

**EXHIBIT “A”  
SPECIFICATIONS**

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**SPECIFICATIONS/REQUIREMENTS/INFORMATION TO BIDDER**

**HIDALGO COUNTY PRECINCT NO. 1**  
**"HAULING SERVICES FOR MILLINGS"**  
**2008-251-12-10CGV**

**SECTION I - SPECIFICATIONS**

It is intended that all hauling of millings material will be within the Hidalgo County Precinct # 1 and will be awarded on a per cubic yard basis, per mile radius. This bid price will be for the duration of one (1) year with the County's option to renew for an additional one (1) year. Hauling services will be on an "**As Needed Basis**" by the precinct.

1. Millings will be hauled from location of material. (Precinct will load the millings material from project site for vendor to haul to designated area.
2. Due to the size of Hidalgo County Precinct No. 1 and the various location sites throughout, no specific origin or destination sites can be specified.
3. Hidalgo County reserves the right to award the 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.
4. **Bid price for the services must be per cubic yard basis, per mile radius on an "As Needed Basis".**
5. Bid award will be based on the low bid per cubic yard basis per mile radius listed on the bid page form.
6. Hidalgo County Precinct No. 1 is requesting the minimum of **Ten (10) vendor owned and/or leased hauling trucks** that will be available for this bid with a minimum of twenty-two (22) tons per load. **Please note the make, year, model and capacity of your hauling trucks on Exhibit "E".**
7. The bidder(s) awarded the contract must furnish proof of possessing all necessary licenses, ownership (title for all owned vehicles) and permits and also provide evidence of the required insurance as outlined in Exhibit "C". Copies of all licenses, permits and insurance coverage must be submitted to the Hidalgo County Purchasing Department upon bid award.
8. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

9. **Bidder(s) will be required to complete and submit the Supplemental Hauling Data Sheet for every driver as detailed in Attachment "I" upon bid award.**
10. **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.**
11. 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 (30) day's written notice prior to cancellation.

## **SECTION II - OTHER/ADDITIONAL INFORMATION**

- 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.
- Term of Contract shall be for the period of one (1) year with the County's option to extend for one (1) additional year on an "As Needed Basis" under the same rates, terms and conditions.
- The County of Hidalgo Precinct # 1 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.

### **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. 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.
  - b. 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.

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

**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.**

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, CPPB/Purchasing Agent at 2802 So. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, December 3, 2008, by 5:00 P.M. at (956) 318-2629. Responses to said inquires will be sent to all applicants via facsimile by no later than 5:00 P.M., Friday, December 5, 2008.**

**EXHIBIT “B”  
PAYMENT SCHEDULE**

**HIDALGO COUNTY**  
**"HAULING SERVICES FOR MILLINGS MATERIAL FOR PRECINCT NO. 1"**  
**BID NO. : 2008-251-12-10CGV**  
**BID FORM**

**Part I. Award will be based on the lowest bid per cubic yard per mile radius meeting all requirements.**

Radius	Total Cost Per Cubic Yard	Fuel Cost Percentage Per Cubic Yard	Current/Base Fuel Cost
Sample:	\$ 3.00	25%	.75
01-10 Miles	\$ 3.25	30%	\$ .98
11-20 Miles	\$ 4.00	30%	\$ 1.20
21-30 Miles	\$ 4.75	30%	\$ 1.43
31-40 Miles	\$ 5.50	30%	\$ 1.65
41-50 Miles	\$ 6.25	30%	\$ 1.88
51-60 Miles	\$ 7.00	30%	\$ 2.10
61-70 Miles	\$ 7.75	30%	\$ 2.33

**Part II. BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 1**

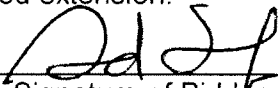
**If at the time of bid opening South Texas is experiencing historic high fuel prices, then Hidalgo County is requesting pricing adjustments based on the following:**

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for December 9, 2008. For each 10% (increase or decrease) in the OPIS Index of December 9, 2008 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: \$ 1.00=\$1.10 and \$ 1.10=\$1.21; a 10% decrease is reflected as follows: \$1.00=\$0.90 and \$1.10=\$0.99)

In the event you submit an invoice reflecting a price change under this provision, Hidalgo County will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

**In determining whether price changes are permitted hereunder, vendor must submit the appropriate OPIS Index is the index issued of the date of the vendor's billing invoice.**

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.

  
 \_\_\_\_\_  
 Signature of Bidder

12/9/2008  
 \_\_\_\_\_  
 Date

**EXHIBIT “C”  
INSURANCE  
REQUIREMENTS**

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

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

<b>PRODUCER</b> 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.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Bernardo Saenz Jr. Dba Universal Truckers, Inc. P.O. Box 653 Alamo Tx, 78516	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 - COM/PROP 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#1FYPCDYB6XLA06750, 1999-FRHT#1FUYSZYB9XLA00798  
 1999-FRHT#1FUYSZYB8XLA58305, 1998-FRHT#1FUYSZYB1WL972696, 1994-FRHT#1FUYOXYB5RH657373  
 1999-FRHT#1FUYSZYBAXLA00773, 1998-FRHT#1FUYSZYBXLW973037, 1999-INTL#2HSFHAMR9XCO42968  
 1999-FRHT#1FUYOZYB7SP568525, 2000-FRHT#1FUYS7PB3VL1328210, 1995-VOLVO#4VIWDB.JH8SN725853

**CERTIFICATE HOLDER**

Hidalgo County Precinct# 1  
 100 East Cano St.  
 Edinburg Tx. 78540

**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

*[Signature]*