

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

County: HIDALGO COUNTY

By: *Richard F. Cortez*  
Hon. Richard F. Cortez, County Judge

Seller: MATTS Building Materials

By: *Ben Smith*  
Printed Name: Ben Smith  
Title: manager / owner

APPROVED BY  
COMMISSIONERS' COURT  
ON: 7-21-20 MM

ATTEST:

*Arturo Guajardo, Jr.*  
Hon. Arturo Guajardo, Jr., County Clerk



Approved by Commissioners Court on: 7/21/20

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

By: *Robert V. III*  
Robert V. III, Assistant District Attorney

EXHIBIT "A"  
REQUIREMENTS

**EXHIBIT "A"**  
Specifications/Requirements  
**HIDALGO COUNTY**  
*(All finding sources, programs & entities)*  
**"Construction Building Materials & Related Supplies"**  
RFB No.: 2020-211-07-08-MEG

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Hidalgo County is seeking to contract with a qualified vendor(s) to furnish "Construction Building Materials & Related Supplies", in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. Vendor shall furnish all materials and supplies necessary to execute the specified services.

**GENERAL REQUIREMENTS:**

The following are the minimum requirements and/or specifications that will be acceptable by the County. Failure to meet these, may be a probable cause of disqualification.

Materials must be available for pick-up and/or delivery, to the various locations in Hidalgo County during normal working hours, Monday through Friday.

- All items must be shipped **F.O.B. INSIDE DELIVERY.**
- All purchases will be on an "As Needed Basis", there are no set quantities to be purchased.
- All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
- **Exhibit "B"- Bid Page** - Vendor **must thoroughly fill in each item section** of the Bid Page, including the Manufacturer's number and/or SKU number. N/A should be indicated for "not applicable" items.
- INCOMPLETE or ALTERATIONS to the "Bid Page", may be considered a probable cause for disqualification. Previously submitted Bid responses for other Hidalgo County projects, **will not** be accepted.
- The bids will be based upon each item and/or all the items, Hidalgo County reserves the right to delete any item it considers too expensive.

**REQUIRED ITEMS:**

The following are the minimum specifications including any special orders (special orders are items not in stock) that will be acceptable to the Hidalgo County Facility Management Department. These specifications must be **equal** or better including but not limited to the following:

- |   |                                |
|---|--------------------------------|
| A) BOARDS (LUMBER)  | N) MOLDING- (ash molding)      |
| B) TREATED BOARDS (LUMBER)                                  | O) STAIN/GLOSS                 |
| C) CEDAR LUMBER   | P) PAINT / PRIMER              |
| D) LUMBER (PINE) 1 INCH                                     | Q) PAINT THINNER / REMOVER     |
| E) PLYWOOD (REGULAR PLYWOOD)                                | R) PAINT BRUSHES & ACCESSORIES |
| F) METAL ROOFING  | S) ADHESIVES                   |
| G) MASONRY CEMENT   | T) SANDPAPER                   |
| H) FIBER CEMENT   | U) SHEETROCK & ACCESSORIES     |
| I) NAILS (finish, roofing, sheetrock, galvanized, regular ) | V) LAMINATING COUNTER TOP      |
| J) WEDGE ANCHOR   | W) CEILING TILE                |
| K) SCREWS (exterior, drywall)                               | X) ROOFING MATERIALS           |
| L) COMMERCIAL TILE  | Y) DOORS                       |
| M) INSULATION   | Z) MISCELLANEOUS FLOORING      |

**EXHIBIT "A"**  
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*(All funding sources, programs & entities)*  
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**TERMS & CONDITIONS:**

- 1) Term of contract is for a six (6) month period with County's option to renew contract for additional six (6) month term under the same rates and conditions.
- 2) County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term.
- 3) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
- 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 advantage to the County.
- 5) Any contract awarded to a successful bidder will be in effect until;
  - a) The contract expires
  - b) Delivery acceptance of products and/or performance of services ordered, or
  - c) Terminated by County with thirty (30) days written notice prior to cancellation.
- 6) Hidalgo County has the authority to utilize State Contracts and under cooperative purchasing participation whenever it is in the County's best interest to do so.
- 7) Hidalgo County reserves the right to award to one (1) or MULTIPLE vendors.
- 8) Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.
- 9) Vendor(s) will provide and maintain all the required Insurance as described and listed in the Hidalgo Counties Insurance Requirements (See Exhibit "C" limits, attached hereto)
- 10) After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.
- 11) All participating Bidders are now required to furnish a certificate and/or a copy of the registration acknowledgement stating that the vendor is free of suspension or debarment, pursuant to Federal Regulation 45CFR Part 76. Register at SAMS System for Award Management at [www.sam.gov](http://www.sam.gov). This is a **FREE** registration.
- 12) All cost and expenses associated with the preparation and submission of all (bid, proposals, statements of qualifications (RFQ) and quotes shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on 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 CONDITIONS & REQUIREMENTS:**

- 1) Hidalgo County is requesting that any and all questions, inquiries, and all clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Highway 281 Edinburg, Texas 78539. TELEPHONE CALLS WILL NOT BE ACCEPTED.
  
- 2) All written inquiries will be accepted via email to [elena.gomez@co.hidalgo.tx.us](mailto:elena.gomez@co.hidalgo.tx.us), no later than, **Monday, June 29, 2020 @ 5:00 pm.** Responses to said inquiries will be sent to all applicants via email no later than **Wednesday, July 01, 2020.**