycle magnesium sulfate soundness of not more than 18% when tested in accordance with Tex-411-A. Crushed recycled hydraulic cement concrete is not subject to the 5-cycle soundness test.
- The loss by decantation as tested in accordance with Tex-406-A, plus the allowable weight of clay lumps must not exceed 1.0%. In case of aggregates made primarily from crushing stone, if the material finer than the No. 200 sieve is established to be the dust of fracture and especially free from clay or shale as established by Tex-406-A, Part III, the limit may be increased to 1.5%. When crushed limestone coarse aggregate is used in concrete pavements, the decant may exceed 1.0% but not more than 3.0% if the material finer than the No. 200 sieve is determined to be at least 67% calcium carbonate in accordance with Tex-406-A, Part III.

EXHIBIT "A"
HIDALGO COUNTY
"PURCHASE OF SAND AND BEDDING MATERIAL"
BID NO.: 2015-210-00-00-SGS

- Unless otherwise specified, provide aggregate conforming to the gradation requirements shown in Table 3 when tested in accordance with Tex-401-A.

Table 3
Coarse Aggregate Gradation Chart

Percent Passing On Each Sieve										
Aggregate Grade No.	Normal Size	2 1/2" - 3"	2"	1-1/2"	1"	3/4"	1/2"	3/8"	No. 4	No. 8
1	2"	100	80-100	50-85		20-40			0-5	
2	1-1/2"		100	95-100		35-70		10-30	0-5	
3	1-1/2"		100	95-100		60-90	25-60		0-5	
4	1"			100	95-100		25-60		0-10	0-5
5	3/4"				100	90-100		20-55	0-10	0-5
6	1/2"					100	90-100	40-70	0-15	0-5
7	3/8"						100	70-95	0-25	
8	3/8"						100	95-100	20-65	0-10

SAND SPECIFICATIONS:

- **Fine Aggregate.** Provide fine aggregate consisting of clean, hard, durable particles of natural or manufactured sand or a combination thereof with or without mineral filler. Provide fine aggregate free from frozen material and from injurious amounts of salt, alkali, vegetable matter, or other objectionable material, and containing no more than 0.5% clay lumps by weight in accordance with Tex-413-A.
- Provide fine aggregate that does not show a color darker than standard when subjected to the color test for organic impurities in accordance with Tex-408-A.
- **Provide** fine aggregate with an acid insoluble residue of at least 60% by weight when tested in accordance with Tex-612-J in all concrete subject to direct traffic.
- **Blending** the fine aggregate to meet the acid insoluble residue requirement **is acceptable**. When blending, use the following equation:
 - Acid Insoluble (%) = $\{(A1)(P1)+(A2)(P2)\}/100$ where:
 - A1 = acid insoluble (%) of aggregate 1
 - A2 = acid insoluble (%) of aggregate 2
 - P1 = percent by weight of A1 of the fine aggregate blend
 - P2 = percent by weight of A2 of the fine aggregate blend.
- Provide fine aggregate or combinations of aggregates, including mineral filler, conforming to the gradation requirements shown in Table 4 when tested in accordance with Tex-401-A.

Table 4

EXHIBIT "A"
HIDALGO COUNTY
"PURCHASE OF SAND AND BEDDING MATERIAL"
BID NO.: 2015-210-00-00-SGS

Fine Aggregate Gradation Chart (Grade 1)

Sieve Size	Percent Passing
3/8 in.	100
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-65
No. 50	10-35
No. 100	0-10
No. 200	0-3

- Provide fine aggregate with a sand equivalent of at least 80 in accordance with Tex-203-F.

FILL SAND:

Provide Fill Sand, to be used in a variety of applications and/or for the use of filling sand bags as a deterrent for water damage, ie. possible flooding etc.

REQUIREMENTS

1. Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.
2. When requested, samples shall be furnished free of expense to Hidalgo County.
3. **Location:** Transportation is an important factor to analyze the material cost, and will be taken into consideration to evaluate the lowest total cost of material picked up at the plant sites.
4. **BID PRICE SHALL BE PER TON**
5. In the event the material furnished does not meet all the above requirements (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 the unused portion of material found to be unsatisfactory.
6. Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

TERMS AND CONDITIONS:

1. The contract will be in effect for a period of (1) one year from bid award date with Hidalgo County's option to extend for an additional (1) one year term under the same rates, terms and conditions
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the

EXHIBIT "A"
HIDALGO COUNTY
"PURCHASE OF SAND AND BEDDING MATERIAL"
BID NO.: 2015-210-00-00-SGS

end of the contract term due to any unforeseen delay in the procurement process.

3. Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to the bid specifications.
4. Hidalgo County reserves the right to award on an "all or none basis".
5. One or more bidder(s) maybe designate as approved vendor(s) for purchases/services for Hidalgo County.
6. Hidalgo County reserves the right to award the bid to ONE or to MULTIPLE bidders if the County determines it is in its best interest to do so.
6. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.
8. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with the contract agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).
9. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.
10. The contract shall remain in effect until contract expires, deliver/completion of services ordered or terminated by Hidalgo County with a (30) thirty day written notice prior to any 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.
11. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
12. Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).
13. Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.
14. **Purchase Order:** Contractor will not supply or deliver any items until a purchase order number is assigned by the designated representative of the County Purchasing Office. Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Auditor. Failure to act in this manner may result in termination of this contract.

Market Volatility and Unit Price Adjustments:

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

- a) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - i) A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - ii) The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - v) The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- b) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- c) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- d) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

- e) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

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 S. Bus. Hwy. 281, New Administration Building, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

All written inquiries will be accepted via facsimile or e-mail at sandy.suarez@co.hidalgo.tx.us no later than, Monday, Month 00, 2015 by 5:00 P.M. Responses will be sent to all applicants by no later than, 5:00 P.M., Friday, Month 00, 2015.

EXHIBIT "B"

Bid Page

HIDALGO COUNTY

"PURCHASE SAND and BEDDING MATERIAL (on an As Needed Basis)"

BID NO.: 2015-210-00-00-SGS

Internal use only: Gravel 750-77

HIDALGO COUNTY Precinct NO. 1 (location of site for reference only) Mile 11 North & 1 ½ West Mercedes, Texas		
Aggregate Grade No.	Normal Size	\$ (per ton)
1	2"	
2	1-1/2 "	
3	1-1/2"	
4	1"	
5	3/4"	
6	1/2"	
7	3/8"	
8	3/8"	
Other	2 ½" – 3 ½ "	
Tunnel Rock	1 1/2" – 2 1/2"	
Oversized Rock	3" - 6"	

HIDALGO COUNTY Precinct NO. 2 (location of site for reference only) 4011 S. Veterans San Juan, Texas		
Aggregate Grade No.	Normal Size	\$ (per ton)
1	2"	
2	1-1/2 "	
3	1-1/2"	
4	1"	
5	3/4"	
6	1/2"	
7	3/8"	
8	3/8"	
Other	2 ½" – 3 ½ "	
Tunnel Rock	1 1/2" – 2 1/2"	
Oversized Rock	3" - 6"	

HIDALGO COUNTY Precinct NO. 3 (location of site for reference only) FM 2221 & Iowa Rd. Mission, Texas		
Aggregate Grade No.	Normal Size	\$ (per ton)
1	2"	
2	1-1/2 "	
3	1-1/2"	
4	1"	
5	3/4"	
6	1/2"	
7	3/8"	
8	3/8"	
Other	2 ½" – 3 ½ "	
Tunnel Rock	1 1/2" – 2 1/2"	
Oversized Rock	3" - 6"	

HIDALGO COUNTY Precinct NO. 4 (location of site for reference only) 1051 N. Doolittle Rd. Edinburg, Texas		
Aggregate Grade No.	Normal Size	\$ (per ton)
1	2"	
2	1-1/2 "	
3	1-1/2"	
4	1"	
5	3/4"	
6	1/2"	
7	3/8"	
8	3/8"	
Other	2 ½" – 3 ½ "	
Tunnel Rock	1 1/2" – 2 1/2"	
Oversized Rock	3" - 6"	

Pit Location(s): _____

EXHIBIT "B"
 Bid Page
 HIDALGO COUNTY
 "PURCHASE SAND and BEDDING MATERIAL (on an As Needed Basis)"
 BID NO.: 2015-210-00-00-SGS

Internal use only :Sand & Fill Sand - 750-77

HIDALGO COUNTY Precinct NO. 1 (location of site for reference only) Mile 11 North & 1 ½ West Mercedes, Texas	HIDALGO COUNTY Precinct NO. 2 (location of site for reference only) 4011 S. Veterans San Juan, Texas
Fine Aggregate (sand)	Fine Aggregate (sand)
Price per Ton \$ _____	Price per Ton \$ _____
Fill Sand	Fill Sand
Price per Ton: \$ _____	Price per Ton: \$ _____

HIDALGO COUNTY Precinct NO. 3 (location of site for reference only) FM 2221 & Iowa Rd. Mission, Texas	HIDALGO COUNTY Precinct NO. 4 (location of site for reference only) 1051 N. Doolittle Rd. Edinburg, Texas
Fine Aggregate (sand)	Fine Aggregate (sand)
Price per Ton \$ _____	Price per Ton \$ _____
Fill Sand	Fill Sand
Price per Ton: \$ _____	Price per Ton: \$ _____

Pit Location(s): _____

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELL PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

BID: 2015-210-00-00-SGS

Buyer II: Sandy Suarez

Tel. No: (956) 318-2626 Ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY

(all funding sources, programs & entities)

“PURCHASE OF SAND AND BEDDING MATERIAL (ON AN AS NEEDED BASIS)”

BID OPENING DATE:

MONTH 00, 2015

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Bus Hwy 281 New Administration Building Edinburg, Texas 78539



956 318-2626

Form HCPD-03

LEGAL NOTICE

BID NO: 2015-210-00-00-SGS

1. Sealed bids will be received for **HIDALGO COUNTY ((all funding sources, programs & entities) “PURCHASE OF SAND AND BEDDING MATERIAL (ON AN AS NEEDED BASIS)”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2015-210-00-00-SGS - HIDALGO COUNTY((all funding sources, programs & entities)-“PURCHASE OF SAND AND BEDDING MATERIAL (ON AN AS NEEDED BASIS)”** and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **on or before 9:30 A.M., Wednesday, MONTH 00, 2015.** **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2015-210-00-00-SGS.** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models 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) "PURCHASE OF SAND AND BEDDING MATERIAL (ON AN AS NEEDED BASIS)"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

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

Hidalgo County Auditor's Office
 2808 South Highway 281
 Edinburg, Texas 78539
 (956) 318-2511

17. **SCHEDULE OF EVENTS:**

Bid Opening, 9:30 AM	MONTH 00, 2015
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

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:**

- 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. Closner, 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 there under, 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.

DRAFT

Bid
For
HIDALGO COUNTY
(all funding sources, programs & entities)

**“PURCHASE OF SAND AND BEDDING MATERIAL
(ON AN AS NEEDED BASIS)”
BID NO.: 2015-210-00-00-SGS**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Business Hwy 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: _____