

## **EXHIBIT “A”**

Hidalgo County Precinct No. 1  
“Hauling Services for All Road Materials”  
BID No. 2010-009-02-17-SMA  
SPECIFICATIONS/REQUIREMENTS

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### **SPECIFICATIONS/REQUIREMENTS/TERMS & CONDITIONS**

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It is intended that all hauling of road materials will be within Hidalgo County Precinct # 1 - Zone A, Zone B, and Zone C and will be awarded on a per ton 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) Road materials (i.e. crushed caliche, sand, gravel, hot mix and cold mix) will be hauled from vendor pits that are currently holding the contract for material bids. Vendor(s) stated are presently on Contract for the materials; however, vendors may change due to contract expiration during the term of this bid. Awarded vendor(s) will be advised.

Location of current pits and plants are as follows:

- **Cold Laid** - Frontera Materials (La Joya Plant)
  - **Type D Hot Mix- Gravel** (Frontera Materials Progreso Plant)
  - **Type D Hot Mix - Limestone** (Frontera Materials Progreso Plant)
  - **Crushed Caliche** – Martin Marietta-(2 miles S. of Intersection FM 1017 & FM 3250 on 3250 Jericho Pitt-Linn, Tx.
- 2) 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.
  - 3) **Bid price for the services must be per ton basis, per mile radius on an “As Needed Basis”.**
  - 4) Bid award will be based on the low bid per ton basis per mile radius listed on the bid page form.
  - 5) Hidalgo County is requesting the minimum of **Five (5) vendor owned hauling trucks** (proof of ownership (title) shall be furnished along with your bid) to be available on an as needed basis with a minimum of twenty-two tons (22) per load. Please note the make, year, model, vehicle identification number, license plates and capacity of your hauling trucks on Exhibit “D”.
  - 6) Insurance Certificates (Exhibit “C”) must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.
  - 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

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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 Exhibit “E” upon bid award.**
- 10) Contractual agreement is not exclusive, as Precinct #1 may use own hauling vehicles when necessary.
- 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.
- 12) After bid is awarded and lowest bidder(s) default s in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.
- 13) 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.
- 14) 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”**.
- 15) 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.
- 16) 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.
- 17) **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.

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- 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. **Timeframe 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

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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.

18) **ADDITIONAL INFORMATION**

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, Attn: Sandra Montalvo, 2812 S. Business Hwy. 281, Edinburg, Texas 78539.

**TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) by NO LATER THAN WEDNESDAY, February 10, 2010 BY 5:00 P.M.** Responses will be sent to all applicants via facsimile or e-mail by no later than **FRIDAY, February 12, 2010 BY 5:00 P.M.**