

EXHIBIT "A"
HIDALGO COUNTY
(all funding sources programs & entities)
"TYPE D HOT MIX ASPHALT – GRAVEL (ONLY)"
RFB: 2017-132-132-00-00-SGS

PROJECT OVERVIEW:

Hidalgo County is seeking an annual contract from qualified vendors to supply Type D Hot Mix Asphalt - Gravel, but not limited to and on **"as needed basis"**. Type D Hot Mix Asphalt- Gravel, shall conform to the specifications according to the TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, adopted in 2014. Item 341, Dense – Grade Hot Mix Asphalts.

SPECIFICATIONS:

Material needed: Type D Hot Mix Asphalt- Gravel

SPECIAL CONDITIONS:

Measurements and bid shall be per Ton. There will be a 4.8% to 5.0% Oil Content in the Mixture. The mixture will be mined & loaded by the owner.

**Note: The Table for the Mix Design, for the Gravel will be included in the Specifications!
(contents that make up the desired Hot Mix Asphalt)**

REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

- 1 It is intended that the amount of **"TYPE D HOT MIX ASPHALT-GRAVEL (ONLY)"** needed by Hidalgo County will be purchased on an **"as needed basis"**. It shall be agreed & understood that Hidalgo County will purchase no more material than is needed.
- 2 BID PRICE SHALL BE PER TON
- 3 **All Bidders will be required to include in their bids, current & completed copies of their products Mix Designs for the material(s) they are bidding on.**
- 4 Location is an important factor in evaluation of the bids, due to transportation costs which will be taken into consideration if material is picked up at the plant site.
- 5 When requested, samples shall be furnished free of expense to Hidalgo County.
- 6 Testing may be performed at the request of Hidalgo County anytime during the length of the contract

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through an independent testing laboratory.

- 7 In the event the material furnished does not meet all the above requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.
- 8 It is expressly understood and agreed that in case Hidalgo County should need "**TYPE D HOT MIX ASPHALT-GRAVEL (ONLY)**" and it's not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing
- 9 **Term of Contract:** The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the *option to extend* the contract for one (1) additional - one (1) year term under the same rates, terms and conditions.
- 10 Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.
- 11 County shall have the right to exercise all or portion of the *Options to Extend* in any combination it deems necessary.
- 12 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
- 13 Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action
- 14 Hidalgo County reserves the right to award to ONE or to MULTIPLE vendors, if the County determines it is in its best interest to do so.
- 15 Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of product, and /or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
- 16 **All costs and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications (RFQ) and quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.**
- 17 After bid is awarded and successful awarded contractor defaults in meeting the general instructions to

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bidders(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.

- 18 Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.
- 19 Hidalgo County may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.
- 20 Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.
- 21 **Purchase Order:** Contractor will not supply or deliver any items until a purchase order number is assigned by the designated representative of the County Purchasing Office. **Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Auditor.** Failure to act in this manner may result in termination of this contract.
- 22 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.

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.

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- 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 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, New Administration Building, Edinburg, Texas 78539. **TELEPHONE**

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INQUIRIES WILL NOT BE ACCEPTED.

- ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us by NO LATER THAN, **MONDAY, MONTH 00, 2017 by 5:00 P.M.** Responses will be sent to all applicants via e-mail by no later than, **WEDNESDAY, MONTH 00, 2017 by 5:00 P.M.**