



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

HIDALGO COUNTY
 PRECINCT NO. 2
 COMPOUND
 2014 APR 30 PM 1 43

MEMORANDUM
 (APPROVAL OF SPECIFICATIONS)

TO: Hon. Hector "Tito" Palacios, Commissioner
 Hidalgo County Precinct No. 2

ATTN: Ricardo Cuellar/Yolanda Cisneros

FROM: Elena Gomez, Buyer II
 Hidalgo County Purchasing Department

DATE: April 07, 2014

RE: Approval or Disapproval of Specifications and Exhibit "B" for: Bid No. -2014-108-00-00-MEG Hidalgo County Precinct 2- "Hauling Services for All Road Materials"

HIDALGO COUNTY
 PRECINCT NO. 2
 2014 APR 32 PM 1 33

Please review the following **SPECIFICATIONS & EXHIBIT "B"** 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# 4855.

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

FUNDS AVAILABILITY: Yes / No /

Other (specify) _____

BUDGET ACCOUNT #: 4-1200-431-00-122-006-0-346 / Varies based on project.

	Ricardo Cuellar	RSB-	4-30-14
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us no later than, **April 14, 2014 @ 10:00 A.M.**

Enclosures

EXHIBIT "A"
Hidalgo County Precinct No. 2
"Hauling Services for All Road Materials"
Bid No.: 2014-108-00-00-MEG

SPECIFICATIONS/REQUIREMENTS

It is intended that all hauling of road materials will be within Hidalgo County Precinct No. 2 area and will be awarded on a **per ton basis**. Hauling services will be requested on an "as needed basis" by the Precinct.

Road materials (i.e. crushed caliche, pit run caliche, caliche gravel, hot mix, and cold mix) will be hauled from vendor pits that are currently holding the contract for material bids. Vendors stated are presently on Contract for the materials; however, vendors may change due to contract expiration during the term of this bid. Awarded hauler(s) will be advised.

Location of current pits and plants are as follows:

Cold Mix –

- Frontera Materials-- La Joya Plant 4 miles N of US 83 on FM 2221

Type D Hot Mix - Gravel-

- Frontera Materials - La Joya Plant & Progresso Plant Military Hwy & FM 1015

Type D Hot Mix – Limestone –

- Frontera Materials – La Joya Plant & Progresso Plant Military Hwy & FM 1015

Crushed Caliche –

- Frontera Materials- 490 Pit- 4.5 Miles West of US 281 on FM 490
- Martin Marietta 2 miles S of Intersection FM 1017 & FM 3250
Jericho Pitt Linn, TX

1. Bid price must be on a **per ton basis**.
2. Hauling services for Precinct No. 2 will be done by Precinct No. 2 forces along with awarded vendor, when required.
3. Hidalgo County is requesting the minimum of **ten (10) vendor owned hauling trucks** and **six (6) vendor owned tandem trucks (end dump) for the delivery of Hot mix material**. (Proof of ownership (title) shall be furnished along with your bid) and to be available on an "as needed basis" with a minimum of twenty-two tons per load. Please note the make, year, model, vehicle identification number, license plates and capacity of your hauling trucks on Exhibit "E".
4. Bidders will be required to complete and submit the Supplemental Hauling Data Sheet for every driver as detailed in Exhibit "E1" upon award.
5. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor 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 the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

TERMS & CONDITIONS

1. The bid price will be for the duration of one (1) year with the County's sole discretion to extend for an additional one (1) year term under the same rates and conditions.
2. Hidalgo County Precinct No. 2 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.
3. Any contract awarded to a successful bidder will be in effect until;
 - a) The contract expires
 - b) Delivery acceptance of products and/or performance of services ordered, or
 - c) Terminated by County with thirty (30) days written notice prior to be cancellation.
4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
5. **Bid Award:** 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 the best interest to do so.
6. The County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, giving due consideration to the location of the pit from the area of the precinct where the "Hauling Services" is to be transported.
7. 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 to the County.
8. Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.
9. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.
10. Hidalgo County reserves the right to add or delete during the term of the contract under the same rates and conditions.
11. 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.

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 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. **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 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 also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement or qualifications be addressed to Martha L. Salazar, CPPB/ Purchasing Agent, Attention: Elena Gomez at 2812 South Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile or email to elena.gomez@co.hidalgo.tx.us by no later than, **2014 at 5:00 P.M.**, at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile or via e-mail by no later than **2014 at 5:00 P.M**

DRAFT

EXHIBIT "B"

BID PAGE

Hidalgo County Precinct No. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"
Bid No. 2014-108-00-00-MEG
Commodity Code: 962-39

PART- I

Award will be based on the *lowest bid per ton* meeting all required specifications.

** SAMPLE:		\$ 3.00	25%	.75
Location of Plant Listed vendors are subject to be changed upon contract expiration:	NAME OF PIT	Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current / Base Fuel Cost
COLD MIX	La Joya Plant			
Frontera Materials				
TYPE D HOT MIX-Gravel	La Joya Plant			
Frontera Materials	Progreso Plant			
TYPE D HOT MIX-Limestone	La Joya Plant			
Frontera Materials	Progreso Plant			
CRUSHED CALICHE	490 Pit			
Frontera Materials				
Martin Marietta	Jericho Pit			

PART- II

BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 2

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 2 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 _____, 2014. For each 10% ease) in the OPIS Index of _____, 2014 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. 2 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.

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

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

_____ Bidder/Vendor Name	_____ Authorized Signature	_____ Date
_____ Mailing/Business Address	_____ City/State/Zip Code	_____ Phone Number

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