



County of El Paso Purchasing Department  
800 E. Overland Room 300  
El Paso, Texas 79901  
(915) 546-2048 / Fax: (915) 546-8180  
[www.epcounty.com](http://www.epcounty.com)

---

## **ADDENDA 2**

To: All Interested Vendors

From: Claudia Parra / Blanca Guereca, Procurement Data Analyst

Date: April 14, 2022

Subject: Bid 22-018 Up to 20,000 Tons of Paving Rock Grade F and Up to 12,000 Tons of Paving Rock Grade C for the County of El Paso (re-bid)

---

**This addendum has been issued to notify vendors of the following questions received:**

1. Besides an excused delay, are there any other reasons that liquidated damages would not be assessed against Vendor if Vendor does not deliver one hundred percent (100%) of all Materials to Owner no later than May 31, 2022?

**Response: Owner will consider reasonable request(s) for an extension of the delivery deadline. Vendor is expected to take all reasonable actions to ensure timely delivery of all materials as Owner has a short window for its paving season. Any extension must be in a writing signed by Owner's Executive Director of Public Works (or her written designee) and Vendor's agent.**

2. Page #8 of the Solicitation states that the "Vendor shall pay the Owner the sum of \$500.00 per day for each and every calendar day of unexcused delay in delivering Materials to Owner under paragraph 1. (Excused delays must be approved in a writing executed by Owner's Executive Director of Public Works or her written designee.)" The Solicitation does not provide a definition for "unexcused delay" or "excused delay." What is the County's definition for "unexcused delay," and can the County please provide examples of what it considers to be an "unexcused delay" in relation to this Bid?

**Response: An excused delay is one which has been "approved in a writing executed by Owner's Executive Director of Public Works or her written designee.") All other delays are unexcused.**

3. What is the County's definition for "excused delay?" Is it essentially force majeure, such as unforeseeable Acts of God or of the public enemy, fires, floods, strikes, freight embargos, or unusually severe weather? Can the County please provide examples of what it considers to be an "excused delay" in relation to this Bid?

**Response: See previous response. No, an excused delay is one which the Executive Director of Public Works or her written designee has, in her discretion, excused, in writing. The County will consider reasonable requests for an extension of the contractual deadline that do not interfere with the County's completion of its 2022 paving season. While there may be some flexibility in the deadline, time is ultimately of the essence, and the County is relying on timely delivery of the materials to complete its 2022 paving season.**

4. Would the following examples be considered excusable delays or inexcusable delays?
- a. The Vendor's rock crusher breaks down.
  - b. The Vendor is unable to produce the Materials because of a labor shortage in the local market.
  - c. The Vendor is unable to transfer the Materials because of a shortage of trucking services in the local market.
  - d. The Vendor is unable to produce or transfer the Materials because of a shortage of parts for vendor's equipment.
  - e. The Vendor is unable to produce or transfer the Materials because of fuel shortages or fuel price increases.

**Response: The County is relying on the vendor for prompt delivery of all materials. It cannot commit to what specifically might constitute an excusable delay. It will consider reasonable requests for a deadline extension for events that are truly beyond the vendor's control. The County seeks an experienced vendor that plans ahead and makes contingency plans to keep its contractual commitments as reasonably possible.**

5. Because the Bidders for this Project are all deemed essential businesses and were not shut down by previous "Stay At Home Orders," are there any circumstances where the COVID- 19 pandemic, or a similar pandemic, would be considered an excused delay?

**Response: Please see the previous responses. If there were a Covid-type shut-down that directly prevented Vendor from timely performing, the County would consider a reasonable request for an extension.**

