

EXHIBIT "A"

HIDALGO COUNTY PRECINCT NO. 4
"HAULING SERVICES OF ALL ROAD MATERIALS"
(EXCLUDING HOT-MIX)
BID NO.: 2008-XXX-XX-XX-XXX

SPECIFICATIONS

1. All hauling of all road materials will be within Hidalgo County Precinct No. 4 area and shall be awarded on a per ton basis and will haul along with Precinct No. 4 forces. Hauling services will be requested on an **as needed basis** by the precinct.
2. Road material (i.e. crushed caliche, pit run caliche) will be hauled from awarded vendor's pit location.
3. Vendors stated are presently on Contract for the materials however, vendors may change due to Contract expiration during the term of this bid. Awarded hauler(s) will be advised. The following locations are the present awarded vendors for Caliche Material. Contracts, at the County's sole discretion, may be extended for an additional sixty (60) days.
 - A) The following locations is the current awarded vendor for: Crushed Caliche:
 - i) Martin Marietta Materials – 2 miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pinn Linn TX
 - ii) Frontera Materials –Reavis Pit
 - B) The following location is the current awarded vendor for: Pit -Run Caliche:
 - i) Roy's Hauling Service- Big 5 Pit and Pit 3- Big 5 Pit located 4 miles North of Fm 1925 on Big 5 Road.
 - ii) San Manuel Pit3 located 3 Miles West of US 281 on FM 1017 to FM 3250; then 1 Mile South on FM 3250, pit located on West Side.
4. Bid price must be on a per ton basis.
5. **Bid Award:** Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.
6. **Contract Term:** The contract will be in effect for a period of (1) one year from bid award date with the County's option to extend for an additional (1) one year under the same rates, terms and conditions. Prices must remain firm during the contract term.

7. Hidalgo County Precinct No. 4 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.
8. Hauling of Road Material will be done by Precinct No. 4 forces along with awarded vendor, when required.
9. Hidalgo County Precinct No. 4 is requesting a minimum of **Ten (10) available hauling trucks** as described below, **including Five (5) vendor owned** providing proof of ownership (copy of title) along with your bid submittals. Trucks should be available on an as needed basis with a minimum of twenty-two (22) tons per load. Please note the make, year, model, vehicle identification number, license plates, ownership, and capacity of your hauling trucks on **Exhibit A**.
 - A) Seven (7) operable hauling trailers.
 - B) Three (3) to Five (5) operable hauling tandem trucks.
10. The Bidder awarded the contract shall not engage the services of a subcontract 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 (See Exhibit C).
11. Insurance Certificates (Exhibit "C") must be submitted to Precinct No. 4 with copies to the Purchasing Department for approval prior to any services being performed by the awarded bidder and the subcontractor.
12. 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 days written notice prior to cancellation.
13. **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 regarding this project can be addressed to Mr. Juan Manuel Carranza/ Chief Administrative Assistant, Hidalgo County Precinct No. 4 through the Hidalgo County Purchasing Department through Laura Renteria-Moya, Buyer. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, at 100 East Cano, 4th Floor, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile by no later than _____, 2008 at _____ P.M., at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than _____ P.M., _____, 2008.