

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS**

RFB-RFP-RFQ

BID OPENING DATE: March 19, 2008 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY- STRIPING OF COUNTY
ROADS COUNTY PARKING LOTS, MISCELLANEOUS COUNTY OWNED SITES"

BID NO.: 08-027-02-20-rol

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. <i>Cris Equip Co, Inc.</i>	<i>IP</i>	<i>[Signature]</i>	<i>3/16/08</i>	<i>1915 E. Feltway PHARR, TX 76577 Tel. 727-2110 Fax 727-2110</i>
2. <i>Pavement Markings</i>	<i>mail</i>	<i>R. Stone</i>	<i>3/6/08</i>	<i>7010 FM 493 DUNN TX 78537</i>
3. <i>The Striping Co.</i>	<i>mail</i>	<i>R. [Signature]</i>	<i>3/7/08</i>	<i>3613 N. 25th Ln. McAllen TX 78501</i>
4. <i>Valley Striping Corp.</i>	<i>mail</i>	<i>R. [Signature]</i>	<i>3/7/08</i>	<i>1616 E. Griffin Mission TX 78572</i>
5.				
6.				
7.				
8.				
9.				
10.				
11.				

*VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: MARCH 19, 2008

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "STRIPING OF COUNTY ROADS,COUNTY OWNED PARKING LOTS AND MISCELLANEOUS OWNED SITES "

BID NO: 08-013-03-19-rol

BUYER: ROLI FLORES

BID # RFB#	NAME OF COMPANY		ACKNOWLEDMENT	ADDENDUM
#1	PAVEMENT MARKINGS	LOW BIDDER	YES	ADDENDUM SUBMITTED
#2	RYAN PAVEMENT SERVICE		YES	NO ADDENDUM
#3				
#4				
#5				
#6				
#7				
#8				
#9				

From: Rolando.Flores [mailto:Rolando.Flores@co.hidalgo.tx.us]
Sent: Tuesday, April 01, 2008 1:39 PM
To: norma.ceballos@co.hidalgo.tx.us
Subject: FW: Bid no. 08-013-03-19-rol Striping Project

Here are the results for the reference bid. Please review and submit your recommendation by no later than Monday, March 24, 2008. Thanks in advance.

*Rolando Roli Flores
Hidalgo County Purchasing Department
Physical 2802 South Business Hwy. 281
Postal/Mailing 2812 South Business Hwy. 281
Edinburg Tx. 78539
Office (956) 292-7000 Ext. 4855
Fax (956) 318-2629 or (956) 292-7612*

COUNTY *of* **HIDALGO**

OSCAR L. GARZA, JR.

1102 N. DOOLITTLE RD.

EDINBURG, TEXAS 78541

OFFICE: (956) 383-3112

FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. No. 4

MEMO

DATE: APRIL 01, 2008
TO: HIDALGO COUNTY PURCHASING DEPARTMENT
C/O ROLANDO FLORES, BUYER II
FROM: HIDALGO COUNTY PRECINCT #4 *[Signature]*
REF: BID NO: 08-013-03-19-rol
"STRIPPING OF COUNTY ROADS, COUNTY OWNED PARKING
LOTS AND MISCELLANEOUS OWNED SITES"

HIDALGO COUNTY PRECINCT #4 IS HEREBY RECOMMENDING
AWARD OF THE ABOVE MENTIONED BID TO THE LOWEST
BIDDER MEETING ALL SPECIFICATIONS, THIS BEING
PAVEMNET MARKINGS.

FUNDING FOR THIS PROJECT WILL BE FROM THE FOLLOWING
ACCOUNTS:

8-1204-431-00-124-007-0-433

8-1204-431-00-124-007-0-731

SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO
CONTACT MY OFFICE, THANK YOU.

CC:

PCT FILES

Rolando.Flores

From: Daniel Flores [daniel.flores@co.hidalgo.tx.us]
Sent: Thursday, March 27, 2008 1:51 PM
To: 'Rolando.Flores'
Subject: RE: Bid no. 08-013-03-19-rol Striping Project

Rolando, please proceed with sole bidder on paving marking project.

From: Rolando.Flores [mailto:Rolando.Flores@co.hidalgo.tx.us]
Sent: Wednesday, March 19, 2008 2:28 PM
To: 'Daniel Flores'; Javier Carreon
Subject: Bid no. 08-013-03-19-rol Striping Project

Here are the results for the reference bid. Please review and submit your recommendation by no later than Monday, March 24, 2008. Thanks in advance.

*Rolando Roli Flores
Hidalgo County Purchasing Department
Physical 2802 South Business Hwy. 281
Postal/Mailing 2812 South Business Hwy. 281
Edinburg Tx. 78539
Office (956) 292-7000 Ext. 4855
Fax (956) 318-2629 or (956) 292-7612*

EXHIBIT "A"

HIDALGO COUNTY "STRIPING OF COUNTY ROADS, COUNTY PARKING LOTS & MISC COUNTY OWNED SITES" BID NO.: 08-013-03-19-rol

REQUIREMENTS

SCOPE OF SERVICES:

The services contract will encompass all project-related labor and materials for striping of county roads, county parking lots and miscellaneous county owned sites for the County of Hidalgo including, but not limited to, the following:

1. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.
2. Striping of county roads, parking lots, & miscellaneous county owned sites will be on an **as needed and as requested basis only**.
3. Hidalgo County reserves the right to award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.
4. Delivery hours will be arranged with requestor when requiring striping of county roads, county parking lots, and miscellaneous county owned sites.
5. The contract will be in effect for a period of (2) two years from bid award date with the County's option to extend for (1) one additional year.
6. 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.
7. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation.
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 advantageous to the County.
9. **Insurance (requirements) certificates** must be submitted to Hidalgo County Purchasing Department for approval prior to any services being performed which is applicable to the awarded bidder in accordance to **Exhibit "C" attached**.

10. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possesses all the necessary licenses and permits to perform the services and that the subcontractor has obtained the required insurance coverages as outlined in Exhibit "C".

11. **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:

Further information required for this project can be addressed to, Roli Flores, Buyer, Hidalgo County Purchasing Department (956) 318-2626. 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 FACSIMILE NO LATER THAN,
Wednesday, March 12, 2008, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, March 14, 2008.

ADDENDUM NO. 1

"HIDALGO COUNTY
STRIPING OF COUNTY ROADS, COUNTY PARKING LOTS & MISCELLANEOUS COUNTY
OWNED SITES"

BID NO.: 08-013-03-19-ROL

Bid Opening Date: March 19, 2008

PLEASE NOTE CHANGES AS FOLLOWS:

No. 1 Page 1 of Exhibit "B" Bid Page

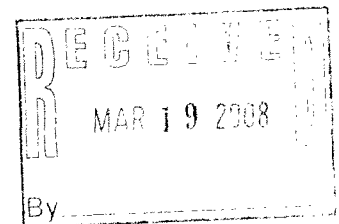
1. All items highlighted on Bid Page.

I, Juan F. Villacres, acknowledge receipt of ADDENDUM NO. 1 dated, March 17, 2008, for RFB-"HIDALGO COUNTY – STRIPING OF COUNTY ROADS, COUNTY PARKING LOTS & MISCELLANEOUS COUNTY OWNED SITES", date modifications.

Juan F. Villacres - Pavement Marking
Printed Bidder Name Inc.

3-18-08
Date

**NOTE: PLEASE SUBMIT THIS ORIGINAL ADDENDUM
WITH YOUR BID PACKET, IN ORDER TO
COMPLETE THE BID.....**



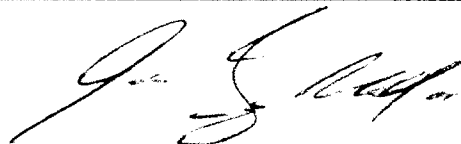
ADDENDUM EXHIBIT "B"
HIDALGO COUNTY
"STRIPING OF COUNTY ROADS, COUNTY PARKING LOTS & MISC COUNTY OWNED
SITES "
BID NO: 08-013-03-19-rol

BID PAGE

The following are the minimum acceptable specifications: *Striping of County Roads County Parking Lots & Misc County Owned Sites*		
ITEM SPECIFICATION	BID PRICE	UNIT
4" yellow or white reflectorized paint	\$ 0.22	/ft.
4" yellow or white thermo plastic	\$ 0.32	/lf.
4" reflectors yellow or white	\$ 2.25	/ea.
24" white paint stripe	\$ 1.80	/ea.
Thermoplastic arrows	\$ 75.00	/ea.
6" x 6" Giggle Bar File, yellow or white	\$ 5.80	/ea.
24" white Thermoplastic stripe	\$ 6.80	/lf.
Thermoplastic Words: (include) ONLY, SCHOOL, ZONE, SLOW, STOP, AHEAD and RAILROAD	\$ 140.00	/ea.

NOTE: All road striping is to be reflectorized striping to meet TX DOT specifications.

The * Striping of County Roads County Parking Lots & Misc County Owned Sites * contract will, from now on, include the striping of parking lots which will include, but not be limited to:	
ITEM SPECIFICATION	BID PRICE
4" yellow or white non-reflectorized paint	\$ 0.26 /lf.
4" yellow or white car spaces	\$ 3.90 /ea.
Arrows	\$ 24.00 /ea.
"Reserved" painted on curb	\$ 6.00 /ea.
Handicap Symbols	\$ 60.00 /ea.
Crosshatched Islands	\$ 48.00 /ea.
Painted Curb	\$ 0.60 /ft.
Repaint Car Stops	\$ 2.00 /ea.
"No Parking (3' Letters)	\$ 45.00 /ea.
Handicap Symbols Pre Fab Thermal 2-color	\$ 140.00 /ea.
Fire Lane	\$ 45.00 /ea.
No parking on red curb	\$ 2.00 /ea.
Cross walk crossing (white or yellow paint) 12"	\$ 3.90 /lf.
Cross walk crossing (white or yellow thermoplastic) 12"	\$ 4.80 /lf.
DELETED ITEM-Parking Lot	\$ /ea.



BIDDER'S INFORMATION

BIDDER/COMPANY NAME: Procedural Marketing, Inc.
ADDRESS: 7610 N. Fwy 493
CITY/STATE/ZIP CODE: Dallas Tx 75237
PHONE NUMBER: 956-464-0009
E-MAIL ADDRESS: _____
CELLULAR & PAGER NUMBERS: 956-373-0585
FAX NUMBER: 956-464-5677
AUTHORIZED SIGNATURE: J. F. Villegas
PRINTED NAME: Juan F. Villegas
TITLE: Pres.
DATE: 3-18-08

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

DRAFT SERVICE CONTRACT
C-08-013-00-00

THIS CONTRACT is made and entered into this day the 7th of April, 2008 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and (Company) a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for "Striping of County Roads, County Parking Lots & Miscellaneous County Owned Sites"(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to Hidalgo County for striping of county roads and parking lots. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the

Specifications within **Hidalgo County** following a request for Services by the **Commissioner** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of two (2) years beginning **April 7, 2008** and ending on **April 7, 2010** and may be renewed an additional one (1) year by County.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. 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 the coverage's 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.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this ____ day of _____, 2008.

COUNTY OF HIDALGO

ATTEST:

By: _____
Juan D. Salinas III, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY

By: _____
Printed Name: _____
Title: _____

Approved on Commissioners' Court _____

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____