

EXHIBIT “A”
Hidalgo County Precinct № 1
“AGGREGATE LIMESTONE GRADE 4 -
(3/8” edged rock, crushed)”
BID No.: 2018-103-00-00-FAZ

SPECIFICATIONS/REQUIREMENTS

PROJECT OVERVIEW:

Hidalgo County Precinct № 1 is requesting sealed bids for the purchase of **Aggregate Limestone Grade 4 - (3/8” edged rock, crushed)**. The material will be uncoated and will be purchased on an “As Needed Basis” as required by Hidalgo County Precinct № 1.

OPTION I – PRODUCT ONLY:

Hidalgo County has the option to utilize Precinct № 1’s hauling forces and/or awarded hauling services when and/or if required on an “as needed basis” for the pick up of product.

OPTION II – PRODUCT AND DELIVERY:

Hidalgo County has the option for the purchase and delivery of product by vendor, as follows including but not limited to:

- Delivery hours: To be arranged by Precinct № 1
- Delivery Location: Sunrise Hill Park located at Mile 11 N. and 1 ½ miles W from FM 1015, Weslaco Texas.
- Contact Person: David Suarez, Chief Administrator (956) 968-8733

REQUIREMENTS / SPECIFICATIONS / TERMS AND CONDITIONS:

- 1) Bid price shall be per ton.
- 2) Hidalgo County Precinct № 1 **estimates 500 tons of limestone** for stock pile needed. Quantities are estimates only and are not a commitment to purchase. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an “As Needed Basis”. Bidder is responsible for accurate final counts.
- 3) The contract term will be for a period of one (1) year with County’s option to extend the contract for an additional one (1) year under the same rates, terms and conditions.
- 4) 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 the unforeseen delay in award of new bid for next contract. It is agreed and understood that Hidalgo County will purchase no more material than is needed.
- 5) 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.

- 6) Hidalgo County Precinct № 1 reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.
- 7) Hidalgo County reserves the right to award the bid to one or multiple bidders whichever is in the best interest of the County.
- 8) Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of service ordered, (c) terminated by County with thirty (30) days written notice prior to cancellation.
- 9) After a bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/ or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).
- 10) It is understood and agreed that in case Hidalgo County Precinct № 1 should need **“Aggregate Limestone Grade 4 - (3/8” edged rock, crushed)** and it is not available within the time frame needed from the successful bidder, 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.
- 11) Awarded vendor must notify Hidalgo County within a 48 hour period (2 business days) whenever the **“Aggregate Limestone Grade 4 - (3/8” edged rock, crushed)** material is not available.
- 12) In the event, the material furnished does not meet all County’s requirement (regardless of weather, test ’s acceptability, a 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.
- 13) Hidalgo County reserves the right to seek purchases for **“Aggregate Limestone Grade 4 - (3/8” edged rock, crushed)** from State Contracts and other Coops, whenever it is in the best interest of the County to do so.
- 14) All costs and expenses associated with the preparation and submission of (bids, proposals, qualifications and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
- 15) Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit “C” for limits).
- 16) The vendor must be in compliance with all TXDOT, Federal, State and OSHA rules and regulations.
- 17) The bidder awarded the contract **shall not engage** the service of a subcontractor without the 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.

18) 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.

19) **All applicable forms in this packet must be filled out in its entirety, including the Bid page** and must be submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, foreseen 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. The vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of the verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - b. The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - c. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - d. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - e. The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at the time of price change.
- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/ or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too shall

have discretion to unilaterally reduce, eliminate or extend a price adjustment to the vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/ or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

- 1) Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. 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. Business Hwy 281, Edinburg, Texas 78539.
- 2) **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**
- 3) **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL NO LATER THAN, MONDAY, MONTH 00 2018, 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, **5:00 P.M. WEDNESDAY, MONTH 00, 2018.**