

EXHIBIT “A”
HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
“CONCRETE MIX DELIVERY & PICKUP SERVICES”
BID NO.: 2016-286-00-00-FAZ

Hidalgo County is requesting sealed bids for goods and services for “Concrete Mix & Delivery or Pick up Services” on an “**As Needed and as Requested Basis**” in accordance with the specifications and/or requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

Part I - AWARD WILL BE BASED ON THE LOWEST RFB PER CUBIC YARD MEETING ALL REQUIRED SPECIFICATIONS / REQUIREMENTS.

Part II - BID PRICE ADJUSTMENT BY HIDALGO COUNTY

At the time of bid opening South Texas may experience high fuel prices. Therefore, Hidalgo County is requesting pricing adjustments based on the following:

SPECIFICATIONS AND/OR REQUIREMENTS:

It is intended that the amount of “Concrete Mix” will be purchased only on an “**As Needed and Requested Basis**”. It is agreed and understood that Hidalgo County will purchase no more material than is needed.

1. There is no guarantee on annual volume.
2. Bid price shall be per cubic yard basis with a minimum of 3 to 5 cubic yards per request.
3. Bidder will provide all labor, machinery and equipment, tools and materials required to render services.
4. Bidder must be in compliance with all State and Federal rules and regulations.
5. Bidder shall conduct all deliveries during normal business hours of 8:00 a.m. – 5:00 p.m. CST, Monday through Friday, excluding County Holidays. Vendor will make arrangements with the requesting department before scheduling service to insure County personnel will be available to sign the required manifest documents.
6. At Hidalgo County’s request, testing by an independent laboratory may be performed any time during the length of the contract.
7. In the event the material furnished does not meet all County’s 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 unused portion of material found to be unsatisfactory.
8. 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.

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OPTION I – PRODUCT ONLY

Hidalgo County has the option to pick-up the product, utilizing Precincts hauling forces when required on an “as needed basis”

MATERIALS NEEDED:

Concrete Mix - will be supplied and delivered from your plant to different locations within Hidalgo County, as requested.

1. 3000 PSI (Slump 1-7)
2. 4000 PSI (Slump 1-7)

OPTIONAL MATERIAL WITH FIBER MESH: as shown on Exhibit “B”, will be on an “as needed basis”.

Concrete Mix & Fiber Mesh

1. 3000 PSI (Slump 1-7) - **with 1 ½ lb Fiber Mesh per cubic yard.**
2. 4000 PSI (Slump 1-7) - **with 1 ½ lb Fiber Mesh per cubic yard.**

OPTION II – PRODUCT AND DELIVERY

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

Delivery hours: - To be arranged by Precincts № 1 – 4.

LOCATIONS, CONTACTS AND DELIVERY INSTRUCTIONS:

PRECINCT NO. 1	PRECINCT NO. 2	PRECINCT NO. 3	PRECINCT NO. 4
MILE 11 N. and 1 ½ Miles W. from FM 1015 Sunrise Hill Park Weslaco, TX. 78596	1140 S. Veterans Blvd. San Juan, TX. 78589	7 Mile Line and Iowa Rd. Mission, TX. 78572	1051 N. Doolittle Edinburg, TX. 78542
CONTACT:	CONTACT:	CONTACT:	CONTACT:
Esteban Mata Field Operations (956) 968-8733	Armando Pompa Field Operations (956) 787-1891	Saul Ramirez Field Operations Director (956) 585-4509	Jesse Ozuna Chief Administrator (956) 383-3112

TERMS & CONDITIONS:

1. The contract term will be for a period of one (1) year.
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 for unforeseen delay in award of new bid for next contract.
3. Hidalgo County reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.
4. Hidalgo County reserves the right to award the bid to one or multiple bidders; whichever is in the best interest of the County.

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. 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.
7. 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).
8. It is understood and agreed that in case Hidalgo County should need "Concrete Mix" 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 Bidder and shall not be in violation of any terms or conditions of said contract.
9. After Bid is awarded and successful awarded contractor(s) default(s) in meeting the general instructions to bidder(s) and/or complying with Bid agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost to such item.
10. Hidalgo County reserves the right to seek purchases for "Concrete Mix" from State awarded vendors or any other Cooperative Purchasing programs, whenever it is in the best interest of the County to do so.
11. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits); insurance certificate must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.
12. 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.
13. Bidder(s) agree that to the extent an item(s) is unavailable for Bidder's own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to 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. **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:

All costs and expenses associated with the preparation and submission of (bids, proposals statement of qualifications (RFQ) and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County

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. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE OR VIA E-MAIL to matilde.faz@co.hidalgo.tx.us . NO LATER THAN, Monday, Month 00, 2016 by 5:00 P.M. Responses will be sent to all applicants via facsimile or by via e-mail on Wednesday, Month 00, 2016 no later than 5:00 P.M.