



Hidalgo County Purchasing Department  
 2812 S. Business Highway 281  
 New Administration Building  
 Edinburg, Texas 78539  
 (956) 318-2626/ Fax: (956) 318-2629

**MEMORANDUM**  
 (APPROVAL OF SPECIFICATIONS)

To: Mr. Raul Sesin, PE, CFM Planning Adm.  
 Hidalgo County Planning Department

From: Sandra Suarez, Buyer II  
 Hidalgo County Purchasing Department

Date: August 27, 2013

Re: Approval or Disapproval of Specifications for: Hidalgo County-(all funding sources, programs & entities)  
 Request for Bids No: 2013-254-00-00-SGS - "Punched & Drawn ~~Dimple~~ *Braxial* Geo grid Reinforcement Material"

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: \_\_\_\_\_ YES / \_\_\_\_\_ NO/ \_\_\_\_\_ Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT #: 3-1200-431-00-122-006-0-673

Acct # varies depending on project

	PAUL E. SESIN	PLANNING	8/29/13
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us) As soon as possible in order to place on the next proposed Commissioner's Court meeting, September 10, 2013.**

Enclosures

Exhibit "A"  
Hidalgo County  
(all funding source, programs & entities)  
"Punched & Drawn Biaxial Geogrid Reinforcement Material"  
RFB No. : 2013-254-00-00-SGS

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**SPECIFICATIONS**

**PROJECT OVERVIEW:**

Hidalgo County is requesting Bids from qualified vendors to furnish "Punched and Drawn Biaxial Geogrid Reinforcement Materials" to Hidalgo County Precincts, on an "as needed basis", in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

**SPECIFICATIONS/REQUIREMENTS:**

The following are the minimum material requirements and/or specifications that will be acceptable to the County. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

**MATERIAL REQUIREMENTS FOR PUNCHED AND DRAWN GEOGRID:**

The material shall be punched and drawn with a single layer grid structure formed by a regular network of intergrally connected polymeric tensile element with aperture designed to interlock with the surrounding fill material.

**A. General Requirements:**

The structure shall be capable of maintaining dimensional stability during placement and under normal construction traffic. The geogrid shall be resistant to damage during construction, including ultraviolet degradation, and it shall have long-term resistance to chemical and biological degradation caused by the materials being reinforced. Geogrid shall meet both the physical requirements of sub-part B – Table 1.

**B. Physical Requirements:**

Furnish punched and drawn geogrid to reinforce the aggregate base course to create a mechanically stabilized aggregate layer. Geogrids shall meet the physical requirements shown in the Table 1 below.

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Hidalgo County  
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**Table 1**

**STRUCTURAL GEOGRID PROPERTIES**

Index Properties	Test Method	Values	
		MD	XMD
Aperture Dimensions	Direct Measurement	1.0-1.5 in	1.3-1.5in
Minimum Rib Thickness	Direct Measurement	0.05 in	0.05 in
Minimum Tensile Strength @ 2% Strain	ASTM D6637	410 lb/ft	620 lb/ft
Minimum Tensile Strength @ 5% Strain	ASTM D6637	810 lb/ft	1,340 lb/ft
Minimum Ultimate Tensile Strength	ASTM D6637	1,310 lb/ft	1,970 lb/ft

Structural Integrity	Test Method	Values
Junction Efficiency	ASTM D7737 / GRI-GG2	93%
Minimum Flexural Stiffness	ASTM D7748	750,000 mg-cm
Aperture Stability	GRI-GG9	0.65 m-N/deg

Durability	Test Method	Values
Minimum Resistance to Installation Damage	ASTM D5818 (Sample) ASTM D6637 (Load Cap.)	95%SC / 93%SW / 90%GP
Resistance to Long Term Degradation	ASTM D6637 / EPA 9090	100%
Resistance to UV Degradation	ASTM D4355 / D6637	100%

**SPECIFICATIONS FOR PUNCHED AND DRAWN GEOGRID:**

Geogrids not meeting the physical requirements of sub-part B above may be submitted to Hidalgo County. Submittals for alternative geogrids must be accompanied with the following:

1. Geogrid product data sheet, product samples-two(2), and certification from the manufacturer that the performance values for the geogrid utilized in the design of the alternate section are valid.
2. Performance values for the alternate geogrid shall be calibrated and validated with the results of full scale pavement testing where actual geogrids are tested in-soil and in representative conditions.
3. A list of five (5) comparable projects, similar in terms of size and applications, in the United States, where the results of the specific alternate geogrids use can be verified after a minimum of one (1) year of service.

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3. A list of five (5) comparable projects, similar in terms of size and applications, in the United States, where the results of the specific alternate geogrids use can be verified after a minimum of one (1) year of service.
4. Recommended guidelines on the installation of the product provided by the manufacture and any additional information to assist the County in fully evaluating the alternate product.

**REQUIREMENTS FOR PUNCHED AND DRAWN GEOGRID:**

- Unit price, to be square yards.
- A qualified experienced representative from the geogrid manufacturer must be available on an **"As Needed Basis"** and visit each site at least once during the course of construction and/or installation of the product.
- The Geogrid shall be packaged in rolls with lengths between 150 feet and 250 feet. The Geogrid 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 geogrid 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 two (2) samples** of the geogrid approximately 4 inches by 7 inches or larger.
- Include Geogrid product data sheet and certification from the manufacturer.
- Any damage or defective Geogrid roll (i.e. frayed coating, separated junctions, separated layers, tears ect.) 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 over the affected area a minimum 3 ft<sup>2</sup> layer on top of the existing geogrid that overlaps the existing geogrid 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 County Precincts.
- **Delivery Charges: All delivery, unloading of product and freight charges, shall be included in the bid price and F.O.B. Hidalgo County as 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 blue ink or typewritten.**

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**TERM AND CONDITIONS:**

1. The initial term of the contract shall be for a period of two (2) 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.
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. All cost and expenses associated with the preparation and submission of bids, proposals, and/or quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
8. Hidalgo County reserves the right to seek state contracts from its memberships with existing or new cooperatives whenever it is in the County's interest to do so.

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9. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).
10. It is understood and agreed that in case Hidalgo County should need "Geo-grid" 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.
11. 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.
12. 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.
13. 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.

**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

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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.

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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:**

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 [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us) . NO LATER THAN, Wednesday, Month 00, 2013, by 5:00 P.M. Responses will be sent to all applicants via facsimile or by via e-mail on Friday, Month 00, 2013, no later than 5:00 P.M.**

**EXHIBIT "B"**  
**Hidalgo County**  
 (all funding sources, programs & entities)  
**"Punched & Drawn Biaxial Geogrid Reinforcement Materials"**  
**RFB No.: 2013-254-00-00-SGS**

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**BID PAGE**

Unit price for Punched & Drawn Biaxial Geogrid Reinforcement Material as requested, but not limited to, meeting the minimum Material Requirements and/or Specifications as listed in Exhibit "A" of this document and under the terms and conditions as described for the following,

**PUNCHED AND DRAWN GEOGRID**

Product Description:	Unit Price:	
Punched & Drawn Biaxial Geogrid  Equivalent to or better	Per Square YD	\$ _____

*Proposed bidder shall provide all equipment, supplies, material, and labor necessary in the delivery of the product safely to Precinct 2. Product shall be F.O.B. destination.*

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BIDDER/COMPANY NAME:	
ADDRESS:	
CITY/STATE/ZIP CODE:	
PHONE & FAX NUMBER:	
CELLULAR NUMBER:	
AUTHORIZED SIGNATURE:	
PRINTED NAME:	
TITLE:	
DATE:	
E-MAIL ADDRESS:	

*(Must be submitted with Bid Packet)*

# **REQUEST FOR BIDS**

## **HIDALGO COUNTY**

**(All Funding Sources, Programs & Entities)**

### **“Punched & Drawn Biaxial Geogrid Reinforcement Material”**

**BID OPENING DATE:  
Month 00, 2013**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent

Hidalgo County Purchasing Department

Physical location: 2802 S. Business Highway 281 - Administration Building

Postal/Mailing: 2812 S. Business Highway 281

Edinburg, Texas 78539

956 318-2626



LEGAL NOTICE

BID NO: 2013-254-00-00-SGS

1. Sealed bids will be received for **“HIDALGO COUNTY (All Funding Sources, Programs & Entities) - “PUNCHED & DRAWN BIAXIAL GEOGRID REINFORCEMENT MATERIAL”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB-2013-254-00-00-SGS - HIDALGO COUNTY (All Funding Sources, Programs & Entities) - “PUNCHED & DRAWN BIAXIAL GEOGRID REINFORCEMENT MATERIAL”**and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MONTH 00, 2013. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB-2013-254-00-00-SGS -“PUNCHED & DRAWN BIAXIAL GEOGRID REINFORCEMENT MATERIAL” -HIDALGO COUNTY.** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize

himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
  - . No deliveries accepted after 3:00 P.M., Monday-Friday.
  - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
  - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
 Martha L. Salazar, Purchasing Agent  
 (956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - "**HIDALGO COUNTY - PUNCHED & DRAWN BIAxIAL GEOGRID REINFORCEMENT MATERIAL**" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  - e) Contract number must be indicated on all invoices
- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

Hidalgo County Precinct № 1 Attn. Katia Garcia 1902 Joe Stephens Weslaco, Texas 78596	Hidalgo County Precinct № 2 Attn. Yoli Cisneros 301 E State Pharr, Texas 78577
Hidalgo County Precinct № 3 Attn. Norma Ceballos 724 N. Breyfogle Mission, Texas 78574	Hidalgo County Precinct № 4 Attn. Veronica Lopez 1102 N. Doolittle Rd. Edinburg, Texas 78539

17. Schedule of Events

<b>Bid Opening, 9:30 AM</b>	<u><b>MONTH 00, 2013</b></u>
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- . If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- . Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

- . If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- . If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

- . For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

- . Effective January 1, 2006, Chapter 176 of the Texas Local Government

Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk’s Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse  
**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services
23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
  - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - . Be able to comply with the required or proposed delivery schedule;
  - . Have a satisfactory record of performance;
  - . Have a satisfactory record of integrity and ethics;
  - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
  - A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid  
For  
**HIDALGO COUNTY**  
(All Funding Sources, Programs & Entities)  
**“PUNCHED & DRAWN BIAxIAL GEOGRID REINFORCEMENT MATERIAL”**  
**BID NO.: 2013-254-00-00-SGS**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building  
Mailing/Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: \_\_\_\_\_  
Address: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Hidalgo County Purchasing Department  
 2812 S. Business Highway 281  
 New Administration Building  
 Edinburg, Texas 78539  
 (956) 318-2626/ Fax: (956) 318-2629

**MEMORANDUM**  
 (APPROVAL OF SPECIFICATIONS)

To: Mr. Raul Sesin, PE, CFM Planning Adm.  
 Hidalgo County Planning Department

From: Sandra Suarez, Buyer II  
 Hidalgo County Purchasing Department

Date: August 14, 2013

Re: Approval or Disapproval of Specifications for: Hidalgo County-(all funding sources, programs & entities)  
 Request for Bids No: 2013-254-00-00-SGS - "Punched & Drawn ~~Biaxial~~ Geo-grid Reinforcement Material"

*BIAXIAL*

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.  
 If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE <input type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS ✓	

FUNDS AVAILABILITY: \_\_\_\_\_ YES / \_\_\_\_\_ NO/ \_\_\_\_\_ Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT #: 3-1200-431-00-122-006-0-673

*Acct # varies depending on project working on at the time.*

*PLEASE FOLLOW RED LINE COMMENTS AND RE-SUBMIT TO US FOR FINAL APPROVAL*

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
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*08/20/13*

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us) by no later than August 19, 2013 @ 2:00 p.m. in order to place on the next proposed Commissioner's Court meeting, September 03, 2013.**

Enclosures

*\* PLEASE MAKE SURE THAT GEOGRID IS ONE WORD THROUGHOUT THE ENTIRE DOCUMENT.*

Exhibit "A"  
Hidalgo County  
(all funding source, programs & entities)  
"Punched & Drawn ~~Biaxle~~ Geogrid Reinforcement Material"  
RFB No. : 2013-254-00-00-SGS

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**SPECIFICATIONS**

**PROJECT OVERVIEW:**

Hidalgo County is requesting Bids from qualified vendors to furnish "Punched and Drawn Geogrid Reinforcement Materials" to Hidalgo County Precincts, on an "as needed basis", in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

**SPECIFICATIONS/REQUIREMENTS:**

The following are the minimum material requirements and/or specifications that will be acceptable to the County. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

**MATERIAL REQUIREMENTS FOR PUNCHED AND DRAWN GEOGRID:**

The material shall be punched and drawn with a single layer grid structure formed by a regular network of intergrally connected polymeric tensile element with aperture designed to interlock with the surrounding fill material.

**A. General Requirements:**

The structure shall be capable of maintaining dimensional stability during placement and under normal construction traffic. The geogrid shall be resistant to damage during construction, including ultraviolet degradation, and it shall have long-term resistance to chemical and biological degradation caused by the materials being reinforced. Geogrid shall meet both the physical requirements of sub-part B – Table 1.

**B. Physical Requirements:**

Furnish punched and drawn geogrid to reinforce the aggregate base course to create a mechanically stabilized aggregate layer. Geogrids shall meet the physical requirements shown in the Table 1 below.

**Exhibit "A"**  
**Hidalgo County**  
 (all funding source, programs & entities)  
**"Punched & Drawn Biaxle Geogrid Reinforcement Material"**

*Biaxial* RFB No. : 2013-254-00-00-SGS

**Table 1**

**STRUCTURAL GEOGRID PROPERTIES**

WE WANT THIS IN  
A TABLE FORMAT.  
WE WANT TO SEE  
THE LINES.

Properties	Test Method	Values	
		MD	XMD
Aperture Dimensions	Direct Measurement	1.0-1.5 in	1.3-1.5 in
Minimum Rib Thickness	Direct Measurement	0.05 in	0.05 in
Minimum Tensile Strength @ 2% strain	ASTM D6637	410 lb/ft	620 lb/ft
Minimum Tensile Strength @ 5% strain	ASTM D6637	810 lb/ft	1,340 lb/ft
Minimum Ultimate Tensile Strength	ASTM D6637	1,310 lb/ft	1,970 lb/ft
<b>Structural Integrity</b>			
	<b>Test Method</b>	<b>Values</b>	
Junction Efficiency	ASTM D7737/GRI-GG2	93%	
Minimum Flexural Stiffness	ASTM D7748	750,000 mg-cm	
Aperture Stability	GRI-GG9	0.65 m-N/deg	
<b>Durability</b>			
	<b>Test Method</b>	<b>Values</b>	
Minimum Resistance to Installation	ASTM D5818 (Sample)	95%SC / 93%SW /	
Damage	ASTM D6637 (Load Cap)	90%GP	
Resistance to Long Term Degradation	ASTM D6637 / EPA 9090	100%	
Resistance to UV Degradation	ASTM D4355 / D6637	100%	

Table

**SPECIFICATIONS FOR PUNCHED AND DRAWN GEOGRID:**

Geogrids not meeting the physical requirements of sub-part B above may be submitted to Hidalgo County. Submittals for alternative geogrids must be accompanied with the following:

1. Geogrid product data sheet, product sample, and certification from the manufacturer that the performance values for the geogrid utilized in the design of the alternate section are valid.
2. Performance values for the alternate geogrid shall be calibrated and validated with the results of full scale pavement testing where actual geogrids are tested in-soil and in representative conditions.
3. A list of five (5) comparable projects, similar in terms of size and applications, in the United States, where the results of the specific alternate geogrids use can be verified after a minimum of one (1) year of service.

Exhibit "A"  
Hidalgo County  
(all funding source, programs & entities)  
"Punched & Drawn Biaxle Geogrid Reinforcement Material"

*Biaxial* RFB No. : 2013-254-00-00-SGS

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

**REQUIREMENTS FOR PUNCHED AND DRAWN GEO GRID:**

- Unit price, to be square yards.
- A qualified experienced representative from the geo grid manufacturer must be available on an "As Needed Basis" and visit each site at least once during the course of construction and/or installation of the product.
- The 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. *Ultraviolet*
- May be custom cut to specific lengths or widths to suit specific engineering designs.
- **Include a sample** of the geo-grid approximately 4 inches by 7 inches or larger.
- Include Geo grid product data sheet and certification from the manufacturer.
- Any damage or defective Geo grid roll (i.e. frayed coating, separated junctions, separated layers, tears ect.) 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 over the affected area a minimum 3 ft<sup>2</sup> layer on top of the existing geogrid 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 County Precincts.
- **Delivery Charges: All delivery, unloading of product and freight charges, shall be included in the bid price and F.O.B. Hidalgo County as 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 blue ink or typewritten.**

**Exhibit "A"**  
**Hidalgo County**  
**(all funding source, programs & entities)**  
**"Punched & Drawn Biaxle-Geogrid Reinforcement Material"**  
Biaxial RFB No. : 2013-254-00-00-SGS

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**TERM AND CONDITIONS:**

1. The initial term of the contract shall be for a period of two (2) 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.
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. All cost and expenses associated with the preparation and submission of bids, proposals, and/or quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
8. Hidalgo County reserves the right to seek state contracts from its memberships with existing or new cooperatives whenever it is in the County's interest to do so.
9. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).

**Exhibit "A"**  
**Hidalgo County**  
**(all funding source, programs & entities)**  
**"Punched & Drawn Biaxle-Geogrid Reinforcement Material"**  
*Biaxial* RFB No. : 2013-254-00-00-SGS

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10. It is understood and agreed that in case Hidalgo County should need "Geo-grid" 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.
11. 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.
12. 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.
13. 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.

**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

Exhibit "A"  
Hidalgo County  
(all funding source, programs & entities)  
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Biaxial RFB No. : 2013-254-00-00-SGS

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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

Exhibit "A"  
Hidalgo County  
(all funding source, programs & entities)  
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*Biaxle* RFB No. : 2013-254-00-00-SGS

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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:**

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 [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us) . NO LATER THAN, Wednesday, Month 00, 2013, by 5:00 P.M. Responses will be sent to all applicants via facsimile or by via e-mail on Friday, Month 00, 2013, no later than 5:00 P.M.**

**EXHIBIT "B"**  
**Hidalgo County**  
 (all funding sources, programs & entities)  
**"Punched & Drawn Biaxle-Geogrid Reinforcement Materials"**

*Biaxial* RFB No.: 2013-254-00-00-SGS

**BID PAGE**

*Biaxial*  
 Unit price for Punched & Drawn ~~Biaxle~~ Geogrid Reinforcement Material as requested, but not limited to, meeting the minimum Material Requirements and/or Specifications as listed in Exhibit "A" of this document and under the terms and conditions as described for the following,

**PUNCHED AND DRAWN GEOGRID**

Product Description:	Unit Price:	
<del>Punch &amp; Drawn Biaxle-Geogrid-</del> <i>Punched &amp; Drawn Biaxial Geogrid</i> Equivalent to or better	Per Square YD	\$ _____

*Proposed bidder shall provide all equipment, supplies, material, and labor necessary in the delivery of the product safely to Precinct 2. Product shall be F.O.B. destination.*

BIDDER/COMPANY NAME:	
ADDRESS:	
CITY/STATE/ZIP CODE:	
PHONE & FAX NUMBER:	
CELLULAR NUMBER:	
AUTHORIZED SIGNATURE:	
PRINTED NAME:	
TITLE:	
DATE:	
E-MAIL ADDRESS:	

*(Must be submitted with Bid Packet)*