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 Edinburg, Texas 78539  
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 www.co.hidalgo.tx.us/purchasing

# MEMORANDUM

(Approval of Specifications)

**TO:** Hon. David L. Fuentes, Commissioner  
 Hidalgo County Precinct 1  
**Attn:** Amy Saenz-Smith / David Suarez

**TO:** Hon. Eduardo "Eddie" Cantu, Commissioner  
 Hidalgo County Precinct 2  
**Attn:** Erika Zamora / Armando Garza Jr.

**TO:** Hon. Everardo "Ever" Villareal, Commissioner  
 Hidalgo County Precinct 3  
**Attn:** Norma Ceballos / Martin Garza

**TO:** Hon. Ellie Torres, Commissioner  
 Hidalgo County Precinct 4  
**Attn:** Leticia Saenz / Velinda Reyes

**From:** Jaime Rivas, Contract Specialist I  
 Hidalgo County Purchasing Department

**Date:** February 4, 2021

**Subject:** Approval of Specifications: RFB: 2020-543 – "Purchase of Concrete Mix & Delivery"

Please review the following SPECIFICATIONS and indicate if they meet all your requirements by selecting APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS and signing below. If your answer is DISAPPROVE, please make any modifications necessary to the specifications and return the revised copy to the designated Contract Specialist in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext. #4875.

APPROVE <input type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input checked="" type="checkbox"/> <span style="float: right; color: blue;">page 2 of 4</span>	

FUNDS AVAILABILITY:  YES /  NO /  Other

(Specify) \_\_\_\_\_ **Pct. 1** \_\_\_\_\_

BUDGET ACCOUNT #: \_\_\_\_\_ **ROAD & BRIDGE** \_\_\_\_\_  
 -1200-431-00-121-005-0-1010

	Amy Saenz Smith A	Pct 1	2/18/21
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [jaime.rivas@co.hidalgo.tx.us](mailto:jaime.rivas@co.hidalgo.tx.us) by no later than Monday, February 8 @ 10:00 A.M. For placement on the next Commissioner's Meeting, Tuesday February 16, 2021.**

Enclosures

**EXHIBIT "A"**  
**Specifications/Requirements**  
**Hidalgo County**  
**(All Funding Sources, programs & entities)**  
**"PURCHASE OF CONCRETE MIX & DELIVERY"**  
**BID NO:**

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Hidalgo County is requesting sealed bids for **"Purchase of Concrete Mix & Delivery"** 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.

**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 as per the Project Supervisor's 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) At Hidalgo County's request, testing by an independent laboratory may be performed any time during the length of the contract.
- 6) 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.
- 7) **MATERIAL SPECIFICATIONS-** Shall be delivered in vendor's truck to HIDALGO COUNTY job sites. Compressive strengths shall be as follows:
  - a) ***Concrete Mix-***
    - a) 3,000 PSI (Slump 1-7)
    - b) 4,000 PSI (Slump 1-7)
  - b) ***Concrete Mix & Fiber Mesh***
    - a) 3,000 PSI (Slump 1-7)-with 1½ lb. Fiber Mesh per cubic yard.
    - b) 4,000 PSI (Slump 1-7)-with 1½ lb. Fiber Mesh per cubic yard.

## 8) LOCATIONS/DELIVERY INSTRUCTIONS:

Bidder shall conduct all deliveries during normal business hours of 8:00a.m.-5:00p.m. CST, Monday through Friday, excluding County Holidays. Vendor will make arrangements with the user department (as stated below) before scheduling service to insure County personnel will be available to sign the required manifest documents.

*POC = Amy Saenz-Smith*

DEPARTMENTS	ADDRESS/LOCATION	POC (point of contract)	PHONE #
Precinct No. 1	Mile 11 N. & 1½ Miles W. from FM 1015 Sunrise Hill Park, Weslaco, TX. 78596	<del>Saul Garcia, Field Operations</del>	(956)968-8733
Precinct No. 2	4011 S. Veterans Blvd., San Juan, TX. 78589	Armando Pompa Field Operations	(956)787-1891
Precinct No. 3	7 Mile Line & Iowa Rd., Mission, TX. 78572	Saul Ramirez Field Operations Director	(956)585-4509
Precinct No. 4	1051 N. Doolittle, Edinburg, TX. 78542	Roman Rodriguez	(956) 383-3112

## 9) TERMS & CONDITIONS:

- a) 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 additional one (1) year term under the same rates, terms and conditions.
- b) 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.
- c) Hidalgo County reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.
- d) Hidalgo County reserves the right to award the bid to one or multiple bidders; whichever is in the best interest of the County.
- e) 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.
- f) 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.
- g) 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).
- h) 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.

- i) 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.
- j) 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.
- k) 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.
- l) 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.
- m) 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.

#### **Requesting Price Adjustment:**

1. Upon written request of the Vendor to the Hidalgo 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 vendors’ 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:**

**All costs and expenses associated with the preparation and submission of bids 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.**

**Submission to Questions:**

**All written inquiries will be accepted via e-mail to**

**EXHIBIT "B"**

**BID PAGE**

**Hidalgo County**

**(All Funding Sources)**

**"PURCHASE OF CONCRETE MIX & DELIVERY SERVICES"**

**Bid No:**

**FOR INTERNAL USE ONLY: 750-76 READY MIX CONCRETE -750-33 CONCRETE-RAPID SETTING REPAIR -750-59 CONCRETE-MOBILE MIXER**

**DELIVERY COST MUST BE INCLUDED IN UNIT COST**

<b>MATERIAL</b>	
<b>Concrete Mix Materials</b>	<b>UNIT PRICE</b> per cubic yard
3,000 PSI (Slump 1-7)	
4000 PSI (Slump 1-7)	

**LOCATION OF PLANT:** \_\_\_\_\_

<b>MATERIAL WITH FIBER MESH</b>	
<b>Concrete Mix Materials w/ Fiber Mesh</b>	<b>UNIT PRICE</b> per cubic yard
<b>3000 PSI (Slump 1-7)</b> Concrete Mix with 1 ½ lb. Fiber Mesh	\$
<b>4000 PSI (Slump 1-7)</b> Concrete with 1 ½ lb. Fiber Mesh	

**Location of Plant:** \_\_\_\_\_

# 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's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **/Branch Address:** \_\_\_\_\_

**City/State/Zip Code:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_ **Cell No.:** \_\_\_\_\_

**Plant No.:** \_\_\_\_\_ **Fax No. :** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Date:**    /    /

**Title:** \_\_\_\_\_