

EXHIBIT "A" – SPECIFICATIONS
HIDALGO COUNTY (All funding sources, programs & entities)
"RENTAL OF HEAVY EQUIPMENT"
RFB No. 2021-043-00-00-YZV

SPECIFICATIONS AND SCOPE OF WORK/SERVICES:

Hidalgo County is seeking qualified vendor(s) for the "Rental of Heavy Equipment" that are in good working conditions on an "as needed basis" with delivery and pick-up to and from project(s)/location(s) by the vendor.

The vendor(s) shall furnish all maintenance and appurtenances necessary to safely operate the equipment. The vendor shall also be responsible for the fair wear and tear, including the replacement of worn cutting edges, teeth and buckets.

FUEL RATE:

Units will arrive full. County will provide topping off on a daily basis and fills up at the end of the job.

The County will provide all fuel and perform required daily maintenance as instructed by the vendor. The vendor shall perform any required scheduled service.

All heavy equipment shall be in good operation condition.

Credit shall be given to the County for any down time due to faulty equipment.

Delivery to and pick-up from County project(s)/location(s) by Vendor must be prompt and within requested time frames.

Any bid that does not meet the minimum requirements and/or specifications will be rejected.

EQUIPMENT

Equipment shall include, but is not limited to:

- Backhoes
- Tractors
- Water Trucks
- Pneumatic Roller No Less than 9 tons
- Trenchers
- Fork Lift (Type All Terrain and/or warehouse)
- Concrete Pump
- Roll-Off Truck
- Horizontal Grinder w/Operator- The rental will consist of the following; Organizing, loading and grinding of wood waste gathered by County staff. To be performed at any job site requested by the County.
- The vendor will provide a 755 HP Horizontal Grinder, Grapple/Thumb Excavator and Wheel loader. Rental will include all containers, trucks or spread on site. Quote to include transportation of equipment to and from location one to another.(additional transportation fees would be added for each relocation).
- Monthly rate with loader and grapple excavator operators (4 weeks/5days week/ 8 Hour days)
- Pavers
- Motor Graders
- Oil Distributor 2000 Gallon Truck
- Pad Foot Compactor
- Double Steel Vibratory Roller
- Grappler
- Front Loader
- Recycler Truck
- Dozers
- Dump Trucks
- Commercial Wood Chipper
- Excavator/Mini Excavator
- Vacuum Truck
- Jack Hammer
- Brush Truck
- Asphalt Distributor

All vendor(s) must submit a **copy of the company's Draft Agreement with the Bid** so that Hidalgo County Legal Counsel can review as to form.

STANDARD TERMS & CONDITIONS:

1. The term of the contract will be for a period of one (1) year with the option to extend the contract for one (1) additional year under the same rates, terms, and conditions.
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 due to any unforeseen delay in the award of the new contract.
3. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so including the selection of vendor depending on the location(s) of the project(s).
4. 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.
5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
6. 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 services ordered or (c) terminated by County with thirty (30) days written notice prior to cancellation.
7. Hidalgo County may utilize "State Awarded Contracts" when it is in the County's best interest to do so.
8. Hidalgo County reserves the right to award to the lowest bidder.
9. Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded vendor.
10. After a bid is awarded and lowest bidder(s) default's in meeting the general instructions to bidders and/or comply with a contract agreement, Hidalgo County reserves the right to seek services from the next lowest bidder. In such event, County shall charge the successful vendor the difference for any additional costs of such items or services.
11. All costs and expenses associated with the preparation and submission of (bids, proposals and/or 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.

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- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of 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.
 - The Vendor must put the Purchasing Agent on the mailing list 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 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. **The 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 a 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 sole 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 the 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,

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proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, Attn: Yolanda Z. Velasquez, Contract Specialist II, 2812 S. Business Hwy. 281, Edinburg, Texas 78539.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

All written inquiries will be accepted via e-mail to yolanda.velasquez@co.hidalgo.tx.us by no later than Wednesday, Month 00, 2021, by 5:00 P.M. Responses will be sent to all applicants via e-mail by no later than 5:00 p.m. on Friday, Month 00, 2021.

DRAFT

EXHIBIT "B"
HIDALGO COUNTY (All funding sources, programs & entities)
"Rental of Heavy Equipment"
RFB No. 2021-043-00-00-YZV

***NOTE: THE QUOTE PRICE SHOULD INCLUDE ANY ADDITIONAL COSTS

| Description of equipment | Rental Rate per unit | | | | | |
|---|----------------------|-------|--------|---------|----------|----------|
| | Hourly | Daily | Weekly | Monthly | Weekends | Holidays |
| Backhoe Loaders | | | | | | |
| Size | | | | | | |
| Weight | | | | | | |
| Oil Distributor 2000 Gallon Truck | | | | | | |
| Size | | | | | | |
| Weight | | | | | | |
| Tractors | | | | | | |
| Size | | | | | | |
| Weight | | | | | | |
| Pavers | | | | | | |
| Size | | | | | | |
| Weight | | | | | | |
| Dozers | | | | | | |
| Size | | | | | | |
| Weight | | | | | | |
| Commercial Wood Chipper | | | | | | |
| Size | | | | | | |
| Weight | | | | | | |
| Water Trucks 4000 gallons only | | | | | | |
| Size | | | | | | |
| Weight | | | | | | |
| Pneumatic Roller No less than 9 tons | | | | | | |
| Size | | | | | | |
| Weight | | | | | | |
| Trencher | | | | | | |
| Size | | | | | | |
| Double Steel Drum Vibratory | | | | | | |
| Size | | | | | | |
| Tons | | | | | | |
| Vacuum Truck | | | | | | |
| Size | | | | | | |
| Fork Lift | | | | | | |
| Size (Ton) | | | | | | |
| All Terrain (or) | | | | | | |
| Warehouse | | | | | | |
| Grappler | | | | | | |
| Size | | | | | | |
| Jack Hammer | | | | | | |
| Size | | | | | | |
| Concrete Pump | | | | | | |
| Size | | | | | | |
| Brush Truck | | | | | | |
| Type | | | | | | |
| Size | | | | | | |

EXHIBIT "B"
HIDALGO COUNTY (All funding sources, programs & entities)
"Rental of Heavy Equipment"
RFB No. 2021-043-00-00-YZV

| Description of Equipment | Rental Rate Per Unit | | | | | |
|---|----------------------|-------|--------|---------|----------|----------|
| | Hourly | Daily | Weekly | Monthly | Weekends | Holidays |
| <i>Pad Foot Compactor</i> | | | | | | |
| Size | | | | | | |
| Weight | | | | | | |
| <i>Excavator</i> | | | | | | |
| Size | | | | | | |
| Weight | | | | | | |
| <i>Mini Excavator</i> | | | | | | |
| Size | | | | | | |
| Weight | | | | | | |
| <i>Roll Off Truck</i> | | | | | | |
| Type | | | | | | |
| <i>Motor Graders</i> | | | | | | |
| Size | | | | | | |
| Weight | | | | | | |
| <i>Front Loader</i> | | | | | | |
| Size | | | | | | |
| <i>Recycler Truck</i> | | | | | | |
| Size | | | | | | |
| <i>Container</i> | | | | | | |
| Size | | | | | | |
| Length | | | | | | |
| <i>Dump Trucks</i> | | | | | | |
| Size | | | | | | |
| <i>Asphalt Distributor</i> | | | | | | |
| Size | | | | | | |
| <i>Horizontal Grinder w/Operator</i> | | | | | | |
| Grinder w/Operator 4weeks/5days/8hours | | | | | | |
| | | | | | | |
| <i>Misc.</i> | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Additional Cost and/or Terms and conditions: _____

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ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP:

PHONE NUMBER:

FAX NUMBER:

CELL NUMBER:

CONTACT PERSON:

E-MAIL ADDRESS:

AUTHORIZED SIGNATURE:

TITLE:

DATE:

in violation of any terms or conditions of said contract.

3. **Term.** This Contract shall be for a period of **one (1) year(s)**, commencing on **August 00, 2021** and expiring on **August 00, 2022**, and may be extended at the sole discretion of the County for an additional **one (1) year** term(s) under the same rates, terms and conditions unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. 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 under the same rates, terms and conditions.

4. **Licenses.** 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. If such license or permit is suspended or revoked, this Agreement shall automatically be terminated and Company shall immediately notify the County.

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

6. 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.

7. **Consideration.** 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 in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

8. **Insurance:** Consistent with its status as an independent contractor and at its sole expense, Company agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified in the Procurement Packet/Specifications and/or which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Bidder's activities and all persons, vehicles, equipment and property connected with providing Services, to include theft or loss. The amount of insurance required shall be in accordance with amounts specified by the County or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the

Texas Tort Claims Act. These requirements do not establish limits of Company's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County. Company shall cause all subcontractors utilized by Company to also comply with these specifications. Company shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect. (See Exhibit "C" attached hereto and incorporated herein for all purposes). For each applicable policy, Company shall name the County as an additional insured. Company shall notify County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Company shall make any other insurance documentation available to County upon request.

9. Indemnification. 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. Assignment. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. Independent Contractor. 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. Notice. 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: The County of Hidalgo
 Attn: County Judge
 100 E. Cano, 2nd Floor
 Edinburg, Texas 78539

If to Company: _____

14. **Provisions.** 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.

15. **Termination.** This Agreement may be terminated by County without cause upon thirty (30) days written notice.

16. **Successors.** 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.

17. **Governing Law.** 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.

18. **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 County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County 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 County. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903:* In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

19. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

20. **Immunities:** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or

federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

21. **Nondiscrimination:** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made a part of this agreement for all purposes.

22. **Additional Documents:** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.

23. **Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.326, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED and effective as of the day and year first written above.

COUNTY OF HIDALGO

Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

Company:

Printed Name, Title

Approved By Commissioners Court On: _____

APPROVED AS TO FORM:
Office of the Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____

Assistant District Attorney

EXHIBIT “A”
Request for Bid (RFB)
Procurement Packet

EXHIBIT B

BID PAGE

EXHIBIT "C"

INSURANCE REQUIREMENTS