



**CAMERON COUNTY  
PURCHASING DEPARTMENT  
INVITATION TO RFP**

**RFP NUMBER: # 220901**

**RFP TITLE: 457 PLAN RECORDKEEPING, ADMINISTRATION & PARTICIPANT SERVICES**

**DATE DUE: October 4, 2022**

**DUE NO LATER THAN 11:00 A.M.**

RFP's will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3<sup>rd</sup> Floor – Room # 345 at 11:01 a.m. (per Purchasing Dept. time clock) on deadline due date.

RFP's received later than the date and time above will not be considered.

Please return **ORIGINAL AND SEVEN (7) COPIES** of RFP's in a sealed envelope. Be sure that the return envelope shows the RFP Number, Description and is marked "SEALED RFP".

RETURN RFP TO:

by U.S. mail or delivered to the office of Purchasing Dept., **County Courthouse (Dancy Bldg.), 1100 E. Monroe St, 3<sup>rd</sup> Floor, Room 345, Brownsville, Texas 78520.**

For additional information or to request addendum contact [Mike Forbes](mailto:mforbes@co.cameron.tx.us) or [Dalia Loera](mailto:dalia.loera@co.cameron.tx.us) at (956) 544-0871 or by e-mail at [mforbes@co.cameron.tx.us](mailto:mforbes@co.cameron.tx.us) or [dalia.loera@co.cameron.tx.us](mailto:dalia.loera@co.cameron.tx.us).

**YOU MUST SIGN BELOW IN INK. FAILURE TO SIGN WILL DISQUALIFY THE OFFER.** All prices must be typewritten or written in ink.

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Historically Underutilized Business (State of Texas) Certification VID Number: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ E-mail \_\_\_\_\_

Print Name: \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_

How did you find out about this RFP? \_\_\_\_\_ (ex: Newspaper, Web, and Mail)

(Your signature attests to your offer to provide the goods and/or services in this RFP according to the published provision of this RFP. When an award letter is issued, this RFP becomes the contract. If an RFP required specific Contract is to be utilized in addition to this RFP, this signed RFP will become part of that contract. When an additional Contract is required an RFP award does not constitute a contract award and RFP / Contract is not valid until contract is awarded by Commissioners Court (when applicable) signed by County Judge and Purchase Order is issued.

# **CHECKLIST**

Items checked below represent components which comprise this RFP proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this RFP/proposal. Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately. It is the Offeror's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your RFP packet.

- Cover Sheet**  
Your company name, address and your signature (**IN INK**) should appear on this page.
- Instructions to Proposers**  
You should be familiar with all of the Instructions to Proposers.
- Special Requirements**  
This section provides information you must know in order to make an offer properly.
- Specifications / Scope of Work**  
This section contains the detailed description of the product/service sought by the County.

## **Attachments**

- Attachments A, B, C, D, E, F, G, H, I, J, K**  
Be sure to complete these forms and return with packet.

## **Other - Final reminders to double check before submitting RFP**

- Is your RFP sealed with RFP #, title, Proposer Name, & return address, on outside?
- Did you complete, sign, and submit page 1?
- Did you complete and submit attachments A, B, C, D, E, F, G, H, I, J, K?
- Did you provide the number of copies as required on the cover page?
- Did you visit our website for any addendums?

<https://www.cameroncountytexas.gov/purchasing-bids-rfpq-addms-tabs/>

If not interested in responding to this RFP, please let us know your reasons for deciding not to respond and e-mail them to: [purchasing@co.cameron.tx.us](mailto:purchasing@co.cameron.tx.us)

## INSTRUCTIONS FOR SUBMITTING RFPS

These General Instructions apply to all offers made to Cameron County, Texas (herein after referred to as “County”) by all prospective vendors (herein after referred to as “Proposers”) on behalf of Solicitations including, but not limited to, Invitations to RFP and Requests for Proposals.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your RFP with all appropriate supplements and/or samples. Prior to returning your sealed RFP response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing web at:

<https://www.cameroncountytexas.gov/purchasing-bids-rfpq-addms-tabs/>

Addendums Column (updated Addendums). These Addendums must be signed and returned with your RFP in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Annual award information can be accessed at:

<https://www.cameroncountytexas.gov/purchasing-bids-rfpq-addms-tabs/>

**GOVERNING FORMS:** In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Cameron County’s interpretation shall govern.

**GOVERNING LAW:** This invitation to RFP is governed by the competitive RFP requirements of the County Purchasing Act, Texas Local Government Code, §262.021 et seq., as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Cameron County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions result in a change or addition to this RFP, the Change(s) and addition(s) will be forwarded to all vendors involved as quickly as possible in the form of an addendum. Verbal changes to RFP’s must be backed-up by written addendum or written Q/A clarifications which would be posted on County Purchasing Web site. Without written Addendum or written Q / A clarification, verbal changes to RFP will not apply.

Sign the Vendor’s Affidavit Notice and complete answers to Attachments A, B, C, D, E, F, G, H, I, J, K and return all with your RFP.

### **CONFLICT OF INTEREST QUESTIONNAIRE:**

**For all persons and business entities doing business with Cameron County:**

**This questionnaire must be submitted with the response to this RFP and filed in accordance with chapter 176 of the Local Government Code by a persons and business entities doing business with Cameron County. By law this questionnaire must be filed with the records administrator of the Cameron County Clerk’s office not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed.** See Section 176.006, Local Government Code.

A person (or entity or both) commits an offense if the person violates Section 176.006, Local Govt. Code.

A vendor commits an offense if the vendor:

- (1) is required to file a conflict of interest questionnaire under Section 176.006; and
- (2) either:
  - (A) knowingly fails to file the required questionnaire with the appropriate records administrator not later than 5 p.m. on the seventh business day after the date on which the vendor becomes aware of the facts that require the filing of the questionnaire; or
  - (B) knowingly fails to file the required questionnaire with the appropriate records administrator not later than 5 p.m. on the seventh business day after the date on which the vendor becomes aware of an event that would make a statement in a questionnaire previously filed by the vendor incomplete or inaccurate.

Under Section 176.013, Local Government Code, an offense under this section is (1) a Class C misdemeanor if the contract amount is less than \$1 million or if there is no contract amount for the contract; (2) a Class B misdemeanor if the contract amount is at least \$1 million but less than \$5 million; or (3) a Class A misdemeanor if the contract amount is at least \$5 million.

Please review this entire document. If for any reason there is any information to disclose, relative to any questions in this Conflict of Interest form, you must file with County Clerk's Office subject to above instructions.

**The form can be downloaded at the following web site:**

[https://www.cameroncounty.us/wp-content/uploads/Purchasing/docs/Conflict\\_of\\_Interest\\_Questionnaire\\_New\\_2015\\_.pdf](https://www.cameroncounty.us/wp-content/uploads/Purchasing/docs/Conflict_of_Interest_Questionnaire_New_2015_.pdf)

**DISCLOSURE OF INTERESTS:**

This questionnaire must be filed with the records administrator (County Clerk's Office) of the local government and no later than the 7<sup>th</sup> business day after the person becomes aware of facts that require this statement to be filed. Cameron County, Texas requires all persons or firms seeking to do business with the County to **provide the following information if the person becomes aware of facts that require this statement to be filed.** Every question must be answered. If the question is not applicable, answer with "N/A."

Please review this entire document. If for any reason there is any information to disclose, relative to any questions in this disclosure of interest form, you must file with County Clerk's Office subject to above instructions.

**The form can be downloaded at the following web site:**

<https://www.cameroncounty.us/wp-content/uploads/Purchasing/CIS.pdf>

**TEXAS ETHICS COMMISSION FORM 1295**

All RFPs prior to award or award of Contract by Commissioner's Court will require that the Texas Ethics Commission (TEC) Form 1295 Electronic (on line) Vendor filing procedure be completed by Vendor.

All Vendors being recommended to Commissioners Court for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This Certification Form 1295 must be electronically submitted, printed and notarized. Notarized form must be emailed or delivered to County Purchasing Department making the request for form. This process must be completed prior to Commissioners Court Agenda for approval consideration of RFP award. There is no charge for this TEC online process.

Texas Ethics Commission (TEC) Form 1295 must be completed (by firm - on line "New Form 1295 Certificate of Interested Parties Electronic Filing Application" Site at:

<https://www.ethics.state.tx.us/filinginfo/1295/>

If any Vendors have questions as to TEC Form 1295 visit the County Purchasing Web site left column tab "Vendor – TEC Form 1295" for more information. TEC Web site links can be found at this location including Question / Answers and Video instructions.  
tab link:

[http://www.co.cameron.tx.us/administration/purchasing\\_department/index.php](http://www.co.cameron.tx.us/administration/purchasing_department/index.php)

**Respondents SHALL SUBMIT RESPONSES TO THIS RFP ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE RFP PACKET.** In the event of inclement weather and County Offices are officially closed on a RFO deadline day, RFP's will be received until 2:00 p.m. of the next business day. Qualifications will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3<sup>rd</sup> Floor – Room # 345 (as per Purchasing Dept. time clock).

RFPs SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

PROPOSERS MAY ATTEND PUBLICLY HELD COMM COURT MEETING FOR AWARD OF THIS SOLICITATION. All responding bidders/ proposers are welcome to attend the publicly held Commissioners Court meeting relative to the outcome / award of this solicitation. Court Meeting agenda date and times may be obtained at the following web site: <http://www.co.cameron.tx.us/judge/agenda.htm>

SUCCESSFUL VENDOR WILL BE NOTIFIED BY MAIL. All responding vendors will receive written notification regarding the outcome of the award.

PLEASE NOTE CAREFULLY

THIS IS THE ONLY APPROVED INSTRUCTION FOR USE ON YOUR RFP. ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF RFP. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. **ORIGINAL AND SEVEN (7) COPIES OF RFP's MUST BE SUBMITTED.** Each RFP shall be placed in a separate envelope completely and properly identified with the name and number of the RFP. RFP's must be in the Purchasing Department BEFORE the hour and date specified.
2. RFP's MUST give full firm name and address of the Proposer. Failure to manually sign RFP will disqualify it. Person signing RFP should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT.
3. RFP's CANNOT be altered or amended after deadline time. Any alterations made before deadline time must be initiated by Proposer or his authorized agent. No RFP can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.
4. The County is exempt from State Sales Tax and Federal Excise Tax. DO NOT INCLUDE TAX IN RFP. Cameron County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.
7. Written and verbal inquires pertaining to RFP's must give RFP Number and Company.
8. NO substitutions or cancellations permitted without written approval of Purchasing Agent.
9. The County reserves the right to accept or reject all or any part of any RFP, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total RFP.
10. This is an RFP inquiry only and implies no obligation on the part of Cameron County.
12. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by Cameron County.
13. Partial RFP's will not be accepted unless awarded by category or line item. **To be awarded by total RFP.**
14. It is expected that the Proposer will meet all state and federal safety standards and laws in effect on the date of the RFP for the item(s) being specified, and the particular use for which they are meant.

ALTERING RFP: Any interlineations, alterations, or erasures made before opening time must be initialed by the Respondent, guaranteeing authenticity.

WITHDRAWAL OF RFP: An RFP may not be withdrawn or cancelled by the Respondent without the written acknowledgement of the County for a period of (60) days following the date designated for the receipt of RFP, and Respondent so agrees upon submittal of Respondent's response to the RFP.

ORAL CHANGES: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated of this RFP. All changes to this RFP will be made in writing by the Cameron County Purchasing Department.

CONFLICT OF INTEREST: No public official shall have an interest in this RFP except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The Respondent shall not offer or accept any gifts or anything of value nor enter into any business agreement with any employee or agent of Cameron County.

ADDENDA: Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in Cameron County Purchasing Department. Addenda will be posted to the purchasing Bids web site in the Addm column. Respondents shall acknowledge receipt of all addenda in writing.

SUCCESSFUL RESPONDENTS, UPON ENTERING INTO AN AGREEMENT WITH THE COUNTY, SHALL BE REQUIRED TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS CAMERON COUNTY AND ALL ITS

OFFICERS, AGENT, EMPLOYEES FROM ALL SUITS, ACTIONS, OR OTHER CLAIMS OF ANY PERSON, PERSONS, OR PROPERTY ON ACCOUNT OF NEGLIGENT ACT OR FAULT OF THE SUCCESSFUL RESPONDENT.

NOTICE: Any notice provided by this RFP or required by Law to be given to the successful Respondent by Cameron County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Brownsville, Texas by Registered or Certified mail sufficient postage affixed thereto, addressed to the successful Respondent at the address so provided: this shall not prevent the giving of actual notice in any other manner.

VENUE: Any agreement arising out of this RFP will be governed by and construed in accordance with the laws of the State of Texas. The obligation and undertaking of each of the parties to this RFP shall be performable in Cameron County, Texas.

**INVOICES AND PAYMENTS:** (a) Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery or service is rendered. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight weigh bill when applicable, should be attached to the invoice. Mail to: Cameron County, ATTN: Auditor's Office, **1100 E. Monroe St, 3<sup>rd</sup> Floor**, Brownsville, Texas 78520. Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Finance Department advised of any changes in your remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer. (c) Do not include Federal Excise, State or City Sales Tax. County shall furnish tax exemption certificate if required.

Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for good and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Cameron County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Services.

Proposer shall submit two (2) copies of an itemized invoice showing RFP number and purchase order number to:

**CAMERON COUNTY AUDITOR  
ACCOUNTS PAYABLE  
1100 E. Monroe St, 3<sup>rd</sup> Floor,  
BROWNSVILLE, TEXAS 78520**

Please note that any payment due under this RFP award will be applied towards any debt, including but not limited to delinquent taxes that is owed to Cameron County.

**PAYMENT DISCOUNT:** Indicate the payment discount (s) available depending on the when invoices are paid. For example, 1/30 means a 1% discount if paid within 30 days, 2/15 means a 2% discount if paid within 15 days, etc.

Payment in full will be made within thirty (30) days of delivery, inspection, and receipt of invoice.

All costs quotations must include all the various features needed to satisfy the requirements. Note: No amounts will be paid for the items in this RFP in excess of the amounts quoted.

## **EXECUTIVE SUMMARY**

*Format and content – please include in your RFP as part of your cover the following:*

### ***Executive Summary ( 2 pages max. )***

Summary of RFP as submitted

### ***Introduction ( 2 pages max. )***

RFP must include confirmation that the firm will comply with all of the provisions in this RFP. If exceptions will be taken it should be so noted. RFP must be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their RFP may cause their RFP to be determined to be non-responsive and the RFP may be rejected. Include the following: *Firm's Name, Address, Phone #, Contact Name, Phone #, Email address.*

### ***Understanding of the Project ( 1 page max. )***

Offerors must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

### ***Methodology Used for the Project ( 1 page max. )***

Proposers must provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet Cameron County's project schedule.

### ***Management Plan for the Project ( 1 page max. )***

Offerors must provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet Cameron County's project schedule.

### ***Experience and Qualifications ( 2 pages max. )***

Provide list specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

### ***RFP Cost Proposal ( 1 page max. )***

Proposer's cost RFPs must include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

### ***Evaluation Criteria ( 2 pages total max. for all criteria )***

Explain your firm's strengths/advantages as they pertain to each of the Evaluation Scoring criteria. Note each criteria separately with explanation for each.

**CAMERON COUNTY  
REQUEST FOR PROPOSALS  
RFP # 220901**

**457 Plan Recordkeeping, Administration & Participant Services**

Cameron County is requesting proposals for qualified vendors/firms that can adequately demonstrate resources, experience, and qualifications necessary to provide plan administration and recordkeeping services and employee education services for the 457 (b) Deferred Compensation Plan for the employees of Cameron County.

**EVALUATION AND SELECTION CRITERIA**

**WEIGHTED QUANTITATIVE SCORING:**

Each Vendor will be assigned a score of 0 - 4 by each evaluator for each criteria.

- 4 = Very good / Exceeds expectations
- 3 = Above expectations
- 2 = Meets expectations
- 1 = Does not meet expectations
- 0 = Non-responsive

Evaluators' score by category will be multiplied by the assigned weight for each criteria by Vendor then totaled.

Once RFP's are reviewed and scored, a short list will be compiled. Interviews may be conducted with Vendors determined by total score rankings. Additional information may be required at that time. Negotiations will begin with the Vendors selected for the project. Commissioners Court will make the final selection and possible approval of the contract.

The proposals received will be evaluated and ranked according to the following criteria:

<i>Criteria</i>	<i>Maximum Points</i>
Cost	30
RFP Response	30
Service Center & Online Tools	20
<u>Presentation</u>	<u>20</u>
Total	100

**I. Additional Information:**

Cameron County is an Equal Opportunity Employer and expressly reserves the right to negotiate with any respondent, extend the proposal deadline, reject any or all proposals, and waive informalities.

Questions regarding the County's RFP requirements and procedures should be referred to the County's Purchasing Department at 956-544-0871.



# Cameron County, Texas

9/1/2022



## **REQUEST FOR PROPOSAL 457(b) Deferred Compensation Plan Recordkeeping and Administration**

The County of Cameron, Texas is soliciting proposals from qualified plan administrators to provide recordkeeping, administrative, compliance, and participant education services for its 457(b) Deferred Compensation Plan. Please carefully review all proposal submission requirements stated in this request for proposals (RFP) document.

The County has contracted with Retirement Plan Advisors (RPA), a federally Registered Investment Adviser, to assist in the RFP process, transition, and ongoing monitoring of the plan as well as consulting and advisory services.

Questions, for clarification purposes, must be submitted via email to Michael Forbes at [mforbes@co.cameron.tx.us](mailto:mforbes@co.cameron.tx.us). All questions must be submitted by email by 11:00 a.m. Central on September 19, 2022. Please copy [purchasing@camerontexas.com](mailto:purchasing@camerontexas.com) on all email correspondence.

NOTE: This RFP and questionnaire constitutes Phase I of our selection process, and is an initial effort to understand your firm's experience, capabilities, and pricing. If selected as a finalist, your firm may be asked to provide additional information and detail during Phase II of this process.

Cameron County reserves the right to amend this solicitation, to reject any and all proposals, or take no action on the RFP.

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## **I. Plan Background Information**

Cameron County, Texas is the southernmost county in the state of Texas. It comprises the Brownsville-Harlingen, TX metropolitan statistical area as well as the Brownsville-Harlingen-Raymondville combined statistical area, which itself is part of the larger Rio Grande Valley region. Cameron County has approximately 1,700 full-time employees.

In order to recruit and retain qualified personnel, it is important for Cameron County to offer competitive retirement benefits. Retirement offerings are comprised of a mandatory defined benefit plan and a voluntary supplemental 457(b) deferred compensation plan. The 457(b) plan is offered by Cameron County (Plan Sponsor) to its employees in addition to the TCDRS (Texas County & District Retirement System) Defined Benefit Plan.

The defined benefit contribution formula consists of a mandatory employee contribution of 7% to TCDRS and has an eight-year vesting schedule. The rate of return is 7%. Employees are eligible for benefits at age 60 with eight years of service, or at any age with 30 years of service or age and service equaling 75 years.

The 457(b) deferred compensation plan is a pivotal supplemental savings vehicle to ultimately improve retirement readiness and monthly income in retirement. This plan is presently administered by four different recordkeepers.

Retirement Plan Advisors, LLC (RPA) is a 3(38) fiduciary at the group level for investment selection, monitoring, and discretionary changes to the fund lineup. The majority of the investments are in mutual funds, with balances in the fixed account across three of the four vendors.

Optimal plan design should offer an institutional fund lineup, a competitive fee schedule, and the ability to house an advisor 3(38) open-architecture fund lineup. Revenue sharing should be avoided; if there are any revenue-sharing funds, all revenue should be returned to the participants.

The 457(b) plan is overseen by the Cameron County Retirement Plan Advisory Committee (Committee).

Cameron County has retained RPA to provide plan investment advice and consulting services.

*Please include participant enrollment education services in your proposal. It is crucial that your licensed representative is bilingual and resides in the South Texas geographical region. An acumen for articulating the importance of enrolling in the 457(b) plan and increasing participation in the plan is a requirement.*

### **Plan Statistics (as of 6/30/2022)**

*Cameron County 457(b) Deferred Compensation Plan*

Number Eligible Employees: **1,700**

Total Participants with Account Balances: **296**

Total Participants Contributing: **77**

Total Annual Contributions in 2021: **\$120,934**

Total Number of Participants with Loans: **36 (12% of participants)**

Total Plan Assets as of 3/31/22: **\$4,844,167.81**

Average Participant Balance as of 3/31/22: **\$16,365**

Total Plan Assets in the Fixed Account: **\$1,876,000**

NOTE: We give providers the flexibility to propose either traditional fixed accounts or stable value as long as they disclose their discontinuance provisions. Please keep in mind the current providers have MVAs, spread provisions, and individual participant surrender charges on fixed assets.

### **Proposal Assumptions**

1. Cameron County intends to award a five (5)-year contract.
2. Vendors will provide an option with a tiered pricing structure on increasing assets.

## II. Submission Guidelines & Timetable

In response to this RFP, two (2) identical PDF files should be sent electronically to [mforbes@co.cameron.tx.us](mailto:mforbes@co.cameron.tx.us) and [purchasing@cameroncounty.com](mailto:purchasing@cameroncounty.com) by 11 a.m. Central on October 4, 2022.

If the PDF file is too large for email, you may submit the electronic version on a thumb drive by 11 a.m. Central on October 4, 2022 to Michael Forbes, Purchasing Agent, Cameron County, 1100 East Monroe Street, Brownsville, TX 78520.

September 5, 2022	RFP issued
September 19, 2022	Proposer questions due by 4 p.m. Central
Targeting September 26, 2022	Responses to questions submitted by proposers
October 4, 2022	Proposals due by 11 a.m. Central
Targeting October 18, 2022	Finalist interviews (if applicable)
Targeting November 1, 2022	Contract award

### **III. Minimum Requirements**

Proposer is asked to confirm in your submission's cover letter that you meet or agree to meet all the requirements of this RFP. In the event the proposer is not able to meet the minimum requirements, please detail in your cover letter which requirement(s) you are unable to meet.

1. Minimum five (5) years' experience providing recordkeeping and administration for governmental deferred compensation plans, including non-ERISA public sector 457(b) and 401(a) retirement plans contracts, with at least ten (10) plans of similar size and demographics as Cameron County's plan.
2. Currently have a minimum of \$10 billion in retirement plan assets under administration for governmental deferred compensation plans.
3. Agree to disclose all revenues and expenses relating to the plan and its investment options, including fund revenue sharing, reimbursements, and fixed account/stable value expenses.
4. Ability to provide a true fee-levelized platform where any revenue share received can be returned to the participant(s) invested in the fund providing the revenue.
5. Ability to deduct plan expenses from participant accounts prorated by account balances (full fee transparency).
6. Ability to allow plan-level access to and work closely with Retirement Plan Advisors (RPA) so they can effectively provide plan sponsor support and advisory services.
7. Provide (and be able to administer) compliant governmental plan documents, and assist in maintaining Internal Revenue Code-compliant plan documents, amendments, future restatements, and legal support for the plan.
8. Conduct an SSAE 18 Audit, or a similar audit requirement, at least annually and make the results of such review available to Cameron County and the plan's Registered Investment Adviser.
9. Successful bidder agrees to cooperate and provide information/data/files to any audit/audit data request from Cameron County or any contractor Cameron County contracts with throughout the contract period.
10. Agree all information pertaining to the plan and its participants is the sole property of the Plan Sponsor, and all information will remain confidential and will not be used or transmitted to anyone for any purposes whatsoever, except as required to conduct plan operations.
11. Guarantee your fixed required revenue price quote for 180 days from submission.
12. Agree to meet Cameron County's insurance and indemnification requirements.
13. The successful bidder agrees, upon plan conversion, to cover the \$35,000 cost for RFP and transition expenses and should include that cost in their pricing proposal.

**IV. Questionnaire**

1. Please provide your organization’s name, address, and telephone number(s). Provide your organization’s contact person for this RFP.
2. Has your firm been cited, reprimanded, or threatened with citation by any state or federal regulators for violations of any laws or impending regulations within the last five (5) years? If so, please describe.
3. Has your firm been involved in any litigation in the last five (5) years or is there any pending litigation arising out of your performance? If so, please provide a detailed explanation.
4. If applicable, detail your firm’s credit ratings (A.M. Best, Fitch, Moody’s, and Standard & Poor’s) for each of the last five (5) years starting with the current year. Have there been any upgrades or downgrades of your credit ratings in the past two (2) years? If so, please explain.
5. Describe any pending agreements to merge or sell your firm, if applicable.
6. Please provide a brief history and description of your firm’s governmental retirement plan services. Please limit your answer to no more than two (2) pages.
7. How many governmental defined contribution or deferred compensation plans do you currently administer? What are the total assets and number of participants in these public sector retirement plans? Additionally, please complete the table below.

<b>Plan Asset Base</b>	<b>Number of Governmental 457(b) Plans</b>	<b>Number of Governmental 401(a) Plans</b>	<b>Number of Non-Governmental Plans [401(k), 403(b), etc.]</b>
Under \$10 Million			
\$10 Million-\$50 Million			
\$50 Million-\$100 Million			
Over \$100 Million			

8. Describe your firm’s plan recordkeeping, administration, and compliance services. Please be sure to cover contribution processing, withdrawals (payouts, loans, and hardships), beneficiary tracking, transaction processing, etc. Please limit your answer to no more than five (5) pages.
9. Do you have a licensed representative that resides in South Texas and is bilingual?
10. Can your firm commit to monthly onsite meetings in Cameron County?
11. How does your firm increase participation in plans with low participation rates?
12. Please confirm whether your recordkeeping system default for statements is electronic or physical statements? If electronic, can participants opt in to paper statements?

13. Describe any services you believe will distinguish your firm. Include examples (or links) of any web- and/or mobile-based educational, guidance, and financial wellness tools and materials available. Please limit your answer to no more than five (5) pages.
14. Plan transition and implementation:
- a. Please describe your plan transition services.
  - b. Provide a timeline of the plan conversion and implementation.
  - c. If your firm is selected, who will be the account manager for the plan both during the transition and on an ongoing basis? Will they be assisted by other individuals? Please provide a bio for each person assigned to our plan.
  - d. How many plans does your typical account manager handle?
  - e. How many plans does the education specialist handle?
15. Investment options:
- a. Do you offer an open-architecture mutual fund platform?
  - b. How many funds are currently available on your platform? What restrictions, if any, are there to add funds to your platform?
  - c. Do you have the ability to offer custom model portfolios or a similar service?
  - d. Can you support custom Target Date Funds? If so, how many?
  - e. Can you recordkeep and administer managed accounts when portfolio management is done by a third party (not your firm)?
  - f. General account and/or stable value offering: Please describe the type of fixed/stable value option you are proposing (stable value, general account, separate account, etc.).
  - g. What is your 3Q2022 net credit interest rate?
  - h. Provide a five (5)-year history of credited rates by quarter.
  - i. What, if any, plan-level restrictions, discontinuance provisions, or fees may apply to your fixed offering? Please describe in detail.
  - j. Provide the credit quality, sector allocation, and duration of the offering. Is it guaranteed for principal and interest? If so, what are the guarantees?
  - k. If you are providing principal and interest guarantees, are the assets of the fixed offering a part of your firm general assets and is the guarantee provided by your firm or a third party?
  - l. Will your firm recordkeep an investment-only fixed/stable value option offered by another investment manager? Will this impact your price proposal?
16. Respondents are encouraged to describe what distinguishes your firm from your competitors. Please limit your response to two (2) pages.
17. Please describe your auditor services and what your process is for collaborating with the plan's auditor.



## **V. Fee Proposal**

Cameron County is seeking a fee-levelized fixed required revenue pricing structure.

### **Pricing Assumptions**

- a. Cameron County is seeking a single recordkeeper for the 457(b) plan.
- b. The 457(b) plan assets are currently subject to individual participant surrender charges and a market value adjustment or spread provision on the fixed assets. The estimated termination fees total approximately \$15,000.
- c. The successful bidder agrees, upon plan conversion, to cover the \$35,000 cost for RFP and transition expenses and should include that cost in their pricing proposal.

### **Pricing Questions**

1. What is your firm's fixed revenue requirement assuming a five (5)-year contract and *no* proprietary funds?
2. What are your firm's various revenue requirements on increasing tiered assets assuming a five (5)-year contract and no proprietary funds?
3. What is your firm's fixed revenue requirement assuming a five (5)-year contract *with the inclusion of* your firm's fixed/general account and/or stable value offering?\_
4. What are your firm's various revenue requirements on increasing tiered assets assuming a five (5)-year contract with the inclusion of your firm's fixed/general account and/or stable value offering?

**REFERENCES**

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this RFP.

**REFERENCE ONE**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**REFERENCE TWO**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**REFERENCE THREE**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**THIS FORM MUST BE RETURNED WITH YOUR RFP**

**Attachment B – Please provide the following mandatory information.**

Contact Name:

Contact Phone:

Contact Email:

Contract Period in Years:

Fee with Stable Value:

Fee with No Stable Value:

Current Fixed Rate:

GIA or Stable Value:

Fee Managed Accounts:

SDBA Vendor:

Fee – SDBA Setup & Annual:

Fee – Loans Setup & Annual:

Fee – Wire Fee:

Fee – ODRS Approval Services:

Fee – Distribution:

Fee – In-Service Withdrawals:

Beneficiary Forms – Track & Administer:

Plan Document Services Included (Yes/No):

Fee – Plan Document Services:

MVA or 12-Month Put:

Principal Guarantee:

Fund Open Architecture:

Fee – Transition Out:

Fee – Mailing:

Allow Online Deferral Changes:

Participant Statements Default (Mail/Online):

**THIS FORM MUST BE RETURNED WITH YOUR RFP**

## **Attachment C – Technology Services & Cybersecurity**

1. List your website address and describe the features and services available through your site not previously addressed above. Please provide a demo account for the plan and participant sites.
2. Do you provide a mobile app? If so, please describe its features and services. Can you provide a demo download and account?
3. Do you provide online enrollment capabilities? What is needed from Cameron County to accommodate online enrollment?
4. Please describe in detail how you protect plan and participant data?
5. How are systems and applications configured to allow access only to authorized individuals? Please detail your user authentication protocols.
6. Do you utilize multi-factor authentication? If so, is it optional or mandatory for participants to access their account on the web or through a mobile device?
7. Does your firm conduct annual internal and external penetration tests? Is it done internally or by a third party? What were the most recent results of the last external penetration test?
8. When sensitive information is transferred to external recipients (e.g., Cameron County), what controls are in place to protect when transferred?
9. Have you had a data breach in the past five (5) years? If so, please describe the occurrence in detail, including corrective action taken.
10. What guarantees and protections will you offer Cameron County and its employees in the event of a data breach of plan and/or participant data?
11. Will you indemnify Cameron County, the plan, and its participants for any fraudulent withdrawal from a participant account?



**Attachment D**

**AFFIDAVIT**

The undersigned certifies that the RFP prices contained in this RFP have been carefully checked and are submitted as correct and final and if RFP is accepted (within 90 days unless otherwise noted by vendor), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

**STATE OF TEXAS  
COUNTY OF CAMERON**

BEFORE ME, the undersigned authority, A Notary Public in and for the State of Texas, on this day personally appeared

\_\_\_\_\_ who, after having first been duly sworn, upon oath did depose and say;

That the foregoing RFP submitted by \_\_\_\_\_ hereinafter called "Proposer" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Proposer affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this RFP in collusion with any other Proposer. The Proposer is not a member of any trust, pool, or combination to control the price of products or services RFP on, or to influence any person to RFP or not to RFP thereon. I further affirm that the Proposer has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted RFP. The contents of this RFP as to prices, terms or conditions of said RFP have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFP.

Name and Address of Proposer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone number \_\_\_\_\_

Fax number \_\_\_\_\_

\_\_\_\_\_

Signature  
Name: \_\_\_\_\_

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

SWORN TO AND SUBSCRIBE BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

***THIS FORM MUST BE RETURNED WITH YOUR RFP***

**Attachment E**

**RESIDENCE CERTIFICATION**

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Cameron County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) “Nonresident Proposer” refers to a person who is not a resident.
- (4) “Resident Proposer” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Y I certify that \_\_\_\_\_ is a Resident  
(Company Name)

Proposer of Texas as defined in Government Code §2252.001.

Y I certify that \_\_\_\_\_ is a Nonresident  
(Company Name)

Proposer as defined in Government Code §2252.001 and our principal place of business is  
\_\_\_\_\_  
(City and State)

***THIS FORM MUST BE RETURNED WITH YOUR RFP***



**Attachment F**

**CAMERON COUNTY EXPRESSLY REQUESTS THAT BIDDERS / PROPOSERS NOT DISCUSS THIS ENGAGEMENT OR THIS BIDDER'S / PROPOSER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER BIDDERS / PROPOSERS OR ANY MEMBER OF COMMISSIONERS' COURT, ANY COUNTY OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY COMMISSIONERS COURT. EXCLUDED ARE PRE-BID OR PRE-PROPOSAL CONFERENCES, EVALUATION COMMITTEE SCHEDULED VENDOR PRESENTATIONS OR VENDOR INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS. YOU MAY CONTACT THE PURCHASING AGENT /PURCHASING DEPARTMENT AT ANY TIME.**

**FROM RFP OPENING DATE THROUGH COMMISSIONERS COURT MEETING FOR SELECTION, VENDORS WILL NOT APPROACH THE COUNTY JUDGE OR COMMISSIONERS TO DISCUSS MATTERS PERTAINING TO THIS RFP.**

- 01. Has any individual with the firm submitting this Proposal/Bid/Response made any contact with any member of Commissioners Court, any County Official, or an Evaluation Committee member concerning this Invitation to RFP, other than questions to the Assistant County Auditor/Purchasing Officer?

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- 02. Has any individual with the firm submitting this Proposal/Bid/Response made any contact with any other Bidder or Proposer concerning this Invitation to RFP?

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\_\_\_\_\_  
Signature of person submitting this Bid

\_\_\_\_\_  
Date

***THIS FORM MUST BE RETURNED WITH YOUR RFP***

**Attachment G**

ORDER NO. 2007O2005

THE STATE OF TEXAS       §  
  §  
COUNTY OF CAMERON       §

**ORDER ADOPTING CONTRACTING RULES  
FOR PERSONS INDEBTED TO COUNTY**

**WHEREAS**, pursuant to V.T.C.A., Local Government Code, Section 262.0276, a commissioners court is authorized to adopt rules permitting a county to refuse to enter into a contract or other transaction with a person indebted to the county;

**WHEREAS**, the Commissioners Court of Cameron County finds it is in the best interest of Cameron County to adopt such rules;

**NOW THEREFORE, BE IT ORDERED** by the Commissioners Court of Cameron County, that the following rules be adopted regarding Cameron County and persons interested in doing business with Cameron County:

1. Cameron County may refuse to enter into a contract or other transaction with a person with a past due debt to Cameron County, including delinquent ad valorem taxes, even if the person is the lowest bidder or successful proposer; and
2. For purposes of this Order, a debt is past due if it is not received in the County Treasurer’s Office by the due date in a written agreement or notice, and ad valorem taxes are past due if not received in the County Tax Assessor/Collector’s Office by February 1<sup>st</sup> following the January 1<sup>st</sup> on which the ad valorem taxes are due.
3. For purposes of this Order, a person includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with Cameron County requiring approval by the Commissioners Court.

**ADOPTED this 13 day of March, 2020**

Taxpayer Identification Number (T.I.N.): \_\_\_\_\_

Cameron County Acct #'s: Real Estate \_\_\_\_\_ Personal Property \_\_\_\_\_

01. Is the person or the firm submitting this RFP current with all local and State taxes?

\_\_\_\_\_

\_\_\_\_\_  
Signature of person submitting this RFP

\_\_\_\_\_  
Date

***THIS FORM MUST BE RETURNED WITH YOUR RFP***

## Attachment H

### Certification Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Company Name:

Signature:

Print Name: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_

If the Bidder / Proposer is unable to certify to all of the statements in this Certification, such Bidder / Proposer should attach an explanation to this Bid / Proposal.

***THIS FORM MUST BE RETURNED WITH YOUR RFP***

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

**For vendor doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

**OFFICE USE ONLY**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001 (1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

Date Received

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1. Name of vendor who has a business relationship with local governmental entity.

2.  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3..  Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer services as an officer or director, or holds an ownership interest of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4.

Signature of vendor doing business with the governmental entity

Date

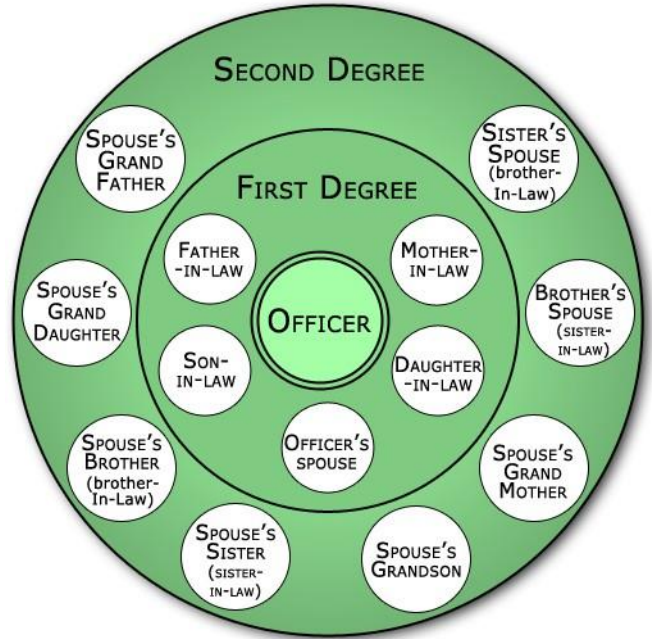
## NEPOTISM CHART

The chart below shows

- **Affinity Kinship** (relationship by marriage)
- **Consanguinity Kinship** (relationship by blood) for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025

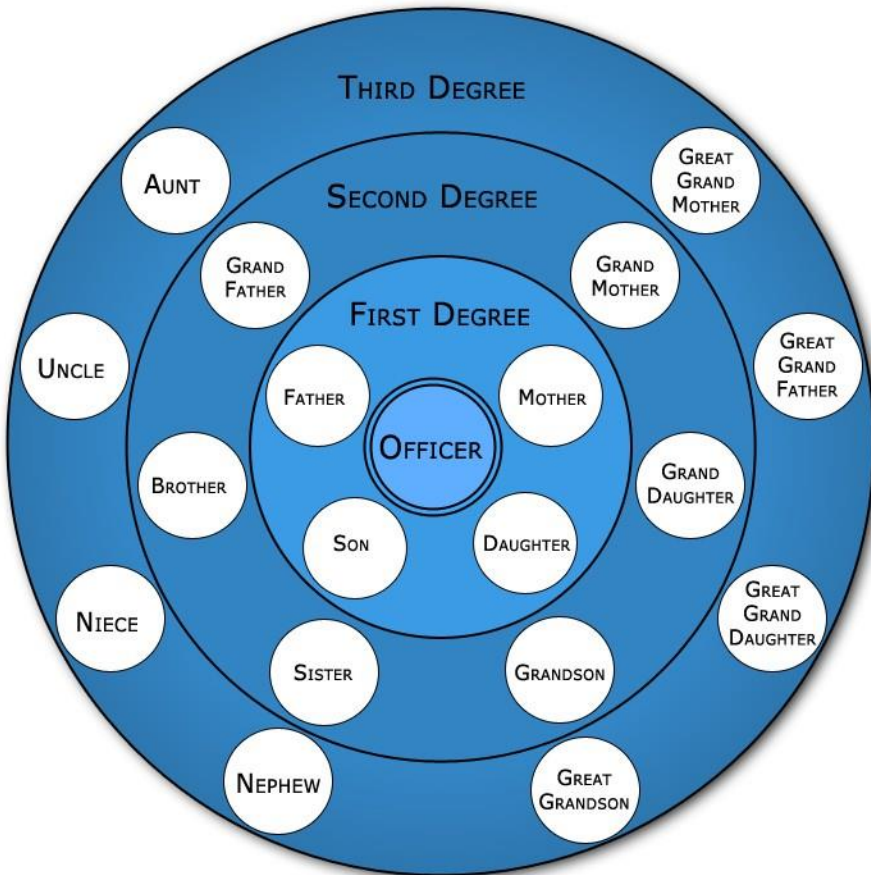
### AFFINITY KINSHIP

Relationship by Marriage



### CONSANGUINITY KINSHIP

Relationship by Blood



**Attachment J**

**DISCLOSURE OF INTERESTS**

**MUST BE FILLED OUT AND SUBMITTED WITH THE BID/RFI/RFO  
IF DISCLOSING: BIDDER / PROPOSER MUST ALSO FILE WITH THE COUNTY CLERK’S OFFICE  
THE PURCHASING DEPT. WILL NOT BE FILING ON THE BIDDER’S BEHALF**

Cameron County, Texas requires all persons or firms seeking to do business with the County to provide the following information. Every question must be answered. If the question is not applicable, answer with “N/A.” By law this questionnaire must be filed with the records administrator (County Clerk’s Office) of the local government.

Date \_\_\_\_\_

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

FIRM is: 1. Corporation (    )                      2. Partnership (    )                      3. Sole Owner (    )  
                    4. Association (    )                      5. Other (    ) \_\_\_\_\_

**DISCLOSURE QUESTIONS**

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each “employee, elected official, or member of Commissioners Court” of Cameron County having Substantial Interest in Business Entity **Local Govt. Code 171.002**

**DISCLOSURE OF INTERESTS (CONTINUED)**

- a) For purpose of this chapter, a person has a substantial interest in a business entity if:
  - (1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or
  - (2) funds received by the person from the business entity exceeds 10 percent of the person’s gross income for the previous year.
- b) A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.
- c) A local public official is considered to have a substantial interest under this section if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a substantial interest under this section.

Name	Title	Department

**CERTIFICATE**

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the Cameron County as changes occur.

Certifying Person: \_\_\_\_\_ Title: \_\_\_\_\_  
 (Type or Print)

Signature of Certifying Person: \_\_\_\_\_ Date: \_\_\_\_\_

***THIS FORM MUST BE RETURNED WITH YOUR RFP***

# Attachment K



## HOUSE BILL 89 VERIFICATION (REVISED)

I, \_\_\_\_\_,  
[Person Name]

the undersigned representative of \_\_\_\_\_  
[Company or Business Name]

(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, does hereby depose and verify that the Company named above, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not currently boycott the country of Israel; and
2. Will not boycott the country of Israel during the term of the contract with Cameron County, Texas.

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

**Date:** \_\_\_\_\_

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

**THIS FORM MUST BE RETURNED WITH YOUR RFP**



## **GENERAL TERMS & CONDITIONS (Requests for Proposals (RFPs))**

**ADDENDA:** If RFP specifications, terms or conditions are revised, the Cameron County Purchasing Department will issue an addendum addressing the nature of the changes and notify interested potential Proposers. Proposers must acknowledge receipt and consideration of any such changes by signing the addendum and including it in the RFP package containing the Proposer's submittal.

**ADVERTISING:** Unless otherwise required by law, Proposers to County RFPs shall not publish and shall keep confidential their intentions and actions respecting any response to the RFP.

**AWARD:** Cameron County may hold RFP responses for a period of up thru RFP award date. Cameron County reserves the right to reject any or all responses to RFPs. Cameron County reserves the right to award a contract, if any, based on the Proposer's response when compared to the EVALUATION CRITERIA (AS STATED IN THE RFP) and, in accordance with the laws of the State of Texas, reserves the right to waive any formality or irregularity, to make awards to more than one proposer. Commissioners Court reserves the right to determine the method and procedures for the final award of all RFPs at any time they may choose, regardless of the Point System used by the Evaluation Committee.

**BONDS:** If the contract that may be entered into with the County will likely require a performance guarantee or bond, the Purchasing Department will attach a separate page to the RFP explaining those requirements.

**CANCELLATION AND TERMINATION:** In any contract resulting from the RFP, the County shall have the right to cancel all or any part of the undelivered portion of the contract if (1) Proposer breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Proposer becomes insolvent or files for bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Cancellation of work hereunder shall be effected by the delivery to the Proposer of a "Notice of Cancellation of Undelivered Work" specifying the extent to which performance of work, including all goods and services, under the contract is cancelled and the date upon which such cancellation becomes effective.

The performance of work under any resulting contract may be terminated in whole, or in part, by the County in accordance with this provision. The County shall have the right to terminate all or any part of the contract if (1) the Proposer breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Proposer becomes insolvent or files for bankruptcy. Such right of termination is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Termination of work hereunder shall be effected by the delivery to the Proposer of a "Notice of Termination" specifying the extent to which performance of work, including all goods and services, under the contract is terminated and the date upon which such termination becomes effective.

**CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by mutual consent of the Proposer and the County.

**CONTRACT RENEWALS:** Contract Renewals must receive Commissioners Court approval. For contract renewal status and information, please contact Elisa Cisneros at 956-982-5405 e-mail: [Elisa.Cisneros2@co.cameron.tx.us](mailto:Elisa.Cisneros2@co.cameron.tx.us) Cameron County Purchasing Dept. or Dylbia Jeffries 956-550-1340 [djefferies@co.cameron.tx.us](mailto:djefferies@co.cameron.tx.us) at the Cameron County Civil Legal Division. Any price escalations are limited to those stated by the original contract terms. All contracts with a one (1) year renewal option require that the Proposer must notify Cameron County of any anticipated price increases in writing at least three months (90 calendar days) prior to the annual renewal award date unless otherwise specified within the specific provisions of the contract up for renewal. This allows the County sufficient time to find an alternative vendor if possible. If Proposer fails to notify the County within time noted it shall be assumed that there will be no price increase for the following year's award period if renewed. This procedure does not apply to any contract which allows for Open Market Price increases or Cost allowance increases.

**DISCRIMINATION:** In order to encourage fair employment practices, the Proposer agrees as follows: 1.) Proposer will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; 2) in all solicitations or advertisements for employees, the Proposer will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the Proposer will furnish such relevant information and reports as requested by the County for the purpose of determining compliance with these regulations; and 4) failure of the Proposer to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part as a result thereof.

**DISQUALIFICATION OF PROPOSER:** Upon submitting a response to this RFP, Proposer certifies that the Proposer has not violated the antitrust laws of this state codified in Texas Business and Commerce Code 15.01, *et seq.*, as amended, or the federal antitrust laws, and has not communicated directly or indirectly its RFP considerations, plan or response to any competitor or any other person engaged in such line of business. Any and all responses may be rejected if the County believes that collusion exists among the Proposers. If multiples are submitted by a Proposer and after all responses to the RFPs are opened one or more of the responses are withdrawn, the result will be that all of the responses submitted by that Proposer will be withdrawn; however, nothing herein prohibits a Proposer from submitting multiples for different products or services.

**EVALUATION:** All responses will be evaluated in accordance with law and reviewed to assure they are in the best interest of Cameron County. Evaluations shall be based on criteria bearing on price and performance of the items or services in the user environment. Any specific criteria section or sections identified elsewhere in this RFP may be evaluated by one or more evaluators once the basis and details of this process have been approved by the Purchasing Officer and acknowledged by the Evaluation Committee. Detailed information pertaining to this selective evaluation process is available to Proposers and the Commissioners Court upon request. Evaluation sheets and any summary of all responses are subject to review by the Cameron County Purchasing Department and Evaluation Committee's recommendation to Cameron County Commissioners Court. Compliance with all RFP requirements, delivery terms and needs of the using department are considerations in evaluating responses. Pricing is NOT the only criterion for making a recommendation (see criteria and relative importance of price and other evaluation factors, if any, specified elsewhere in this RFP). The Cameron County Purchasing Department reserves the right to contact any Proposer, at any time, to clarify, verify or request information with regard to that Proposer's response. The Cameron County Purchasing Department further reserves the right to hold negotiation discussions with any responsible Proposer determined to be reasonably susceptible of being selected for award in accordance with law.

**PROTEST PROCEDURES:** Procedure - This protest procedure is available to Proposers responding to this RFP and requesting a debriefing conference.

Debriefing Conference – A debriefing conference must be requested in writing to the Purchasing Department within five (5) business days from the date of the RFP award by the Cameron County Commissioners' Court. Debriefing questions must be submitted in writing to the Purchasing Department no later than two (2) business days before the scheduled date for the Debriefing Conference. These questions will be answered at the debriefing conference. Follow-up questions must be submitted (in writing) no later than one (1) business day after the date of the Debriefing Conference and answered no later than two (2) business days after the date of the Debriefing Conference. Follow-up answers will be sent via e-mail or fax (if e-mail not available). For RFPs, Proposers are given the opportunity to ask questions of the Evaluation Committee relative to their responses and the Committee's scores.

Protests are made: 1. To the Purchasing Department after the debriefing conference. Proposer protests shall be received, in writing, by the Purchasing Department within five (5) business days after the debriefing conference. 2. To the Protest Committee, only after the protest to the Purchasing Department was not satisfactorily resolved. Protests to the Protest Committee shall be made within five (5) business days after the Proposer has received notification from the County Purchasing Department of its decision.

Grounds for protest

1. Errors were made in computing the score.
2. The County failed to follow procedures established in the RFP, the Purchasing policy on acquisitions or applicable state or federal laws or regulations.

3. Bias, discrimination or conflict of interest on the part of an evaluator. Protests not based on these criteria shall not be considered.

Format and Content - Protesting Proposers shall include, in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Proposers shall, at a minimum, provide:

1. Information about the protesting Proposer; name of firm, mailing address, phone number and name of individual responsible for submission of the protest.
2. Information about the acquisition and the acquisition method.
3. Specific and complete statement of the County's action(s) being protested. 4. Specific reference to the grounds for the protest.
5. Description of the relief or corrective action requested.
6. For protests to the Protest Committee, a copy of the Purchasing Department's written decision on the protest.

Review Process:

1. Upon receipt of a Proposer's protest, the Purchasing Department shall postpone further steps in the acquisition process until the Proposer protest has been resolved.
2. The Department's internal protest review procedures consist of the following:
  - a) The Purchasing Department shall perform an objective review of the protest by individuals not involved in the acquisition protested. The review shall be based on the written protest material submitted by the Proposer.
  - b) A written decision will be delivered to the Proposer within five business days after receipt of the protest, unless more time is needed. The protesting Proposer shall be notified if additional time is necessary.

Final Determination:

The final determination shall:

1. Find the protest lacking in merit and uphold the agency's action; or
2. Find only technical or harmless errors in the agency's acquisition process, determine the agency to be in substantial compliance, and reject the protest; or 3. Find merit in the protest and provide the agency options which may include recommendations to a) correct its errors and reevaluate all proposals, and/or b) reissue the Proposer solicitation document; or c) make other findings and determine other courses of action as appropriate.

Protest Committee Review Process:

Protests to the Protest Committee may be made only for Protest Committee approved acquisitions, and only after review by County Purchasing Department. Protests of the decisions of County Purchasing Department shall be made by letter to the Protest Committee, who may establish procedures to resolve the protest. Protests shall be received by the Protest Committee within five business days after the decision of Purchasing Department in order to be considered. The Committee's decision is final, with no further administrative appeal available.

**FISCAL FUNDING:** A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include "fiscal funding out" clause. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the Proposer from the using department without penalty of any kind or form to Cameron County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the Proposer.

**GRATUITIES AND PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the County, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Attached and included in this RFP is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of Cameron County or County entities (if any such relationships exists) which must be filled out, attached and included with the RFP response. The County may, by written notice to the Proposer, cancel this contract without liability to Proposer if it is determined by County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent, or representative of the Proposer, to any officer or employee of Cameron County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performance of such a contract. In the event this contract is cancelled by County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the costs incurred by Proposer in providing such gratuities. Proposer guarantees that he has not retained a person to solicit or secure any contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Proposer for the purpose of securing business.

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION:** If Proposer is a Certified Historically Underutilized Business (HUB), please include a copy of your HUB Certificate with your response. This information will assist Cameron County in the percentage tracking of HUB utilization.

**INSURANCE:** The Proposer shall secure and maintain, throughout the duration of the Contract, insurance of such types and in such amounts as may be necessary to protect the Proposer and the interests of the County against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the insurer, shall be acceptable to the County. It shall be the responsibility of the Proposer to maintain adequate insurance coverage at all times. Failure of the Proposer to maintain adequate coverage shall not relieve the Proposer of any contractual responsibility or obligation.

**MAINTENANCE:** Maintenance required for equipment requested in RFPs should be available in Cameron County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Cameron County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

**MATERIAL SAFETY DATA SHEETS:** Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a Proposer must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Proposer to furnish this documentation will be cause to reject any RFP applying thereto.

**NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of Cameron County to restrict responses to RFPs in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard common to similar existing items. Proposers may offer items of equal stature and standard, but the burden of proof of such stature and standard rests with Proposers. Cameron County shall act as sole judge in determining equality and acceptability of products offered.

**PRICING:** Prices for all goods and/or services shall be firm for the duration of the contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the term of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the Proposer and included in the price. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Proposer MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

**RECYCLED MATERIALS:** Cameron County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. County will be the sole judge in determining product preference application.

**SCANNED RE-TYPED RESPONSE:** If in its RFP response, Proposer either electronically scans, re-types, or in some way reproduces the County's published RFP package, then in event of any conflict between the terms and provisions of the County's published RFP specifications, or any portion thereof, and the terms and provisions of the RFP response made by Proposer, the County's RFP specifications as published shall control. Furthermore, if an alteration of any kind to the County's published RFP specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. The manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item needed in the RFP. Substitute items will not be accepted unless approved (in advance).

**SUPPLEMENTAL MATERIALS:** Proposers are responsible for including all pertinent product data in the returned RFP package. Literature, brochures, data sheets, specification information, completed forms requested as part of the RFP package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Proposer wishes to include as a condition of the RFP response must also be in the returned RFP response package. Failure to include all necessary and proper supplemental materials may be cause to reject the Proposer's entire RFP.

**TITLE TRANSFER:** Title and Risk of Loss of goods shall not pass to Cameron County until Cameron County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Proposers are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this RFP package and/or on the Purchase Order as a "Deliver To:" with the address.

**USAGE REPORTS:** Cameron County reserves the right to request, and receive at no additional cost up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this RFP. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by

Cameron County department with a description, of each item purchased, including the manufacturer, quantity of each item purchased, the per unit and extended price of each item purchased, and the total amount and price of all items purchased.

**WARRANTY PRICE:** (a) The price to be paid by the County shall be that contained in Proposer's response to the RFP which Proposer warrants to be no higher than Proposer's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Proposer breaches this warranty, the prices of the items shall be reduced to the Proposer's current prices on orders by others, or in the alternative, County may cancel this contract without liability to Proposer for breach or Proposer's actual expense.

(b) The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. For breach or violation of this warranty, the County shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Proposers shall furnish all data pertinent to warranties or guarantees which may apply to items in the RFP.

Proposers may not limit or exclude any implied warranties.

Proposer warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event any product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Proposer's

expense. If Proposer fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Proposer's expense.

**WARRANTY ITEMS/PRODUCTS:** Proposer warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Proposer's expense.

Proposer shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the County.

Proposer warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFP invitation and to the sample(s) furnished by Proposer, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. All items must be new, in first class condition, unless otherwise specified. The design, strength, and quality of materials must conform to the highest standards of manufacturing practice.

Items supplied under this contract shall be subject to the County's approval. Successful Proposer shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any items found defective or not meeting specifications shall be picked up and promptly replaced by the successful Proposer at no expense to the County.

**SAFETY WARRANTY:** As noted above, Proposer warrants that the products sold to County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, County may return the product for correction or replacement at the Proposer's expense. In the event Proposer fails to make the appropriate correction within a reasonable time, correction made by County will be at Proposer's expense. Have you attached the required warranty information to the RFP (if applicable)? "Yes" or "No".

### APPLICABLE LAW

To the extent it is applicable, this agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning "the Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this agreement. Otherwise, Texas state and federal law shall apply.

**ASSIGNMENT DELEGATION:** No right, obligation or interest in this contract shall be assigned or delegated to another by Proposer without the written permission of the County. Any attempted assignment or delegation by Proposer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**CONTRACT OBLIGATION:** Cameron County Commissioners Court must award any resulting contract and the County Judge or other person authorized by the Cameron County Commissioners Court must sign the contract before it becomes binding on Cameron County or the Proposer. Department Heads are NOT authorized to sign agreements for Cameron County. Binding agreements shall remain in effect until all products and/or services covered by this RFP have been delivered-and accepted and all contract requirements have been satisfied.

**ERRORS AND OMISSIONS:** Errors and Omissions in the RFP or any provision herein described will not be construed as to relieve the Proposer of any responsibility or obligation requisite to the complete and satisfactory implementation, operation, and support of all obligations under any resulting contract.

**FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this RFP and any resulting contract, then such party shall give notice and full particulars of Force Majeure in

writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely with the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

**HOLD HARMLESS AGREEMENT:** The successful Proposer shall indemnify and hold Cameron County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from Proposer's performance. Proposer shall procure and maintain, with respect to the subject matter of this RFP, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Proposer's liability as may arise directly or indirectly from work performed and goods or services sold under the terms of this RFP. Certification of such coverage must be provided to the County upon request.

**INFRINGEMENTS:** There will be no warranty by County against infringements. As part of this contract for sales, Proposer agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. County makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall County be liable to Proposer for indemnification in the event that Proposer gets sued on the grounds of infringement or the like. If Proposer is of the opinion that an infringement or the like will result, Proposer shall notify County to that effect in writing within two (2) weeks after the signing of this agreement. If County does not receive notice and is subsequently held liable for the infringement or the like, Proposer will hold County harmless. If Proposer in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void, except that County will pay Proposer the reasonable cost of Proposer's search as to infringement. The Proposer agrees to protect the County from claims involving infringement of patents or copyrights.

**INTERPRETATION PAROLE EVIDENCE:** Unless a separate contract or addendum hereof is prepared and entered into following the award of this RFP to a successful Proposer, this writing is intended by the parties as a final expression of the terms of this RFP and the general terms of any resulting contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term. Acceptance or acquiescence in a course of performance rendered under this RFP and any resulting contract shall not be relevant to determine meaning even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to Control, if applicable.

**LATE RESPONSES:** RFP responses must be received by the County before the hour and date specified. Responses received after the time and date specified will be disqualified and may be returned to sender. The County is not responsible for lateness or non-delivery of mail, delivered to wrong office, carrier, etc.

**MODIFICATIONS:** This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

**O.S.H.A:** Proposer must meet all Federal and State OSHA requirements.

**REMEDIES:** The successful Proposer and County agree that both parties have all rights, duties, defenses and remedies available under law.

**RIGHT TO ASSURANCE:** During the RFP process and any resulting contract, whenever a Proposer or County in good faith has reason to question the other's intent to perform, demand may be made that the other party give written assurance of intent. In the event that a demand is made, and no assurance is given within five (5) days, such failure may be treated as an anticipatory repudiation of the RFP and any resulting contract.

**SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**VENUE:** Both parties agree that venue for any litigation arising from this contract shall lie in Cameron County, Texas.

**PROPOSER SHALL CONFIRM ACCEPTANCE OF RFB TERMS:** The Proposer shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFP.

**THESE TERMS INCORPORATED:** These General Terms and Conditions shall be incorporated in the response to the RFP and any resulting contract to this RFP. The Proposer shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFP.

**OTHER TERMS:** The Proposer shall state any exceptions desired to these terms and conditions and may suggest alternate wording that addresses the intent of the term or condition. The County may accept or reject any suggestions in accordance with law.