

SPECIFICATIONS/REQUIREMENTS

The intention of this solicitation is to contract for Type D Hot Mix Asphalt – Limestone. All purchases will be on an “**as-needed basis**” only. There will be a 4.8% to 5.0% oil content in the mixture. The mixture will be mined and loaded by the owner. 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.

- 1 It shall be agreed and understood that Hidalgo County will purchase no more material than is needed.
- 2 Bid prices shall be per ton
- 3 Location is an important factor in evaluation of the bids, due to transportation costs which will be taken into consideration if material is picked up at the plant site.
- 4 When requested, samples shall be free of charge to Hidalgo County.
- 5 Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.
- 6 It is expressly understood and agreed that in case Hidalgo County should need “**TYPE D HOT MIX ASPHALT-LIMESTONE**” and it’s 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. It’s the County’s sole discretion to select the *option to extend* the contract for one (1) additional - one (1) year term under the same rates, terms, and conditions.
- 7 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.
- 8 County shall have the right to exercise all or portion of the *Options to Extend* in any combination it deems necessary.
- 9 Hidalgo County reserves the right to reject any/all bids, waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
- 10 Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
- 11 Hidalgo County reserves the right to award to ONE or MULTIPLE vendors if the County determines it is in its best interest to do so.
- 12 Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of product, and /or performance of services ordered, or (c) terminated by County with thirty (30) days written notice prior to cancellation.
- 13 Continuing non-performance of the respondent(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. Respondent(s) will be given a reasonable opportunity before termination to correct the deficiencies.
- 14 Hidalgo County may utilize “**State Awarded Contracts**” when it is in the County's best interest to do so.

- 15 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.
- 16** The respondent(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful Respondent(s) must present evidence that the proposed subcontractor possesses all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

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