

**Exhibit "A"**  
**HIDALGO COUNTY**  
**(all funding sources, programs & entities)**  
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTI-FREEZE) PRODUCTS  
**RFB NO: 2019-184-00-00-ABV**

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**SPECIFICATIONS:**

Hidalgo County has invested taxpayer dollars in the acquisition of equipment that due to either manufacturer or warranty requirements may call for the use of name brand products. The information contained further describes and specifies lubricants or oil products requested in THIS BID. It is not the intent of Hidalgo County to restrict these bids in such cases, but to comply with either manufacturer or warranty requirements or to meet a pre-established standard due to like existing items.

Bidder may offer lubricants/oil products that are the "same" or "equivalent" and burden of proof rests with the Bidder. Supporting documentation which clearly illustrates the composition and chemical equivalent of the lubricants and/or oil products must be submitted with this Bid. Further any additional information confirming use of the equivalent products will comply with manufacturer or warranty requirements must also be provided in this Bid. If an "equal" item is used then the bidder is responsible for any damage caused to County equipment which is a result of using such product not covered by the warranty.

Detailed specifications are included. Compliance with all specifications and conditions is required. All Bids must include a detailed statement of exceptions taken to any part of the request.

Hidalgo County, Texas invites bids on lubricant, oil, hydraulic fluid and antifreeze products for a period of ninety (90) days with the County's discretion of beginning from bid award date.

Bidders shall provide the lubricant, oil, hydraulic fluid and antifreeze to the following locations and deliver the products ordered to those locations within 24 hours of the County's order to the following locations on an **"as needed basis"**:

- a. Precinct #1: 1902 Joe Stevens Ave., Weslaco, TX. Suite 101 78599
- b. Precinct #2: 4011 So. Veterans Blvd., San Juan, TX.78589
- c. Precinct #3: 8310 West Mile 7 Rd, Mission, TX. 78575
- d. Precinct #4: 1102 N. Doolittle Road, Edinburg, TX.78539
- e. Sheriff's Dept: 711 El Cibolo Road, Edinburg, TX78539
- f. Hidalgo County Facilities Mgmt: 3100 S. Bus. 281, Edinburg, TX. 78539

Hidalgo County will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.

Descriptive specifications are referenced in this document to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. **Due to various types of products, Bidders are required to include illustrations, specifications, explanation of warranties and service data with their bid including catalogue numbers and any necessary references.**

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**DELIVERY OF EXTRA PRODUCTS/QUANTITIES:**

Hidalgo County shall not pay extra products delivered. Vendor is cautioned to provide only the quantity (ies) stated on the Purchase Order. Any extra products delivered to the County (Precincts, Facilities Mangement or Sheriff's Office) shall be considered as a donation and no additional fees will be allowed and/or paid.

**ERRORS IN BIDS, RELIEF OF BID:**

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids: failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulation make the allowance for errors of omission or commission on the part of bidders. In case of error extension of prices in the bid, the unit price shall govern.

**REPRESENTATIONS:**

The Vendor represents that the items and/or services provided by the vendor hereunder shall conform to the presentations of same as represented and described in the Attachments. Notwithstanding anything to the contrary herein, if for any reason Hidalgo County determines in its sole discretion, that the products and/or services fail to meet the expectation of Hidalgo County, Hidalgo County may on thirty (30) days notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the Vendor by Hidalgo County for the un-expired term of this Agreement.

**OPTIONS:** At the Precincts/Departments discretion either Option(s) or both may be chosen.

**OPTION 1 - Lubricants - oils, fluids and Anti-freeze (Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon bulk)**

- A) All oil, hydraulic fluid and antifreeze shall be furnished and priced in sizes as specified on specifications, with unbroken seals, that are sealed by the manufacturer.
- B) Size and/or weight shall be stated for lubricant grease and it shall be furnished in container and/or cartridge, with unbroken seals, that are sealed by the manufacturer.
- C) Each container shall be labeled, or bear a decal or placard indicating the name and grade of the lubricant, including but not limited to, all specifications of the product contained therein. This will guarantee proper identification of each container by County employees.
- D) If the products bid are repackaged locally, vendors shall make those facilities available to the appropriate County employees to insure cleanliness and proper handling. Repackaged product should also be labeled as stated above. **Only Products that meet manufacturer's equipment standards will be permitted.**

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**OPTION 2 - 275 Lubster Steel Bulk Tank(s) (tanks at no additional cost to the County) with refilling services (on an as basis).**

Provide tanks and various types of Lubricants/oils to fill bulk tanks as requested, but not limited to: Motor oils, Transmission fluids, Hydraulic fluids and anti-freeze etc.

**The Following will be at no additional cost to Hidalgo County:**

- A. Provide & set up Lubster tank(s)- 275 gallon capacity **(the number of tanks will be determined by the utilizing Departments).**
- B. Tanks must be equipped with all necessary oil dispensing equipment (i.e. meter gun, gauges, reels, air pump, hoses (50 ft –re-enforced etc)
- C. Tanks will be placed at the requesting location(s), (Precincts 1-4, Sheriff's Office, Facility Management.)
- D. Each tank will have a container pad and monthly visual inspections of hoses etc, will be made by the Driver to check for any possible leaks of equipment.
- E. Vendor will be responsible for all normal wear and tear of all tanks & equipment and will not pass on any expense to the County.
- F. Refilling of tanks will be on a same day delivery basis; multiple refills will be given up to, but no longer than five (5) days.

**PRICE:** Bid price will be **per gallon** for bulk tank purchases of oil, grease, lubricants, anti-freeze and fluids etc.

**ADDITIONAL FEES:** Any additional fees should be included in bid price for bulk purchases (i.e. fuel surcharge, pump off fee, delivery fee etc.)

**REQUIREMENTS:**

1. No substitutes will be accepted after item(s) have been awarded as specified.
2. It is mandatory that Hidalgo County forms be used to submit pricing information.
3. Bid on each item separately. Provide unit price on quantity specified and extended amount. In the event of error in extensions, the unit price shall govern
4. The bid price will include all shipping and handling charges.
5. Bidder will be required to comply with all applicable equal employment opportunity laws and regulations.
6. Bids are to be net F.O.B. at the County Precincts' locations and Sheriff's Office specified

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herein.

7. No cash advance discount will be considered.
8. Supplier or vendor with bid submission must furnish **Material Safety Data Sheet (MSDS)** information for all product bids. Literature submitted is the most current reflecting item(s) being bid.
9. **BID PRICE**: Bid your lowest delivery price as of the bid opening date.
10. Detailed explanation of warranties must be provided with bid.

**INSTRUCTIONS TO BIDDERS:**

**COMPLIANCE WITH SPECIFICATIONS AND HIDALGO COUNTY RIGHT OF SELECTION:** The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

**DEVIATIONS FROM SPECIFICATIONS:** All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bid strictly accountable to the County to the specifications as written. Any deviations from the specifications as written not previously submitted, as required, will be grounds for rejection of the products, when delivered.

**TERMS AND CONDITIONS:**

1. Bid prices are to remain for a period of one (1) year with Hidalgo County's sole discretion to continue this bid for an additional one (1) year period under the same rates, terms and conditions.
2. Hidalgo County reserves the right to hold bids ninety (90) days after bid opening before Commissioners' Court action and to award the bid most advantageous to the County
3. 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 next contract term.
4. 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.
5. The County reserves the right to accept or reject all or part of the bid, waive minor technicalities and award the bid to best serve the interest of the County.
6. No bid may be withdrawn for a period of thirty (30) days subsequent to bid opening date without the expressed consent of the County.
7. All costs and expenses associated with the preparation and submission of (bids, proposals

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and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

8. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

9. Hidalgo County shall award the bid on a lump sum basis and/or item by item bid basis to one bidder, multiple bidders, primary or secondary vendor(s) whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request and at no additional cost to the County.

10. Hidalgo County has the right to add or delete tank locations and/or the number of tanks.

11. **Name Brands:** Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

12. Awarded vendor shall be responsible for compliance with any changes or modifications to State laws affecting this bid and for complying with all revised deadlines required by federal, state or local laws that may come into effect during the term of the contract.

13. Any contract awarded to a successful bidder will be in effect until;

- i. The contract expires
- ii. Delivery acceptance of products and/or performance of services ordered, or
- iii. Terminated by County with thirty (30) days written notice prior to the cancellation.

14. Insurance requirements for this project to be maintained through-out the contract term (Refer to limits on the Exhibit "C" for limits).

**15. All cost and expenses associated with the preparation and submission of all (bid, 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 on to HIDALGO COUNTY.**

**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

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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

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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 statement of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, 2802 S Hwy Bus Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL: [alexandra.vela@co.hidalgo.tx.us](mailto:alexandra.vela@co.hidalgo.tx.us) NO LATER THAN, Monday, MONTH 00, 2019, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Wednesday Month 00, 2019.**