

5. Recommended guidelines on the installation of product provided by the manufacturer and any additional information to assist the County in fully evaluating the alternate product.

REQUIREMENTS:

- A qualified experienced Representative from the geo-grid manufacturer must be available on an "As Need Basis" and visit each site at least once during the course of construction and/or installation of the product.
- Geo-Grid shall be packaged in rolls with lengths between 150 feet and 250 feet. The geo-grid shall be packaged in rolls with widths of wide rolls that are between 12 to 15 feet and widths of narrow rolls that are between 8 to 10 feet.
- Each roll shall be one continuous piece packaged in a suitable sheath, wrapper or container to protect the geo-grid from damage due to ultraviolet light, moisture and normal storage and handling.
- May be custom cut to specific lengths or widths to suit specific engineering designs.
- **Include three samples of the geo-grid approximately 4 inches by 7 inches or larger.**
- Include geo grid product data sheet and certification from the Manufacturer
- Any damaged or defective geo-grid roll (i.e. frayed coating, separated junctions, separated layer, tears etc.) will be repaired/replaced by the contractor before, during and after installation at no additional cost to the County.
- Replacement of damaged area shall consist of adding a 3 ft ²(1m²) layer on top of the existing geo-grid that overlaps the existing geo-grid a minimum of 1 ft in all directions.
- Proposed bidder shall provide all equipment, supplies, material and labor necessary in getting the product safely to its final destination at Precinct 2.
- Unit price, to be by roll or square yards.
- **Delivery Charges: All delivery, unloading of product and freight charges, shall be included in the bid price and F.O.B. Hidalgo County Commissioner Precinct 2, 301 E. State Street, Pharr, Texas 78577 or to the address(es) specified on the purchase order during normal working hours, unless otherwise authorized by the Purchasing Agent or designee. Bidder bears freight charges. All prices must be written in ink or typewritten.**

TERM AND CONDITIONS:

- 1) The initial term of the contract shall be for a period of ~~two (2)~~ ^{ONE (1)} years with the County's option to renew contract for one (1) additional year under the same rates, terms and conditions and meeting all specifications set forth hereto.
- 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 term.
- 3) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
- 4) Any contract award to a successful bidder will be in effect until:
 - The Contract expires
 - Delivery and acceptance of products and/ performance of services ordered
 - Or termination by County with a (30) days written notice prior to cancellation/termination.

REQUIREMENTS AGREEMENT
C-11-106-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of _____ by and between **VENDOR'S NAME**, a Corporation ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of "**Geo-Grid Reinforcement Material**", as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") 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 "**Geo-Grid Reinforcement Material for Precinct No. 2**" in the areas of Hidalgo County Precinct No. 2 projects for a period of ~~two~~ ^{ONE} year from _____ and may be extended with the County's discretion for an additional year and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto; 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 term. SD

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.

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 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