



Hidalgo County Purchasing Department
 2812 S. Business Highway 281
 New Administration Building
 Edinburg, Texas 78539
 (956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Approval of Specifications)

TO: Commissioner Joseph Palacios,
 Hidalgo County Precinct No. 4

ATTN: Marcos Lopez, Chief Administrator, vía email: marcos.lopez@co.hidalgo.tx.us
 Gloria Beltran, Executive Assistant vía email: gloria.beltran@co.hidalgo.tx.us

CC: Rumaldo Munoz, Accounts Payable Specialist III vía email: rumaldo.munoz@co.hidalgo.tx.us

FROM: Sandy Suarez, Buyer II
 Hidalgo County Purchasing Department

DATE: April 5, 2012

RE: Approval or Disapproval of Specifications for: RFB No. -2012-105-00-00-SGS-Hidalgo County Precinct No. 4- "Hauling Services for all Road Material (Excluding Hot-Mix)"

Please review the following SPECIFICATIONS and indicate if they meet all your requirements by selecting APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS and signing below. If your answer is DISAPPROVE, please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>	
APPROVED WITH MODIFICATIONS <input type="checkbox"/>		

FUNDS AVAILABILITY: Yes / No /

Other (specify) _____ 0

BUDGET ACCOUNT #: 2-1204-431-00-124-0070-731

<i>Gloria A. Beltran</i>	Gloria A. Beltran	Pct 4	4/11/12
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than, **April 13, 2012 @ 3:00 p.m.**

Enclosures

DRAFT

EXHIBIT “A” Revised
SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY PRECINCT NO. 4

REQUEST FOR BIDS

“HAULING SERVICES FOR ALL ROAD
MATERIALS (EXCLUDING HOT-MIX)”

BID NO.: 2012-105-00-00-SGS

Commodity Code: 962-39

EXHIBIT “A”**HIDALGO COUNTY PRECINCT No. 4
“HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT MIX)”****Bid No. 2012-105-00-00-SGS****Commodity Code: 362-39****SPECIFICATIONS/REQUIREMENTS****Scope of Services:**

Hidalgo County is soliciting competitive sealed bids for the service of hauling and delivery of various road materials **from awarded vendor pits identified herein to sites situated and located within** Hidalgo County Precinct No. 4. **This bid excludes hauling of Hot-Mix.** All hauling services will be on an “**As Needed Basis**” by the Precinct. The County reserves the right to utilize its own trucks and drivers at the discretion of Precinct No. 4; throughout the duration of the contract.

Specifications/Requirements:

The specifications/requirements goods contract will encompass hauling of all road materials **from awarded vendor pits identified herein to sites situated and located within** Hidalgo County Precinct No. 4, in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

1. All hauling and delivery of road material will be on an “**As Needed Basis**” only. There is no guaranteed annual volume.
2. Road material will be hauled from awarded vendor’s “pit” locations.
3. Hidalgo County Precinct No. 4 is requesting a minimum of seven (7) hauling trailers and three (3) to five (5) hauling tandem trucks, to be available. Including five (5) trucks to be vendor owned.
4. The bidder must provide proof of ownership (copy of titles) and must furnish proof of possessing all necessary licenses and hauling permits.
5. Attached you will find a request for Truck and driver information in **EXHIBIT “B”, ATTACHEMENTS B-1 & B-2**, Copies of the mentioned documentations must be submitted with your bid packet.
6. Trucks should be available at the discretion of Precinct No. 4 and will be on an “As Needed Basis”.
7. Trucks must have a capacity of carrying a minimum of twenty-two (22) tons per load.
8. The successful bidder agrees to abide by all applicable state laws, regulations and be in compliance with all OSHA and TXDOT’s regulations and requirements.

9. Bidder will provide all labor, machinery and equipment, tools and materials required to render services.
10. Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).
11. Bid will be based on low bid per ton basis as listed on bid page form.

Road Materials to be hauled:

- Crushed Caliche
- Pit-Run Caliche

Locations of current pits and plants are as followed:

Listed vendors are subject to be changed upon material contract expiration.

A. Crushed Caliche:

1. Martin Marietta Materials: - Jericho Pit:-From Intersection FM1017 and FM 3250 go 2 mi. So. on 3250 -Linn, TX.
2. Frontera Materials: - 490 Pit: - 4.5 mi E of US 281 to FM490 go W. Approx. 6 mi. to pit.
Reavis Pit: - Approx. 4 mi N. of US 83 on FM2221 go S. approx. 4 mi to pit- La Joya, TX.

B. Pit- Run Caliche:

1. Roy's Hauling Service, Inc. Big 5 Pit :- 4 miles North of FM 1925 on Big 5 Road
2. Roy's Hauling Service, Inc. Pit 3-San Manuel :- 3 miles West of US 281 on FM 1017 to FM3250 1 Mile South on FM3250, pit located on the West side.

TERMS AND CONDITIONS:

- 1.) The term of the requirements contract will be for a one (1) year period. Hidalgo County reserves the right to extend the contract for an additional one (1) year, under agreement with the same rates, terms and conditions. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.
- 2.) 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.
- 3.) 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.
- 4.) After Bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County

reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost of such item.

- 5.) Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.
- 6.) Any contract awarded to a successful bidder will be in effect until:
 - The contract expires.
 - Terminated by County with thirty (30) days written notice.
- 7.) Insurance requirements for this project to be maintained through out the contract term (refer to Exhibit "C" for limits).
- 8.) 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 advantage to the County.
- 9.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
- 10.) Bidder(s) agree that to the extent an item(s) is unavailable from Bidder's own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County at no cost to the County.
- 11.) Have been in business for at least two years.
- 12.) The bidder awarded the contract shall not engage the services of a subcontractor 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.
- 13.) The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.
- 14.) **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications(RFQ) and quotes shall be the responsibility of the bidder and no 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 increase might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to medicate 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 cost 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 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:

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. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, Month 00, 2012 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, Month 00, 2012 by 5:00 P.M.

Sandy Suarez

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, April 27, 2012 11:50 AM
To: 'Sandy Suarez'; 'Leticia Saenz'
Cc: 'Darlene Betancourt'
Subject: FW: Review & Approval of Draft Specs/Contracts for: "PIT RUN CALICHE BASE" & "HAULING SVC OF ALL RD MATERIAL (EX HOT MIX)"-PCT 4 (ON CALL)
Attachments: 02 Draft-Specs Pit Run Caliche.PDF; 01 Draft-C-12-103-00-00-Pit Run Caliche-Pct 4(Sandy).doc; 01 Draft-C-12-105-00-00-Hauling Svc of All Rd Mat (Ex Hot Mx)-Pct 4(Sandy).doc; 02 Drft Specs-Haulin of All Rd Mat (ex hot mix).PDF; "PIT RUN CALICHE BASE" & "HAULING SVC OF ALL RD MATERIAL (EX HOT MIX)"-... (24.9 KB)
Importance: High

Ms. Letty: Attached is Mr. Crain's response to review and comment for contract documents.

Ms. Sandy: Here are the recommendations/improvements to specifications/requirements for:

↓ Hauling: Scope of Services-Page 2-1st sentence-insert (after word materials from awarded vendor pits identified herein to sites situated and located within) Hidalgo County....; and,
Specifications/Requirements-Page 2-1st sentence-insert the same wording in the same place; Page 4-Item 6.) Delete second (2nd.) bullet and end the third (3rd.) bullet after the word notice and delete the rest.

Pit Run Caliche: Exhibit "A" Specifications-Page 3-Item 5-same as above for Hauling.

Thanks,
Marty

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, April 26, 2012 5:23 PM
To: 'Steve Crain'
Cc: 'Leticia Saenz'
Subject: FW: Review & Approval of Draft Specs/Contracts for: "PIT RUN CALICHE BASE" & "HAULING SVC OF ALL RD MATERIAL (EX HOT MIX)"-PCT 4 (ON CALL)
Importance: High

Mr. Crain:
Please review, correct (if necessary) and comment as to form.
Marty

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, April 26, 2012 4:59 PM
To: 'Martha Salazar'
Cc: 'Darlene Betancourt'; sandy.suarez@co.hidalgo.tx.us
Subject: Review & Approval of Draft Specs/Contracts for: "PIT RUN CALICHE BASE" & "HAULING SVC OF ALL RD MATERIAL (EX HOT MIX)"-PCT 4 (ON CALL)

Ms. Marty-

Please forward the attached, "working draft" Specs/Service Contract & Requirements Agreement to legal for their review and approval as to form for projects as set forth below:

- 1) RFB# 2012-103-00-00-SGS – "PIT RUN CALICHE"- (ON CALL)-PCT 4
- 2) RFB# 2012-105-00-00-SGS – "HAULING SERVICES OF ALL ROAD MATERIALS (EXCLUDING HOT MIX)"- (ON CALL)-PCT 4

DRAFT

EXHIBIT “A”

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY PRECINCT NO. 4

REQUEST FOR BIDS

“HAULING SERVICES FOR ALL ROAD
MATERIALS (EXCLUDING HOT-MIX)”

BID NO.: 2012-105-00-00-SGS

Commodity Code: 962-39

DRAFT

EXHIBIT "A"

HIDALGO COUNTY PRECINCT No. 4 **"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT MIX)"** **Bid No. 2012-105-00-00-SGS Commodity Code: 362-39**

SPECIFICATIONS/REQUIREMENTS

Scope of Services:

Hidalgo County is soliciting competitive sealed bids for the service of hauling and delivery of various road materials to Hidalgo County Precinct No. 4. **This bid excludes hauling of Hot-Mix.** All hauling services will be on an "As Needed Basis" by the Precinct. The County reserves the right to utilize its own trucks and drivers at the discretion of Precinct No. 4; throughout the duration of the contract.

Specifications/Requirements:

The specifications/requirements goods contract will encompass hauling of all road materials to Hidalgo County Precinct No. 4, in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

1. All hauling and delivery of road material will be on an "As Needed Basis" only. There is no guaranteed annual volume.
2. Road material will be hauled from awarded vendor's "pit" locations.
3. Hidalgo County Precinct No. 4 is requesting a minimum of seven (7) hauling trailers and three (3) to five (5) hauling tandem trucks, to be available. Including five (5) trucks to be vendor owned.
4. The bidder must provide proof of ownership (copy of titles) and must furnish proof of possessing all necessary licenses and hauling permits.
5. Attached you will find a request for Truck and driver information in **EXHIBIT "B", ATTACHEMENTS B-1 & B-2**, Copies of the mentioned documentations must be submitted with your bid packet.
6. Trucks should be available at the discretion of Precinct No. 4 and will be on an "As Needed Basis".
7. Trucks must have a capacity of carrying a minimum of twenty-two (22) tons per load.
8. The successful bidder agrees to abide by all applicable state laws, regulations and be in compliance with all OSHA and TXDOT's regulations and requirements.
9. Bidder will provide all labor, machinery and equipment, tools and materials required to render services.

10. Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).
11. Bid will be based on low bid per ton basis as listed on bid page form.

Road Materials to be hauled:

- Crushed Caliche
- Pit-Run Caliche

Locations of current pits and plants are as followed:

Listed vendors are subject to be changed upon material contract expiration.

A. Crushed Caliche:

1. Martin Marietta Materials: - Jericho Pit: - From Intersection FM1017 and FM 3250 go 2 mi. So. on 3250 -Linn, TX.
2. Frontera Materials: - 490 Pit: - 4.5 mi E of US 281 to FM490 go W. Approx. 6 mi. to pit.
Reavis Pit: - Approx. 4 mi N. of US 83 on FM2221 go S. approx. 4 mi to pit- La Joya, TX.

B. Pit- Run Caliche:

1. Roy's Hauling Service, Inc. Big 5 Pit :- 4 miles North of FM 1925 on Big 5 Road
2. Roy's Hauling Service, Inc. Pit 3-San Manuel :- 3 miles West of US 281 on FM 1017 to FM3250 1 Mile South on FM3250, pit located on the West side.

TERMS AND CONDITIONS:

- 1.) The term of the requirements contract will be for a one (1) year period. Hidalgo County reserves the right to extend the contract for an additional one (1) year, under agreement with the same rates, terms and conditions. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.
- 2.) 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.
- 3.) 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.
- 4.) After Bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost of such item.

- 5.) Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.
- 6.) Any contract awarded to a successful bidder will be in effect until:
 - The contract expires.
 - Delivery acceptance of products and/or performance of services ordered, or
 - Terminated by County with thirty (30) days written notice prior to the cancellation.
- 7.) Insurance requirements for this project to be maintained through out the contract term (refer to Exhibit "C" for limits).
- 8.) 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 advantage to the County.
- 9.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
- 10.) Bidder(s) agree that to the extent an item(s) is unavailable from Bidder's own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County at no cost to the County.
- 11.) Have been in business for at least two years.
- 12.) The bidder awarded the contract shall not engage the services of a subcontractor 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.
- 13.) The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to medicate 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 cost 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 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:

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. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, Month 00, 2012 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, Month 00, 2012 by 5:00 P.M.

DRAFT

Bid No: 2012-105-06-20

Commodity Code: 962-39

Buyer: Sandy Suarez

Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 4

“HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)”

**BID OPENING DATE:
JUNE 20, 2012**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent

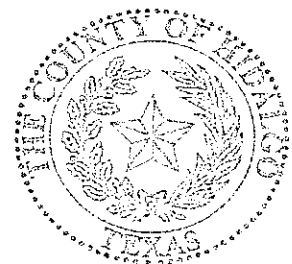
Hidalgo County Purchasing Department

Physical location: 2802 S. Business Highway 281 - Administration Building

Postal/Mailing: 2812 S. Business Highway 281

Edinburg, Texas 78539

956 318-2626



Form HCPD-03

1. Sealed bids will be received for **“HIDALGO COUNTY PRECINCT NO. 4-HAULING SERVICES FOR ALL ROAD MATERIALS(EXCLUDING HOT-MIX)”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2012-105-06-20-SGS- HIDALGO COUNTY PRECINCT NO. 4-HAULING SERVICES FOR ALL ROAD MATERIALS(EXCLUDING HOT-MIX)"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas on or before **9:30 a.m., WEDNESDAY, JUNE 20, 2012.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO “RFB No. 2012-105-06-20-SGS- HIDALGO COUNTY PRECINCT NO. 4-HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)”.

Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it 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 bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

-
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
 8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
 9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
 10. County reserves the right to accept or reject any or all bids.
 11. Shipping costs are to be F.O.B. destination.(vendor pays all shipping cost and remains responsible until the County takes possession)
 12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
 13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
 14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
 15. DELIVERY INSTRUCTIONS:
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626
 16. BILLING AND PAYMENT INSTRUCTIONS:
 - . Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - "**HIDALGO COUNTY PRECINCT NO. 4-HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)**"
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
 - e) Contract number must be indicated on all invoices.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:
Hidalgo County Precinct No. 4
Rumaldo Munoz, A/P Clerk
1051 N.Doolittle Rd.
Edinburg, TX. 78539
(956)383-3112

17. Schedule of Events:

Bid Opening, 9:30 AM	<u> </u> JUNE 20, 2012
Award of Contract	<u> </u> , 2012
Commence Work or Deliver Products	<u> </u> , 2012

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation,

auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. 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 bidder 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 BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
- . Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;

-
- . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
 25. 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 day's written notice prior to cancellation.
 26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
 27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
 28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
 29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
 30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County

Bid
For

HIDALGO COUNTY PRECINCT NO. 4
“HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)”
BID NO.: 2012-105-06-20-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:

Address:

By:

Printed Name:

Title:

EXHIBIT "B"
HIDALGO COUNTY PRECINCT 4
"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"
BID NO.: 2012-105-06-20-SGS
Commodity Code: 962-39

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.

PART 1:

AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRED SPECIFICATIONS/REQUIREMENTS. ROAD MATERIALS WILL BE HAULED FROM AWARDED VENDORS "PIT" LOCATIONS. LISTED VENDORS ARE SUBJECT TO CHANGE UPON MATERIAL CONTRACT EXPIRATION.

EXAMPLE:		\$3.00	25%	.75
PLANT LOCATION/ ROAD MATERIALS		TOTAL COST PER TON	FUEL COSTS PERCENTAGE PER TON	CURRENT/BASE FUEL COST
Martin Marietta Materials- Crushed Caliche	<u>Jericho Pit-</u> 2 mi So. of Intersection FM 1017 to FM3250 on 3250 Linn, TX.	\$	%	\$
Frontera Materials- Crushed Caliche	<u>490 Pit-</u> 4.5 mi W. of US 281 on 490	\$	%	\$
	<u>Reavis Pit-</u> Approx 4 mi N. of US 83 on FM2221 La Joya, TX.	\$	%	\$
Roy's Hauling Service- Pit-Run Caliche	<u>Big Pit 3-</u> 3 mi W of US 281 on FM1017 to FM 3250, 1 mi So of FM3250 -(on West side)	\$	%	\$
	<u>Big Pit 5-</u> 4 mi N. of FM 1925 on Big 5 Rd.	\$	%	\$

PART II.

BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 4

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No.4 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, **June 15, 2012**. For each 10% (increase or decrease) in the OPIS Index of **June 15, 2012** 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, the Hidalgo County Precinct No. 4 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 Precinct No. 2 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. The appropriate OPIS Index is the index issued of the date of the invoice

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

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NUMBER: _____

E-MAIL ADDRESS: _____

CELLULAR NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

(Must be submitted with Bid Packet)

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD**CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

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.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

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 THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MED (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT PROT				PERM & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	<input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY AGG \$
C	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE \$				\$
	<input type="checkbox"/> RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- <input type="checkbox"/> OTHER TORY LIMITS
					E L EACH ACCIDENT \$
					E L DISEASE-EA EMPLOYEE \$
					E L DISEASE-POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

ADDITIONAL INSURED: INSURER LETTER: _____

CANCELLATION

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** 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

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D Describe each employment or business relationship with the local government officer named in this section

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

(Copy of receipt and this form must be submitted with bid)

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 contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Precinct No. 4** or its designated agent. 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. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year (on an as needed basis)**, commencing on _____, **2012** and expiring on _____, **2013** and **may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions.** Hidalgo County also 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 of award for the next term and contingent upon cost remaining unchanged.

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.

7. 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.

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

9. 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.

10. This Contract shall not be assignable in whole or in part by either party

without prior written consent of the other party.

11. 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.

12. 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:

County of Hidalgo
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company:

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 County 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.

17. **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 _____, 2012.

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

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County
Judge

By: _____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By: _____
Printed Name: _____
Title: _____

EXHIBIT "A"
REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

DRAFT

EXHIBIT "B"
VENDOR'S BID and TAB SHEET

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

DRAFT

Leticia Saenz

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, April 27, 2012 10:54 AM
To: 'Steve Crain'
Cc: 'Leticia Saenz'
Subject: RE: Review & Approval of Draft Specs/Contracts for: "PIT RUN CALICHE BASE" & "HAULING SVC OF ALL RD MATERIAL (EX HOT MIX)"-PCT 4 (ON CALL)

Importance: High

Yes, Please!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, April 27, 2012 7:37 AM
To: 'Martha Salazar'
Subject: RE: Review & Approval of Draft Specs/Contracts for: "PIT RUN CALICHE BASE" & "HAULING SVC OF ALL RD MATERIAL (EX HOT MIX)"-PCT 4 (ON CALL)

The caliche and hauling contracts are fine. I did not review the specifications for either contract. If you want the specifications reviewed, let me know.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, April 26, 2012 5:23 PM
To: 'Steve Crain'
Cc: 'Leticia Saenz'
Subject: FW: Review & Approval of Draft Specs/Contracts for: "PIT RUN CALICHE BASE" & "HAULING SVC OF ALL RD MATERIAL (EX HOT MIX)"-PCT 4 (ON CALL)
Importance: High

Mr. Crain:
Please review, correct (if necessary) and comment as to form.
Marty

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, April 26, 2012 4:59 PM
To: 'Martha Salazar'
Cc: 'Darlene Betancourt'; sandy.suarez@co.hidalgo.tx.us
Subject: Review & Approval of Draft Specs/Contracts for: "PIT RUN CALICHE BASE" & "HAULING SVC OF ALL RD MATERIAL (EX HOT MIX)"-PCT 4 (ON CALL)

Ms. Marty-

Please forward the attached, "working draft" Specs/Service Contract & Requirements Agreement to legal for their review and approval as to form for projects as set forth below:

- 1) RFB# 2012-103-00-00-SGS – "PIT RUN CALICHE"-(ON CALL)-PCT 4
- 2) RFB# 2012-105-00-00-SGS – "HAULING SERVICES OF ALL ROAD MATERIALS (EXCLUDING HOT MIX)"-(ON CALL)-PCT 4

Note: Approval of "drafts" are for approval of advertisement of the bidding process for both projects only.

Please advise.