

EXHIBIT "A"

HIDALGO COUNTY
(all funding sources, i.e. R&B, CIP, and CAP)
"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO. 2008-324-00-00-CGV

SPECIFICATIONS:

I. INFORMATION / INSTRUCTIONS TO BIDDERS:

The purchases of **CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT** will be on an **"as needed basis"** only by Hidalgo County all funding sources (i.e. CIP, CAP and R&B).

- **MATERIAL:** CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT
- **INCREMENTS:** BID PRICE SHOULD BE IN INCREMENTS OF 1,000 UP TO 5,000 GALLONS.
- **SPECIAL CONDITIONS:** BID PRICE BY THE GALLON (FREIGHT TO BE INCLUDED). VENDOR MUST SUPPLY PUMP AND HOSE (FOR UNLOADING)

• LOCATIONS, CONTACTS, AND DELIVERY INSTRUCTIONS:

| Precinct No. 1 | Precinct No. 2 | Precinct No. 3 | Precinct No. 4 |
|---|---|---|---|
| MILE 11 N. and 1 ½ miles W. from FM 1015-Sunrise Hill Park Weslaco, Tx 78596 Joseph Palacios, Chief Administrator (956) 968-8733 | 301 E. State Pharr, TX 78577 Ricardo Cuellar, Field Operations Director (956) 787-1891 | 7 Mile line and Iowa Rd., Mission, TX 78572 Saul Ramirez, Field Operations Director (956) 585-4509 | 1102 N. Doolittle Edinburg, TX 78541 Juan Carranza, Chief Administrator (956) 383-3112 |

- Delivery hours will be arranged with Precincts when requiring **CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT**. Hidalgo County reserves the right to add or delete locations (pits) throughout the contract term.
- Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of service ordered, (c) terminated by County with thirty day's written notice prior to cancellation.

II. **TERMS AND CONDITIONS:**

- A. The contract term will be for a period of six (6) months with county's option to extend the contract for an additional six (6) months based on performance

evaluation and contingent upon terms, conditions and costs remaining unchanged, and/or a 60 day grace period at the end of the contract for unforeseen delays on subsequent contract award. It is agreed and understood that Hidalgo County will purchase no more material than is needed. Prices must remain firm during the contract period unless modifications are agreed and approved by Hidalgo County Commissioners Court.

- B. 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.
- C. Hidalgo County reserves the right to award the bid to one or multiple bidders whichever is in the best interest of the County.
- D. The contract for the material 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. The successful bidder must state in writing the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.
- E. Insurance Certificates as per **“Exhibit C”** must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.
- F. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment, supplies or service which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.
- G. In the event the material furnished does not meet all the County's requirement (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 unused portion of material found to be unsatisfactory.
- H. Hidalgo County reserves the right to seek purchases for **“CRS-2 Emulsified Asphalt”** from State Contracts whenever it is in the best interest of the County to do so.
- I. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
- J. All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

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:

- 1) **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.
 - 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.
 - 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.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - 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.
- 2) **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.
- 3) **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.

- 4) **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.
- 5) **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.

III. ADDITIONAL INFORMATION

DISCLOSURE OF CONFLICT OF INTEREST: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. 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. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, , 2008, 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, **5:00 P.M., Friday, , 2008.**

EXHIBIT "B"

HIDALGO COUNTY

(all funding sources, i.e. R&B, CIP, and CAP)

"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"

BID NO. 2008-324-00-00-CGV

BID PAGE

BID PRICE BY THE GALLON (FREIGHT TO BE INCLUDED). VENDOR MUST SUPPLY PUMP AND HOSE (FOR UNLOADING).

| QUANTITY | DELIVERED PRICE AMOUNT: | ADDITIONAL COST (SPECIFY) : |
|---|---|-----------------------------|
| LOADS OF 1,000 GALLONS OR LESS (ON AN AS NEEDED BASIS) | \$ _____ PER GAL. (FREIGHT INCLUDED) | DEMURRAGE: |
| LOADS OF 1,001 TO 2,000 GALLONS (ON AN AS NEEDED BASIS) | \$ _____ PER GAL. (FREIGHT INCLUDED) | DEMURRAGE: |
| LOADS OF 2,001 TO 3,000 GALLONS (ON AN AS NEEDED BASIS) | \$ _____ PER GAL. (FREIGHT INCLUDED) | DEMURRAGE: |
| LOADS OF 3,001 TO 4,000 GALLONS (ON AN AS NEEDED BASIS) | \$ _____ PER GAL. (FREIGHT INCLUDED) | DEMURRAGE: |
| LOADS OF 4,001 TO 5,000 GALLONS (ON AN AS NEEDED BASIS) | \$ _____ PER GAL. (FREIGHT INCLUDED) | DEMURRAGE: |

| | |
|-----------------------|------------------|
| COMPANY NAME: | |
| ADDRESS: | |
| CITY/STATE/ZIP CODE: | |
| PHONE NUMBER: | CELLULAR NUMBER: |
| FAX NUMBER: | |
| AUTHORIZED SIGNATURE: | |
| PRINTED NAME: | |
| TITLE: | |
| DATE: | |



PURCHASING DEPARTMENT

County Of Hidalgo

MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Juan Carranza, Chief Administrator

FROM: Cris Villarreal, Buyer
Hidalgo County Purchasing Department

DATE: August 14, 2008

RE: RFB- "CRS-2 Emulsified Asphalt for Hidalgo County Project"

Please be advised that the specifications for the above referenced project are being sent to all Precincts, so as to start initiating the process to bid out.

Please make any changes, additions or deletions (if any) and/or indicate if these specifications meet all your requirements by signing below and marking approve or disapprove and return back by Tuesday, August 19, 2008.

If you have any questions, please call me at 318-2626.

APPROVE

DISAPPROVE

FUNDS AVAILABILITY: Yes No Other (specify) _____

BUDGET ACCOUNT 8-1201-431-00-121005-0-673 PRECINCT NO: 1

Noe Montes Noe Montes 8-15-08
 AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.



PURCHASING DEPARTMENT County Of Hidalgo

MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

FROM: Cris Villarreal, Buyer
Hidalgo County Purchasing Department

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Juan Carranza, Chief Administrator

DATE: August 14, 2008

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APPROVE

DISAPPROVE

FUNDS AVAILABILITY: Yes No Other (specify) _____

BUDGET ACCOUNT #: 8-1202431-00122-006-0-673 PRECINCT NO: 2

Ricardo Cuellar
AUTHORIZED SIGNATURE

RICARDO Cuellar
PRINTED NAME

08-18-08
DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Juan Carranza, Chief Administrator

FROM: Cris Villarreal, Buyer
Hidalgo County Purchasing Department

DATE: August 14, 2008

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If you have any questions, please call me at 318-2626.

APPROVE

Checked box for APPROVE

DISAPPROVE

Unchecked box for DISAPPROVE

FUNDS AVAILABILITY: [Checked] Yes [] No [] Other (specify)

BUDGET ACCOUNT #: 8-1203-431-00-123-105-0673 PRECINCT NO: 3

AUTHORIZED SIGNATURE [Handwritten Signature]

PRINTED NAME: Ricardo Cuellar, Field Operations Foreman

DATE: 8/15/08

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.

Notes: Funds will be returned to 7711 + Finance Dept



PURCHASING DEPARTMENT

County Of Hidalgo

MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Juan Carranza, Chief Administrator

FROM: Cris Villarreal, Buyer
Hidalgo County Purchasing Department

DATE: August 14, 2008

RE: RFB- "CRS-2 Emulsified Asphalt for Hidalgo County Project"

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If you have any questions, please call me at 318-2626.

APPROVE

DISAPPROVE

FUNDS AVAILABILITY: Yes No Other (specify) _____

BUDGET ACCOUNT # 8-1204-431-00-124-0070-673 PRECINCT NO: 4

AUTHORIZED SIGNATURE

Oscar Garza Jr. by Rinaldo Martinez
PRINTED NAME

8-15-08
DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.

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 beginning _____, **2008**, and ending on _____, **2009**, and may be extended at the sole discretion of County for an additional one (1) year term.

4. Contract may be extended at the sole discretion of county for an additional sixty(60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

5. 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.

6. 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.

7. 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.

8. 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 coverages 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.

9. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

10. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

11. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

12. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

13. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539**

If to Company: **COMPANY
ADDRESS
CITY, TX**

14. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been

contained herein.

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

16. 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.

17. 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.

Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

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

COUNTY OF HIDALGO

By: _____
Juan D. Salinas III, County Judge

ATTEST: _____
Arturo Guajardo, Jr., County Clerk

COMPANY: _____

By: _____

Printed Name: _____

Title: _____

Approved as to form by:
Atlas & Hall L.L.P

County Attorney

DRAFT