

MEMORANDUM

TO: Ricardo Cuellar, Field Operation Director
 Cc: Humberto Garza
 Attn: Yolanda Cisneros

FROM: Elena Gomez-, Buyer *ep*
 Hidalgo County Purchasing Department

DATE: October 20, 2008

RE: Bid No. 2008-337-10-15-MEG
 -HIDALGO COUNTY PRECINCT NO. 2 "LOADING AND HAULING OF DIRT"
"BID AWARD RECOMMENDATION REQUEST"

Attached you will find two copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. via fax to (956)-318-2629 or (956) 292-7612 by no later than **Tuesday, October 21, 2008 @ 3:00 P.M.** in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, October 28, 2008.

If you should have any questions or need additional information please contact me at (956) 318-2626 x=4855

<u>AWARD TO VENDOR(S):</u>	<u>RECOMMENDATION (BASIS)</u>
UNIVERSAL TRKING	LOWEST BIDDER
<i>act. # 8-1202-43100-122-006-0-346</i>	

Ricardo Cuella

RICARDO CUELLAR

10/20/08

Authorized Signature

Printed Name

Date

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
IBF-RFP-RFQ-RFI**

BID OPENING DATE: October 15, 2008 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "Loading and Hauling of Dirt for Precinct No. 2"

BID NO: 2008-337-10-15-MEG

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA *	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NOs
Roy's Hauling Services Attn: Roy Balderas Jr.	BLM	Elena Gomez	09/29/08	2016 N Jackson Edinburg, Texas 78540 956-383-2206 Royshaulinginc.@aol.com
Universal Truckers Attn: Bernaldo Saenz	BLM	Elena Gomez	9/29/08	1052 Esperanza Street Alamo, Texas 78516 P.O. Box 653 956-782-4939
SDG Development Attn:	BLM	Elena Gomez	9/29/08	808 S. Shary Rd. Ste 5 PMB 254 Mission, Texas 78572
Jacob Ortega Farms Attn: Jacob Ortega	TR	Elena Gomez	10/03/08	934 Santa Rosa Ave. Edcouch, Texas 78538 Cell: 463-6984 jacobortega24@yahoo.com
Attn: April Greene	ER	Elena Gomez	10/03/08	<u>April4SRS@aol.com</u>

PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
EMAIL REQUEST (ER)

**HIDALGO COUNTY PRECINCT NO. 2
 "LOADING AND HAULING OF DIRT WITH AN OPTION"
 BID NO. 2008-337-10-15-MEG
 TABULATION PAGE**

OPTION I		PARTICIPATES:		UNIVERSAL TRUCKERS			
ROY'S HAULING				Size	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current Fuel Cost
01-10 Mile	3.75	75%	2.81	01-10 Mile	3.48	50%	1.74
11-20 Mile	4.00	75%	3.00	11-20 Mile	3.75	50%	1.88
21-30 Mile	4.75	75%	3.56	21-30 Mile	4.50	50%	2.25
31-40 Mile	5.25	75%	3.94	31-40 Mile	5.00	50%	2.50
41-50 Mile	6.00	75%	4.50	41-50 Mile	5.75	50%	2.88
51-60 Mile	6.75	75%	5.06	51-60 Mile	6.50	50%	3.25
61-70 Mile	7.25	75%	5.44	61-70 Mile	7.00	50%	3.50

OPTION II		PARTICIPATES:		UNIVERSAL TRUCKERS			
ROY'S HAULING				Size	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current Fuel Cost
01-10 Mile	4.10	75%	3.08	01-10 Mile	3.95	50%	1.98
11-20 Mile	4.45	75%	3.34	11-20 Mile	4.25	50%	2.13
21-30 Mile	5.20	75%	3.90	21-30 Mile	4.90	50%	2.45
31-40 Mile	5.60	75%	4.20	31-40 Mile	5.40	50%	2.70
41-50 Mile	6.35	75%	4.76	41-50 Mile	5.90	50%	2.95
51-60 Mile	7.00	75%	5.25	51-60 Mile	6.50	50%	3.25
61-70 Mile	7.35	75%	5.51	61-70 Mile	7.25	50%	3.63

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-337-11-12

THIS CONTRACT is made and entered into this 12th day of November, 2008 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Bernardo Saenz Jr. dba Universal Truckers, Inc.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Loading and Hauling of Dirt**" for **Precinct No. 2** (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 locations at **Hidalgo County Precinct No. 2**. 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 **Precinct No. 2.** 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 beginning **December 19, 2008** and ending on **December 18, 2009** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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.

Alamo, Texas 78516

13. 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.

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: Bernardo Saenz, Jr. dba
Universal Truckers

By: _____
Printed Name: _____
Title: _____

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

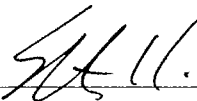
By:  _____

EXHIBIT "A"

HIDALGO COUNTY PRECINCT NO. 2 "LOADING AND HAULING OF DIRT" RFB NO. 08-337-10-15-MEG

SPECIFICATIONS/REQUIREMENTS

Scope of Project:

Hidalgo County Precinct No. 2 is requesting bids for "Loading and Hauling of Dirt".

1. Request for bids will be within the area of Hidalgo County Precinct No. 2 as follows: Hauling - Option I and Loading Services- Option II.
2. Bid price must be on a per cubic yard-per radius basis. Bid award will be based on low bidder meeting all specifications in each one of the mile radius listed on the bid page.
3. Bidder(s) will be responsible for providing equipment necessary for project.
4. Bid Award: Bid award will be to the lowest and best bid meeting all requirements. The County of Hidalgo reserves the right to: **A.** separate and accept, or eliminate any items(s) listed under this bid that is deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one or to multiple bidder if the County determines it is in its best interest to do so.
5. Contract term will be for an initial one (1) year with County's option to extend the contract for an additional year. 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 the next contract term.
6. Contract Term will be upon completion of project. The **bidder(s)** awarded the contract must **furnish proof of ownership of vehicles, provide evidence of** the required insurance identifying vehicles used for project as outlined in Exhibit "C", all necessary licenses and permits. Copies of all licenses, permits and insurance coverage's must be submitted to the Hidalgo County Purchasing Department upon bid award.

7. Hidalgo County reserves the right to award to one or MULTIPLE bidders if the County determines it is in it's best interest to do so.
8. 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 coverage's as outlined in Exhibit "C".
9. Requesting the **minimum of Ten (10) vendor owned hauling trucks** that will be available for this bid for Hidalgo County with the minimum of sixteen (16) cubic yards per load that will be available for the "**Hauling of Dirt With An Option to Load**". Please note the make, year, model and capacity of your hauling trucks on Exhibit "E".
10. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and not reimbursements for such charges or expenses shall be passed onto 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:

- 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.

Additional information:

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. 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, CPPB, Purchasing Agent, at 2802 South Business Hwy 281, Edinburg, Texas 78539.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. All written inquiries will be accepted via facsimile no later than, **Wednesday, October 08, 2008 by 5:00 P.M.**, at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than **Friday, October 10, 2008 by 5:00 P.M.**

EXHIBIT B
HIDALGO COUNTY PRECINCT NO. 2
"LOADING AND HAULING OF DIRT"
BID NO. 08-337-10-15-MEG

Bid Page

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification.

OPTION I

" HAULING OF DIRT"			
Radius (Round trip)	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current/base Fuel Cost
SAMPLE	\$3.00	33.00%	\$1.00
01-10 Mile	\$ 3.48	50%	\$1.74
11-20 Mile	\$ 3.75	50%	\$1.88
21-30 Mile	\$ 4.50	50%	\$2.25
31-40 Mile	\$ 5.00	50%	\$2.50
41-50 Mile	\$ 5.75	50%	\$2.88
51-60 Mile	\$ 6.50	50%	\$3.25
61-70 Mile	\$ 7.00	50%	\$3.50

OPTION II

" LOADING AND HAULING OF DIRT"			
Radius (Round trip)	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current/base Fuel Cost
SAMPLE	\$3.00	33.00%	\$1.00
01-10 Mile	\$ 3.95	50%	\$1.98
11-20 Mile	\$ 4.25	50%	\$2.13
21-30 Mile	\$ 4.90	50%	\$2.45
31-40 Mile	\$ 5.40	50%	\$2.70
41-50 Mile	\$ 5.90	50%	\$2.95
51-60 Mile	\$ 6.50	50%	\$3.25
61-70 Mile	\$ 7.25	50%	\$3.63

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/23/2008

PRODUCER
H. CAMPOS INSURANCE AGENCY
115 S. CAGE BLVD
PHARR, TX 78577

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Bernardo Saenz Jr. Dba Universal Truckers, Inc.
P O. Box 653
Alamo Tx. 78516

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	Southern County Mutual Ins. Co.	
INSURER B	Republic Lloyds Ins. Co.	
INSURER C	Texas Workforce Co.	
INSURER D		
INSURER E		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	LGL-100876-05	4/23/2008	4/23/2009	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 1,000,000.00 PRODUCTS - COMP/OP AGG \$ 1,000,000.00
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	STC-555435-05	4/23/2008	4/23/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF-00317776-04	4/23/2008	4/23/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER \$ 500,000.00 E.L. EACH ACCIDENT \$ 100,000.00 E.L. DISEASE - EA EMPLOYEE \$ 100,000.00 E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 1999-FRHT#1FUYSZYBXXLA24186, 1998-FRHT#1FUYSSEB3WL896863 1997-FRHT#1FUYSSEB2VP704999
 1998-FRHT#1FUYSZYB7WL972928, 1999-FRHT#1FYPCDYB6XLA05750, 1999-FRHT#1FUYSZYB9XLA00798
 1999-FRHT#1FUYSZYB8XLA58305, 1998-FRHT#1FUYSZYB1WL972696 1994-FRHT#1FUYPDXYB5RH657373
 1999-FRHT#1FUYSZYBAXLA00773, 1998-FRHT#1FUYSZYBXWL973037, 1999-INTL#2HSFHAMP9XC042968
 1999-FRHT#1FUYPDZYB7SP568525, 2000-FRHT#1FUYS7PB3VL1328210 1995-VOLVO#4VIWDBJH8SN725853

CERTIFICATE HOLDER
 HIDALGO CO. PCT 2
 301 E. STATE
 PHARR TX 78577

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
Bernardo Saenz Jr