

**EXHIBIT “A”**  
**HIDALGO COUNTY PRECINCT NO. 4**  
**“PIT RUN CALICHE”**  
**Bid No. 2018-202-10-17-YZV**

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**SPECIFICATIONS/REQUIREMENTS**

**Scope of Services:**

Hidalgo County is soliciting competitive sealed bids for “**Pit Run Caliche**” for Hidalgo County Precinct No. 4. In accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. All material purchased will be on an “**As Needed Basis**” by Precinct No. 4.

**Specifications/Requirements:**

1. Pit Run Caliche will be on an “**As Needed Basis**” only. There is no guaranteed annual volume. It shall be agreed and understood that Hidalgo County Precinct No. 4 will purchase no more material than is needed.
2. Bid will be based on the lowest bid per ton basis as listed on bid page form. (Exhibit “B”)
3. Awarded bidder(s) shall have on site at the Bidder’s Pit location(s), an electronic or manual scale with a minimum of 70 ft. in length.
4. When requested, samples shall to furnished free of expense to Hidalgo County.
5. In the event that the material furnished does not meet all the above requirements (regardless of weather, tests 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. Hidalgo County has the option to pick-up the product utilizing Precinct 4 hauling forces along with awarded vendor when required and/or on “as needed basis”.
7. **Location** is an important factor in evaluation of the bids, due to transportation costs which must be taken into consideration, if material is picked up at the plant site.

**TERMS AND CONDITIONS:**

- 1.) The contract will be in effect for a period of (1) one year with the County’s option to extend for an additional one (1) year term under the same price, terms, and conditions. Prices must remain firm during the entire contract period.
- 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 for unforeseen delay in award of new bid for the next contract term.

- 3.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
- 4.) Hidalgo County reserves the right to award the lowest qualified bid ONE or to MULTIPLE bidders if the County determines it is in its best interest to do so.
- 5.) After Bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost of such item.
- 6.) Any contract awarded to a successful bidder will be in effect until;
  - A.) The contract expires
  - B.) Delivery acceptance of products and/or performance of services ordered, or
  - C.) Terminated by County with thirty (30) days written notice prior to be cancellation.
- 7.) Insurance requirements for this project to be maintained through out the contract term (refer to Exhibit "C" for limits).
- 8.) 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 advantage to the County.
- 9.) Have been in business for at least two years.
- 10.) The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.
- 11.) It is expressly understood and agreed that in case Hidalgo county should need Pit Run Caliche Base not available within the time frame needed from the successful vendor during the term of this contract, 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.
- 12.) Testing may be performed at the request of Hidalgo County during the length of the contract through an independent testing laboratory.
- 13.) The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

- 14.) County may seek purchases from State awarded vendors or any cooperative purchasing programs, whenever it is in the best interest to do so.
  
- 15.) **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications(RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

**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, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL TO: [volanda.velasquez@co.hidalgo.tx.us](mailto:volanda.velasquez@co.hidalgo.tx.us) BY NO LATER THAN, Monday, October 08, 2018 by 5:00 p.m. Responses to said inquiries will be emailed to all applicants by no later than Wednesday, October 10, 2018 by 5:00 P.M.**