

MEMORANDUM

To: Hidalgo County Precinct No. 1
Attn: Noe Montez

Hidalgo County Precinct No. 2
Attn: Yolanda Cisneros

Hidalgo County Precinct No. 3
Attn: Norma Ceballos

Hidalgo County Precinct No. 4
Attn: Rumaldo Munoz Jr.

From: Elena Gomez
Purchasing Dept., Buyer

Date: September 5, 2008

Re: Bid No. 2008-340-00-00-MEG Approval of Specifications/Requirements for **HIDALGO COUNTY-"RFB-PRE-CAST SAFETY END TREATMENT"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is not met, make any and all modifications necessary 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#: 8-1201-431-00-121-005-0-673

	Noe Montez	9/12/08
AUTHORIZED SIGNATURE	PRINTED NAME	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: Elena.gomez@co.hidalgo.tx.us no later than SEPTEMBER 10, 2008 by 5:00P.M.

Enclosures

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

FUNDS AVAILABILITY: Yes / No /

Other (specify) _____

BUDGET ACCOUNT#: 8-1202-431-00-122-006-0-674

	<u>RICARDO Cuellar</u>	<u>09/10/08</u>
AUTHORIZED SIGNATURE	PRINTED NAME	DATE

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

FUNDS AVAILABILITY: Yes / No / _____

Other (specify) _____

BUDGET ACCOUNT#: 8-1203-431-00-123-005-0-674
8-1203-431-00-123-005-0-731

AUTHORIZED SIGNATURE 	PRINTED NAME <u>Norma Ceballos</u>	DATE <u>9/10/08</u>
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SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: Elena.gomez@co.hidalgo.tx.us no later than **SEPTEMBER 10, 2008 by 5:00P.M.**
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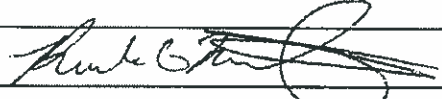
If you have any questions, please call me at (956) 318-2626 ext# 4855.

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

FUNDS AVAILABILITY: X Yes / No /

Other (specify) _____

BUDGET ACCOUNT#: 8-1204-431-00-124-007-0-679 / 731

	Rumaldo Munoz Jr	9/22/2008
AUTHORIZED SIGNATURE	PRINTED NAME	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: Elena.gomez@co.hidalgo.tx.us no later than SEPTEMBER 10, 2008 by 5:00P.M.

Enclosures

EXHIBIT A

HIDALGO COUNTY “Pre-Cast Safety End Treatments” Bid No. 2008-340-00-00-MEG

TERMS AND CONDITIONS/SPECIFICATIONS:

1. Bidder(s) shall supply, where needed (on an “As Needed” Basis) in Hidalgo County, or Job Site, “Precast Safety End Treatments”.
2. Bid prices shall remain firm for a period of one (1) year. Initial term of the contract will be commencing upon expiration of current contract with the County’s option to extend for an additional sixty (60) day Grace Period, under the same rates, terms and conditions.
3. Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item bid basis, whichever is in the best interest of the County.
4. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with 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).
5. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performances of services ordered, or (c) terminated by County with thirty (30) days written notice prior to cancellation.
6. 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.

EXHIBIT "A"
HIDALGO COUNTY
"Pre-Cast Safety End Treatments"
Bid No. 2008-340-00-00-MEG

I. PRECAST SAFETY END TREATMENT - TYPE II RIPRAP-PSET-RR

SIZE	SLOPE	SIZE	PIPE RUNNERS
18"	6-1	18"	6-1
18"	4-1	18"	4-1
24"	6-1	24"	6-1
24"	4-1	24"	4-1
30"	6-1	30"	6-1
30"	4-1	30"	4-1

**II. Pre-Cast Safety END TREATMENT – TYPE II-CROSS DRAINAGE
PSET-SC AND PSET-RC**

SIZE PSET-SC	SLOPE	SIZE PSET-RC	SLOPE	SIZE	PIPE RUNNERS
18"	6-1	18"	6-1	18"	6-1
18"	4-1	18"	4-1	18"	4-1
24"	6-1	24"	6-1	24"	6-1
24"	4-1	24"	4-1	24"	4-1
30"	6-1	30"	6-1	30"	6-1
30"	4-1	30"	4-1	30"	4-1

III. PRECAST SAFETY END TREATMENT – TYPE II PARALLEL DRAINAGE -PSET-RP

SIZE	SLOPE	SIZE	PIPE RUNNERS
18"	6-1	18"	6-1
18"	4-1	18"	4-1
24"	6-1	24"	6-1
24"	4-1	24"	4-1
30"	6-1	30"	6-1
30"	4-1	30"	4-1

A. 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). **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.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, at 2802 South Business Hwy 281, Edinburg, Texas 78539.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

All written inquiries will be accepted via facsimile no later than, **MONTH & DATE_2008 at 5:00 p.m.**, at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than **5:00 p.m., _MONTH AND DATE_, 2008.**

REQUIREMENTS AGREEMENT
C-08-340-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of _____ by and between _____, a **TEXAS Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County " _____," as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in " _____" in the areas of **HIDALGO COUNTY** projects for a period of _____ from _____ with the option to renew for an additional _____ (If applicable) under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.