



**CAMERON COUNTY  
PURCHASING DEPARTMENT  
INVITATION TO BID**

**BID NUMBER : # 250102**

**BID TITLE: PURCHASE & INSTALLATION OF THREE (3) NEW MANUFACTURED MOBILE HOMES UNDER COLONIA SELF-HELP PROGRAM OF CAMERON & WILLACY COUNTIES**

**DATE DUE: JANUARY 8, 2025**

**DUE NO LATER THAN 3:00 P.M.**

Bids will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – Basement Floor – Room # B17 at **3:00 p.m.** (as per Purchasing Dept. time clock) on deadline due date. All Bidders are welcome to attend Bid opening.

Bids received later than the date and time above will not be considered.

Please return bid **ORIGINAL (marked "ORIGINAL")** and an electronic (**PDF format file only**) copy of your BID submittal in sealed envelope. Be sure that returned envelope shows the Bid Number, Description and is marked "SEALED BID".

RETURN BID TO:

by U.S. mailed or delivered to the office of the Purchasing Dept., **County Courthouse (Dancy Bldg.)  
1100 E. Monroe St, Basement Floor, Room B17, Brownsville, Texas 78520.**

**PRE-BID MEETING SCHEDULE:**

**Meeting – Friday, January 3<sup>rd</sup>, 2025, at 9:00 A.M.**

**PRE-BID MEETING LOCATION: San Benito Annex Conference Room  
1390 W. Expressway 83, San Benito, Texas 78586**

**CONTACT PERSON: Jaydy Valdez, Bids & Proposals Coordinator at 956-544-0871**

**Questions/clarifications must be submitted by: Friday, January 3<sup>rd</sup>, 2025, before 3:00 p.m. C.S.T.**

(e-mail to [purchasing@co.cameron.tx.us](mailto:purchasing@co.cameron.tx.us) or by fax to 956-550-7219, attention to Roberto C. Luna, Purchasing Agent)

Addendum to respond to all questions/clarifications schedule for release on January 3<sup>rd</sup>, 2025 before end of business hours.

For additional information or to request addendum email: Roberto C. Luna and/or Dalia Loera at [purchasing@co.cameron.tx.us](mailto:purchasing@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 \_\_\_\_\_

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

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

**Is Bidder's principal place of Business within Cameron County?  Yes  No**

**If yes what City:** \_\_\_\_\_

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

**Bidders/Participants must sign each bid/proposal page to ensure you have read each page's information, terms, conditions and/or required forms. Failure to sign or initial each bid/proposal page will disqualify the BID/PROPOSAL offer.**

# ACKNOWLEDGMENT OF RECEIPT

## PURCHASE & INSTALLATION OF THREE (3) NEW MANUFACTURED MOBILE HOMES UNDER COLONIA SELF-HELP PROGRAM OF CAMERON & WILLACY COUNTIES Bid # 250102

**Please submit this page upon receipt**

For any clarifications, please contact Mr. Roberto C. Luna, Purchasing Agent and/or Dalia Loera, Assistant Purchasing Agent at the Cameron County Purchasing Department office at: (956) 544-0871 or e-mail at: [purchasing@co.cameron.tx.us](mailto:purchasing@co.cameron.tx.us)

Please fax or e-mail this page upon receipt of BID package no later than **Friday, January 3<sup>rd</sup>, 2025 before 3:00 p.m. CST.** All questions regarding this BID should also be submitted no later than the stated date and time on BID cover page.

Fax: (956) 550-7219 or E-mail: [purchasing@co.cameron.tx.us](mailto:purchasing@co.cameron.tx.us)

If you are unable to respond on this BID solicitation, kindly indicate your reason for **“Not Responding/No-Participation”** below and fax or e-mail back to Cameron County Purchasing Department. This will insure you remain active on our vendor list.

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

Yes, I will be able to submit a BID submittal.

No, I will not be able to submit a Bid submittal for the following reason:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

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

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

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

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

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

## CHECK LIST

Bidders 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 Bidder's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your bid packet.

- Cover Sheet**  
Your company name, address and your signature (**IN INK**) should appear on this page.
- Instructions to Bidders**  
You should be familiar with all of the Instructions to Bidders.
- 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

- Addendum Acknowledgment Form (Page 24 of 58)**  
Be sure to complete these form and return with packet.
- Attachments A, B, C, D, E, F, G, H, I & J**  
Be sure to complete these forms and return them with packet.
- Exhibits: A- 2 BED/1 BATH MOBILE HOME, B- 4 BED/2 BATH MOBILE HOME DIAGRAM**
- Minimum Insurance Requirements**  
Included when applicable
- Worker's Compensation Insurance Coverage Rule 110.110**  
This requirement is applicable for a building or construction contract.
- Financial Statement**  
When this information is required, you must use this form.

### Other - Final Reminders To double check before submitting BID

- Is your bid sealed with bid #, title, Bidder's Name, & return address, on outside?
- Did you complete, sign and submit page 1?
- Did you provide the number of copies as required on the cover page?
- Did you visit our website for any addendums?

<https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/>

If not interested in Bidding please let us know why e-mail to: [Purchasing@co.cameron.tx.us](mailto:Purchasing@co.cameron.tx.us)

**INSTRUCTIONS FOR SUBMITTING BIDS**  
**PURCHASE & INSTALLATION OF THREE (3) NEW MANUFACTURED MOBILE HOMES**  
**UNDER COLONIA SELF-HELP PROGRAM OF CAMERON & WILLACY COUNTIES**  
**Bid # 250102**

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 "Bidder") on behalf of Solicitations including, but not limited to, Invitations to Bid.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples. Prior to returning your sealed bid response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing web <https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/> Addendums Column (updated Addendums). These Addendums must be signed and returned with your bid in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Annual Bid award information can be accessed at:  
<https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/>

Review this document in its entirety. Be sure your Bid is complete, and double check your Bid for accuracy.

Cameron County is an Equal Employment Opportunity Employer.

**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. Where substitutions are used, they must be of equivalent value or service, and specified by the bidder as such, in the columns to the right on the "Minimum Specifications' Forms". The County's specifications may be exceeded and should be noted by the Vendor as such. Any bid NOT MEETING the Minimum Requirements specified will be rejected.

**GOVERNING LAW: This invitation to bid is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 et seq., as amended. Bidders shall comply with all applicable federal, state and local laws and regulations. Bidders are 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 Bid, the Change(s) and addition(s) will be forwarded to all vendors involved (as quickly as possible) in the form of a written addendum only. Verbal changes to Bids 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 Bids will not apply.

**Sign the Vendor's Affidavit Notice, complete answers to Attachments A, B, C, D, E, F, G, H, I & J and return all with your Bid.**

**MINORITY/WOMAN OWNED BUSINESS ENTERPRISE (M/WBE), DISADVANTAGED BUSINESS ENTERPRISE (DBE), AND HISTORICALLY UNDERUTILIZED BUSINESS (HUB):**

Cameron County encourages and strives towards an ever-increasing expansion in opportunities for M/WBE's & HUB's in assisting the County for its Purchasing needs. Cameron County's policy is to increasingly involve qualified M/WBE & HUBs to the greatest extent feasible in the County's procurement process.

Objectives of County HUB Program

- Ongoing increase in procurement opportunities for M/WBE's & HUB's
- Assisting M/WBE's & HUB's with registration to Bidders List and Bid opportunities that may be of interest
- Directing M/WBE's & HUB's to various beneficial web links giving them additional opportunities

Certification Process: Federal, state, and local regulations determine the type of certification(s) available. Attached below are links to various Certification agencies which are available to assist you in obtaining your M/WBE's & HUB's Certification.

HUB Certification Sources:

- [State of Texas HUB Certification Process](#)

[Historically Underutilized Business \(HUB\) Program \(texas.gov\)](#)    [Texas Statewide HUB System | Texas Comptroller of Public Accounts \(gob2g.com\)](#)

- [Register with State as a HUB Vendor](#)
- [HUB Certification Agreements](#)
- [HUB Minority & Women Organizations](#)

M/WBE's & HUB's Questions Cameron County contact:  
Jaydy Valdez, Bids/Proposals Coordinator  
P: 956-544-0846 | Email: [jaydy.valdez01@co.cameron.tx.us](mailto:jaydy.valdez01@co.cameron.tx.us)

The County, its contractors, their suppliers and subcontractors, and vendors of goods, equipment services, and professional services shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with Cameron County shall support, encourage, and implement affirmative steps toward our common goal of establishing equal opportunity for all citizens of Cameron County.

**REQUIREMENT OF ALL BIDDERS/PROPOSERS:** Each firm responding to this solicitation shall be required to submit with their proposal information regarding minority/women business and HUB business participation in this project.

**BIDDER SHALL SUBMIT BID ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE BID PACKET.** In the event of inclement weather and County Offices are officially closed on a bid deadline day, bids will be received until 2:00 p.m. of the next business day, for opening at upcoming Commissioner's Court meeting.

**CONFLICT OF INTEREST QUESTIONNAIRE:**

**For vendor or other person doing business with local governmental entity**

This questionnaire must be filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

**By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government 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 commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

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.

**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.

**can be downloaded at the following web site:** <https://www.cameroncounty.us/wp-content/uploads/Purchasing/CIS.pdf>

**TEXAS ETHICS COMMISSION FORM 1295**

All Bids 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 and printed. 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 Bid 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: [1295 Filing Info](#)

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: <https://www.cameroncounty.us/vendors-tec-form-1295/>

**BIDDER SHALL SUBMIT BID ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE BID PACKET.** In the event of inclement weather and County Offices are officially closed on a bid deadline day, bids will be received until 2:00 p.m. of the next business day. Bids will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – Basement Floor – Room # B17 (as per Purchasing Dept. time clock).

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

BIDDERS MAY ATTEND PUBLICLY HELD COMM COURT MEETING FOR AWARD OF THIS SOLICITATION. All responding bidders 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: <https://www.cameroncountytexas.gov/commissioners-court-agendas/>

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

OPEN RECORDS ACCESS TO ALL INFORMATION SUBMITTED. All information included will be open to the public, other bidders, media as per the Open Records Act and not be confidential in nature. If you deem any information as confidential, it should not be made part of your bid package.

PLEASE NOTE CAREFULLY

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

1. **ORIGINAL (marked "ORIGINAL")** and an electronic (**PDF format file only**) copy of your BID submittal in sealed envelope **MUST BE SUBMITTED.** Bid shall be placed in an envelope completely closed and properly identified with the name and number of the bid. Bids must be in the Purchasing Department **BEFORE** the hour and date specified.
2. Bids **MUST** give full firm name and address of the bidder. Failure to manually sign bid will disqualify it. Person signing bid should show **TITLE** or **AUTHORITY TO BIND THE FIRM IN A CONTRACT.**
3. Bids **CANNOT** be altered or amended after deadline time. Any alterations made before deadline time must be initiated by bidder or his authorized agent. No bid 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 BID.** 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.
5. Any Catalog, brand name or manufacturer's reference used in a bid invitation is descriptive-NOT restrictive-it is to indicate type and quality desired. Bids on brand of like nature and quality will be considered. If bid is based on other than reference specifications, Bid must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete descriptions should be made part of the bid. If bidder takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc. as specified.
6. Samples, when requested, must be furnished free of expense to the County. If not destroyed in examination, they will be returned to the bidder on request, at his expense. Each sample should be marked with bidder's name, address, and County bid number. **DO NOT ENCLOSE OR ATTACH SAMPLE TO BID.** County user Dept.(s) reserves the right to make the final determination as to equivalents.
7. Written and verbal inquires pertaining to bids must give Bid 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 bid, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total bid. Prices should be itemized. County also reserves the right to award either with or without trade-in, if applicable. Cameron County reserves the right to award if only one (1) Bid was received. Cameron County retains the option to re-bid at any time if in its best interest and is not automatically bound to renewal or re-bid. **The County reserves the right to hold all Bids for 60 days from the due date of receipt without actions. The County reserves the right to add additional County Departments (at a later time during this bid award) as the need arises. The County also reserves the right to consider CO-OP Interlocal Agreements / pricing if determined to be more advantageous to the County.**
10. Bid unit price on quantity specified – extend and show total. In case or errors in extension, UNIT prices shall govern. If both alphabetic and numeric (unit prices) are required and a discrepancy is found between both on the same line item whichever unit price confirms the line total will govern. If neither confirms then the alphabetic price will govern. If there is no line total requested then the alphabetic unit price shall govern. If combined / sum of line totals do not match the Bid total then the Bid total will be corrected to reflect the sum of the line totals. If there is a discrepancy between the alphabetic and numeric Base Bid Total / Total Bid amount, the alphabetic Base Bid Total / Total Bid will take precedence. Bids subject to unlimited price increase will not be considered, but limited to Preventive Maintenance Annual Local Labor Union Wage Rate adjustments. **ALL PRICING WILL REMAIN FIRM UNLESS THIS BID ALLOWS FOR OPEN MARET PRICE INCREASES (AS SO SPECIFIED WITHIN).** When inserting number of days or percentage % in Bid (ex: number of days to deliver or install or complete work, etc. or percentage over vendor's cost or percentage discount off list price) avoid using a range (ex: 30-90 days or 15% to 20 % cost plus) but use only one number for number of days or percentage. If a range is used the County will consider the higher number or worst-case scenario from the County's standpoint in making bid comparisons / tabulations.
11. This is a bid 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 bids will not be accepted unless awarded by complete category or line item. **To be awarded by TOTAL BID AND/OR CATEGORY**
14. **BASIS OF BID AWARD** – The contract will be awarded to the responsible and responsive bidders meeting the specifications and having the lowest possible total extended price of the Base Bid (unit cost), consistent with the quality needed for effective use. All prices quoted will be firm. Award to successful bidder will be made by Cameron County Commission action. Bid pricing shall be firm for the entire term of the awarded contract. Prices established in continuing agreements and annual term contracts may be negotiated and approved by Cameron County Commission Court due to inflation and increased operating costs (i.e. dramatic increase in petroleum-based products, minimum wage, etc.).
- Cameron County may at its option and expense have the material tested at any time for compliance. The Contractor's payment shall be deducted the full amount of expense to the County for any tests which **fail** to show compliance with the specifications.
- Supplied materials which tests show to not-be- in-compliance shall be removed from County's property, stockpile or roadbed at the contractor's expense. Additionally, no payment will be made to the supplier by the County, for the materials which do not meet the specifications. The quantity of such material shall be determined by County's administrative staff, whose decision shall be final.
- Revisions on unit prices: it is agreed that bid prices may be superseded during the contract period only if such revisions are the result of increased in the Gulf coast area. A written notice stipulating in detail the price revision must be furnished to the County before revised prices go into effect. Also, such revisions must be supported by continuing written notices for each 30-day period such revisions are in effect. Discounts, delivery, and services accepted as part of this bid are not subject to revision.
15. It is expected that the bidder will meet all state and federal safety standards and laws in effect on the date of the bid for the item(s) being specified, and the particular use for which they are meant.
16. It is the responsibility of the bidder to ask any and all questions the bidder feels to be pertinent to the bid. Cameron County shall not be required to attempt to anticipate such questions for bidders or. Cameron County will endeavor to respond promptly to all questions asked.
17. If a Bid Bond is required in this Bid it must be included in Bidders Sealed Bid package and be current / valid through award.
18. Alternate Bid pricing: Bidders should include all alternate pricing on your Bid price page. Cameron County will not award Bid to a Bidder if an alternate price is left blank and County will be making an award to include alternate(s) which has been left blank. In order to avoid not being considered for award include all alternate pricing on your Bid price page.
20. All property of Cameron County must remain (at all times) within the United States – without exception – unless prior Agenda approval has been given by Commissioners Court.
21. Availability of Funds: This procurement is subject to the availability of funding. Cameron County's obligation hereunder is contingent upon the availability of appropriated funds from which payment for the Contract purposes can be made. No legal liability on the part of the County for any payment shall arise until funds are made available to the County for this Contract and until the Contractor receives notice of such availability, to be confirmed in writing by the County. Any award of Contract hereunder will be conditioned upon said availability of funds for the Contract.
22. Non-Appropriation Clause:

Notwithstanding any provisions for this agreement, the parties agree that the services are payable by Cameron County from appropriations, grants, and monies from the General Fund and other sources. In the event sufficient appropriation, grants, and monies are not made available to Cameron County to pay these services for any fiscal year, this Agreement shall terminate without further obligation of County. In such event, the Cameron County Administrator shall certify to contractor that sufficient funds have not been made available to County to meet the obligations of this Agreement; such certification shall be conclusive upon parties.

**PURCHASE ORDER AND DELIVERY:** The successful Bidder shall not deliver products or provide services without a Cameron County Purchase Order, signed by an authorized agent of the Cameron County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the Bidder in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications.

This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Cameron County without prejudice to other remedies provided by law. **Where delivery times are critical, Cameron County reserves the right to award accordingly.**

**NO PLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may seasonably notify Buyer of their intention to cure and may then make a conforming tender within the contract time but not afterward.

**PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be affected by modification as provided for in clause 20, "Modifications", hereof. The terms of this agreement are "no arrival, no sale".

**DELIVERY TERMS AND TRANSPORTATION CHARGES:** Bid must show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. A five-day difference in delivery promise may break a tie. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bidder list.

An accurate delivery date must be quoted on the "Bid Form". When there are various items, a delivery date must be included with each item quoted. Freight and shipping charges to Cameron County must be included in the bid price. Final location will be supplied to the vendor on award of bid, F.O.B. destination. Delivery locations will be: Various County Building locations. Delivery days after receipt of order (ARO). Specify all (various) dates by categories or item if different \_\_\_\_\_.

If delay is foreseen, contractor shall give written notice to Director of Purchasing. The County has the right to extend delivery date if reasons appear valid. Contractor must keep County advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorized the County to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.

Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless otherwise noted in bid.

**VARIATION IN QUANTITY:** The County assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

**SELLER TO PACKAGE GOODS:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

**SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.

**TITLE AND RISK OF LOSS:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

**INSPECTION:** Upon receiving item(s), they will be inspected for compliance with the Bid Specifications. If the item(s) do not pass inspection, the vendor will be required to pick up the rejected item(s) at the delivery point, provide the necessary replacement, and return the item(s) to the original point of delivery.

All items proposed shall be new, in first class condition, including containers suitable for shipment and storage (Cameron County prefers recycled packaging whenever possible), unless otherwise indicated in bid. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory material will be returned at Seller's expense.

Cameron County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

**TESTING:** Cameron County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

**SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

**INVOICES AND PAYMENTS:** (a) The vendor shall submit separate invoices, in duplicate, on each purchase order after each delivery. 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 East Monroe St., Brownsville, Texas 78520. Payment shall not be due until the above instruments are submitted after delivery or services rendered. Our Vendors must keep the Auditor advised of any changes in your remittance addresses. (b) County's only obligation to pay Vendor is to pay from funds budgeted and 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 Vendor by the County. (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 Vendor for correction. Under term contracts, when multiple deliveries and/or services are required, the Vendor 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 Vendor 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.

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



**CAMERON COUNTY AUDITOR  
ACCOUNTS PAYABLE  
1100 EAST MONROE ST.,  
BROWNSVILLE, TEXAS 78520**

Please note that any payment due under this bid 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 BID in excess of the amounts quoted.

**Criminal Background Checks are Mandatory:**

Checks are mandatory for all personnel performing work on Cameron County sites. Contractors, consultants, and subcontractors are required to take all reasonable steps to assure that their employees do not represent a threat to the County or Facilities. Failure to comply with this requirement may result in immediate termination of any award or contract. The selected contractor shall provide a complete list of names (including supervisors) that may be working on campus. The contractor(s) shall remove from the Cameron County work place any of its employees who are found to be unacceptable by Cameron County. Such requests shall not be unreasonable, are the sole decision of Cameron County, and are not subject to negotiation. Contractor shall provide proper identification for all contractor employees. While on Cameron County premises, all contractor employees must wear attire that identifies them as contractor's employee with identification visible from both the front and the back. Vehicles shall be clearly identified as company vehicles and be maintained in a neat clean and sanitary condition. At least one person in each vehicle, preferably the driver, must be able to speak, read and write. It shall be the contractor's responsibility to see that employees render quiet and courteous service.

**Trade Secrets, Confidential Information and the Texas Public Information Act.**

If you consider any portion of your Bid/Proposal/Qualification Statement to be privileged or **confidential** by statute or judicial decision, including trade secrets and commercial or financial information, *clearly identify those portions.*

Bid/Proposal/Qualification Statement will be opened in a manner that avoids disclosure of the contents to competing offers and to keep the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for inspection.

Cameron County will honor your negotiations of the trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your proposal is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your proposal that you have marked as being confidential information, you will be notified of such request, and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section §552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that the information is in fact not privileged and confidential under Section §552.110 of the Government Code and Section §252.049 of the Local Government code, then such information will be made available to the requested.

Bid/Proposal/Qualification Statement are to be signed by an officer of the company authorized to bind the submitter to its provisions. Bid/Proposal/Qualification Statement are to contain a statement indicating the period during which the proposal will remain valid. A period of not less than ninety (90) days required. The Bid/Proposal/Qualification Statement submitted by the bidders/proposer/responders shall become an integral part of the contract between the County and the bidder/proposer/responder and the representations, covenants, and conditions therein contained shall be binding upon the person, firm or corporation executing the same.

**TEXAS OPEN RECORDS ACT AND CONFIDENTIALITY**

All materials submitted to Cameron County, Purchasing Department pursuant to this Invitation for Bid/Request for Proposals/Statement of Qualifications become subject to the mandates of the Texas Open Records Act, Government Code, Chapter 552, Subchapter A, §§552.009; Subchapter D, §§552.205; and Subchapter F, §§552.261 through 552.274. The purpose of this Act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Almost all "records," as that term is defined in the Act, may be disclosed to the public upon request. Except where specific state or federal statutes create a confidential privilege, persons who submit information to public bodies have no right to keep this information from public access or reasonable expectation that this information will be kept from public access.

If you believe that any of the information you have submitted to the County pursuant to this Request for Proposals is **confidential** under a specific state or federal statute and therefore not subject to the public access, *you must comply with the following:*

- A. Place said documents/records in a separate envelope marked "**Confidential**" **DO NOT** label your entire response to the Bid/Request for Proposals/Statement of Qualifications as "Confidential" – label only those portions of the response that you feel are made confidential by state or federal law as "Confidential." If only a portion of a document is confidential, please identify specifically the portions of the document you are claiming are confidential. Under the State of Texas Open Records Act, the County is obligated to produce documents for public inspection even if the documents contain a portion which is confidential but can redact the confidential parts.
- B. For each such document for which you are claiming a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets.

Should an Open Records request be presented to the County requesting information you have identified as "Confidential," you will be responsible for defending your position in the Court where the proceeding is filed, if needed.

***If you fail to identify any records submitted as part of your Bid/Request for Proposals/Statement of Qualifications as "Confidential" by placing them in the "Confidential" envelope AND you fail to identify the specific state or federal law creating said privilege, you are irrefutably agreeing that said records are not confidential and are subject to public access.***

CAMERON COUNTY, TEXAS  
**Colonia Self-Help Center Program**  
**Specifications for the Purchase of Manufacture Homes**  
**Invitation to Bidder**  
BID SPECIFICATIONS FOR  
**PURCHASE & INSTALLATION OF THREE (3) NEW MANUFACTURED MOBILE HOMES**  
**UNDER COLONIA SELF-HELP PROGRAM OF CAMERON & WILLACY COUNTIES**  
**Bid # 250102**

The County of Cameron, Texas (“County”) is accepting sealed bids from qualified bidders for the purchase and installation of three (3) new manufactured mobile homes under the Colonia Self-Help Program of Cameron and Willacy Counties:

➤ **Home # 1 – Colonia Arroyo Colorado** **25772 Relin Rd., San Benito, TX 78586**

- Lot dimensions: 60 X 123
- Property Owner(s): Abel Lopez      Property ID: 184570
- Legal Description: Arroyo Colorado Estates Lot 19, Block
- Size: 0.1722 Acres                      Dimensions: 60 X 123

➤ **Home # 2 - Colonia Olmito** **7252 Gay St., Olmito, TX 78575**

- Lot dimensions: 50 X 135
- Property Owner(s): Melquiades Banuelas and Gisela Banuelos      Property ID: 90759
- Legal Description: Olmito Original Townsite Groves Lot 1, Block 28, 0.1550 Acres
- Size: 0.1550 Acres                      Dimensions: 50 X 135

➤ **Home # 3 - Colonia Sebastian** **13126 W. Broadway St., Lyford, TX 78569**

- Lot dimensions: 50 X 140
- Property Owner(s): Maria Isabel Quilantan      Property ID: 17009
- Legal Description: Sebastian Orign Town, Block 25, Lot 22 Thru 23
- Size: 0.16 Acres                      Dimensions: 50 X 140

## SPECIFIC INSTRUCTIONS

### I. ASSISTANCE TO BIDDERS

To obtain additional information contact: Roberto C. Luna, CPM, CTCD, CTCM  
Purchasing Agent  
Cameron County Purchasing Department  
1100 East Monroe Street, Brownsville, Texas  
Phone: (956) 5440871

### II. PRE BID SITE VISIT

All participating bidders must attend a site visit to verify exact locations and size of all items to be removed.

**Non-Mandatory Pre-Bid Meeting:** is scheduled to be held on **Friday, January 3<sup>rd</sup>, 2025, at 9:00 A.M.**

at **San Benito Annex Conference Room, 1390 W. Expressway 83, San Benito, Texas 78586**

**CONTACT PERSON: Jaydy Valdez, Bids & Proposals Coordinator at 956-544-0871.**

All prospective bidder are encourage to attend the non-mandatory pre-bid conference at the address above. **A site visit to each home site will be schedule right after the pre-bid meeting.**


### III. RESERVATIONS

If any of the lot designated to install the new manufactured mobile home is surrounded by any trees or other vegetation and if during installation of new home there are any trees or any vegetation present a safety hazard, the contractor shall remove such trees or vegetation.

- A. The bidder must conduct an on-site inspection of the property to correctly identify all of what is to be removed prior to installing the new manufactured home. The bidder must submit bid for each of the three new manufactured homes to be installed at each location.
- B. Maintaining the quality of the property bid on will not be the responsibility of Cameron County, once bids are awarded.
- C. Cameron County reserves the right to reject any and all bids, and to make awards as they may appear to be most advantageous to the County.
- D. Cameron County reserves the right to hold the bid for a period of sixty (60) days from the submission date without action, to waive all formalities in seeking bids, and to negotiate portions thereof.
- E. Bids that address only part of the requirements contained in this bid solicitation will not be considered.
- F. Cameron County reserves the right to select any bid, consider the quoted, proposed fees, and other factors, which are specified therein.
- G. Cameron County reserves the right to decline awarding, should any legal ramifications or impediments intervene during award process.
- H. All permits, insurances, and licenses must be secured by the successful bidder prior to proceeding with any onsite work.
- I. County's Community Services Department – Director or designee will also coordinate and monitor the entire Bid Project with the awarded "Vendor/Contractor" for all compliance, Notice to Proceed Documentation and all other concerns (permits).
- J. County requires proof from the Venor/Contractor that each of the cities (San Benito, Olmito and Lyford) have permitted the installation of new manufactured mobile home of each of the properties as per Bid (Permit).
- K. County requires that the Vendor/Contractor(s) should provide to the Texas Dept. of State Health Services (DSHS) an installation Notification Form. This must be done 10 days prior to starting work and must include start and end dates. The Vendor/Contractor(s) must provide the County with proof of such prior to starting work.
- L. Successful bidder is responsible and liable for all underground utilities and must contact Utility Companies to mark all. Successful bidder must notify all Utility Companies of new connections and locations of these areas of concern.
- M. Illegal dumping of debris and any other project related items will be subject to all criminal and legal action.

- N. In order for the County to consider extra days for inclement weather, the County must receive (from the Vendor/ Contractor) a weather report from a local weather center.
- O. Payment, if requested, may be made in two equal amounts based upon the County’s Community Service Director review and determination that 50% percent of all installation of new manufactured mobile homes project work in this Bid has been completed to requirements.
- P. The bidder shall not enter adjacent properties and shall be liable for any property damage to adjacent properties caused by bidder’s operations.
- Q. The bidder shall be familiar with the installation of new manufactured mobile homes according to compliance with federal regulations and companion state, county, and local compliance and permitting codes.
- R. The bidder shall need to remove the fencing in order to perform the installation of new manufactured mobile homes task; however, the bidder will properly remove such fencing and store at the site as per owner’s instructions.
- S. Certificates of installation of new manufactured mobile home must be signed by the successful bidder and submitted to Cameron County’s Community Services Director.
- T. The bidder shall maintain noise and/or pollution levels within environmental standards in accordance with the appropriate regulatory requirements.
- U. The bidder shall confine equipment and installation operations to each project site and shall not unreasonably encumber the site or public rights of way with debris or equipment.
- V. The bidder shall keep wetting and shall take place before and during installation on new manufactured mobile home; this includes all debris stockpiled on site and all debris being loaded in dumpsters for disposal.
- W. The bidder shall comply with Cameron County Building Inspection permit requirements:
  - a. The recorded warranty deed for the property.
  - b. If the deed is under a business name we will also ask for the articles of formation and certificate of filing.
  - c. Notarized letter from the owner giving permission to apply.
  - d. A site plan highlighting what type of new manufactured mobile home is going to be installed.

**Bidder needs to apply online using our [Self-Service portal](#) and clicking the option shown below or you can come into the office to apply.**

	<p><b>General - Demolition</b></p> <p>Category Name: General</p>	<p>Description: A permit issued by the County that allows the applicant to demolish a structure that would otherwise require a building permit to construct.</p>	<a href="#">Apply</a>
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- X. The bidder shall comply with Willacy County Building Inspection applicable requirements.



WILLACY COUNTY  
DEMOLITION PERMIT APPLICATION

Judge: Aurelio Guerra  
Commissioner Pct. 1: Eliberto Guerra  
Commissioner Pct. 2: Mario Tijerina  
Commissioner Pct. 3: Henry De La Paz  
Commissioner Pct. 4: Ernesto "Ernie" Garcia

APPLICANTS ARE REQUIRED TO PROVIDE A CURRENT DRIVERS LICENSE AS PROOF OF IDENTIFICATION AND A COPY OF THEIR CONTRACTORS LICENSE.

NAME OF CONTRACTOR: \_\_\_\_\_  
CONTRACTOR'S LICENSE NUMBER: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_  
ADDRESS OF STRUCTURE TO BE DEMOLISHED: \_\_\_\_\_  
OWNER OF STRUCTURE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
OWNER'S PHONE NUMBER: \_\_\_\_\_

\*HAS THE STRUCTURE BEEN INSPECTED FOR HAZARDOUS MATERIAL?  
YES: \_\_\_ NO: \_\_\_ ATTACH COPY OF HAZARDOUS MATERIAL REPORT TO THIS APPLICATION. THIS PERMIT CANNOT BE PROCESSED FOR A COMMERCIAL STRUCTURE WITHOUT HM REPORT.

\*DOES THE STRUCTURE CONTAIN ANY HAZARDOUS MATERIAL?  
YES: \_\_\_ NO: \_\_\_ PROVIDE COPY OF HM REPORT

WHAT IS THE DOLLAR VALUATION OF THE STRUCTURE TO BE DEMOLISED?  
\$ \_\_\_\_\_ (DO NOT USE \$0 AS VALUATION)

RESIDENTIAL DEMOLITION PERMIT FEE: ..... \$75.00  
COMMERCIAL DEMOLITION PERMIT FEE: ..... \$125.00

THIS PERMIT SHALL BE VOID THIRTY (30) DAYS FROM THE DATE OF ISSUE IF PERMITTED WORK HAS NOT COMMENCED.  
ALL WORK IS TO BE COMPLETED WITHIN \_\_\_\_\_ DAYS FROM THE DATE OF ISSUE.

DESCRIPTION OF STRUCTURE TO BE DEMOLISHED: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DISPOSAL SITE: \_\_\_\_\_

NOTE: PERMIT HOLDER SHALL NOTIFY COUNTY PRIOR TO START OF DEMOLITION WORK.

Contractor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Approved by County: \_\_\_\_\_ Date: \_\_\_\_\_

**\*THERE WILL BE NO PERMIT FEE IF THE STRUCTURE TO BE DEMOLISHED IS ON THE UNSAFE STRUCTURE LIST\***



#### IV. GENERAL SPECIFICATIONS

The successful bidder will not begin any work or move any equipment to the job site without written authorization to commence by the Community Services Director. The successful bidder must begin work on site no more than ten (10) days after he/she has been notified to proceed and receiving a Purchase Order. Cameron County will not be responsible for any expenses incurred by the vendor due to non-compliance with this procedure. Successful bidder will be responsible for acquiring all required permits by the City of *San Benito, Olmito and Lyford* before commencing any work. Successful bidder shall use caution for any potential vermin (rodents, bees, spiders, scorpions etc.) which may surface when work commences. Cameron County will not be liable for any injuries incurred.

1. All products and materials shall be new.
2. Installation of all products and materials shall be in accordance to the manufacturer's instructions.
3. "Install" means to purchase, deliver, set up, test and warrant a new component.
4. "Reinstall" means to remove, clean, store and install a component.
5. Items required by local code, construction standard or other requirement must be completed for final payment.
6. The Vendor/Contractor shall remedy any defect due to faulty material or workmanship and pay for all resulting damage to other work which appears within one year from an accepted final inspection. The Vendor/Contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.
7. All Change Orders must be approved by TDHCA PRIOR to performing changed work. Any additional costs due to product or material upgrades is solely at the contractor's expense unless pre-authorized by the Administrator and TDHCA.
8. Payment requests shall be based on satisfactory completion of contracted work.
9. Contractor is responsible for verifying accurate field dimensions, sizes, quantities, square feet, linear feet, etc. before ordering materials, products, or supplies. Quantities, square feet, linear feet, etc. listed in the bid package are for the convenience of the contractor. TDHCA and the Administrator neither make nor imply any guarantee for the accuracy of these numbers.
10. All electrical work must meet the National Electrical Code adopted by the city or by the state for counties, and must be completed by a state-licensed contractor.
11. All plumbing work must meet the International Plumbing Code adopted by the city or by the state for counties, and be completed by a state-licensed contractor.
12. If digging is required, the contractor is responsible for locating utilities underground.
13. Contractor is responsible for complying with all applicable permitting requirements.
14. Contractor is responsible for ensuring that work does not encroach on property lines, setbacks, or easements.
15. Contractor is responsible for complying with EPA and/or HUD lead-based paint rules.

#### **Building Permits**

The Vendor/Contractor is responsible for obtaining all required both state and local permits for utility connections and reconnections as applicable.

#### **Specifications Descriptions**

Install two (2) min. 820 SF, 2 bedroom, 2 bath "Manufactured Housing Unit" (MHU), energy efficient, HUD-approved Single Wide MHU, such as a TRU Delight floor plan, or approved equivalent, on property, at same location as old MHU.

MHU shall be Energy Star Certified; if Energy Star unavailable, MHU shall, at minimum, be energy-efficient and deliver at least 10% energy savings in comparison to base models.

MHU shall have smart siding exterior and asphalt shingle roof.

Installed MHU to include energy-efficient, right-sized HVAC, refrigerator, and stove. MHU shall comply with Texas Accessibility Standards for wheelchairs ramps and bathrooms. Grade, add fill, and compact, as necessary, for adequate pad above natural grade; set (to qualify as permanent, real property), tie down, and secure new MHU according to TDHCA-MHU requirements; ensure home is plumb and level.

Install new power pole, main panel box, and service lines; ensure compliance with latest National Electric Code (NEC).

Re-connect to existing water and new OSSF wastewater yard lines.

The caliche surface under the home.

Install vented vinyl skirting.

At front and back entrances, install minimum 4'x6' decks with guardrails and balusters around open deck perimeters and on both sides of all stairs; all wood shall be treated wood, min #2 pine. Provide documentation demonstrating new MHU compliance with Energy Efficiency requirements.

Need the anchoring requirements.

## Specifications for the Purchase of Manufacture Homes

Vendor/Contractor will delivery/ and install:

- Two (2), 2-bedroom manufacture homes with minimum of 765 square feet, with one-bathroom handicap accessible. **EXHIBIT A, 2 BEDROOM AND 1 BATHROOM, 765sq. ft. , 14x56 manufactured mobile home.**
- One (1), 4-bedroom manufacture home with minimum of 1,038 square feet, with two bathrooms – one handicap accessible. **EXHIBIT "B" 4 BED/2 BATH, 1,038sq. ft. , 14x76 manufactured mobile home.**
- Manufactured Housing Unit (MHU), energy efficient, HUD-approved Single Wide MHU, such as a TRU Delight floor plan, or approved equivalent.
- MHU shall be Energy Star Certified; if Energy Star unavailable, MHU shall, at minimum, be energy-efficient and deliver at least 10% energy savings in comparison to base models.
- Installed MHU to include energy-efficient, right-sized HVAC, refrigerator, and stove.
- MHU shall comply with *Texas Accessibility Standards* for wheelchairs ramps and bathrooms.
- Grade, add fill, and compact, as necessary, for adequate pad above natural grade; set (to qualify as permanent, real property), tie down, and secure new MHU according to Texas Department of Housing & Community Affairs' MHU.
- All products and materials shall be new.
- Installation of all products and materials shall be according to the manufacturer's instructions.
- "Install" means to purchase, deliver, set up, test and warrant a new component.
- Items required by local code, construction standard or other requirement must be completed for final payment.
- Vendor/Contractor shall remedy any defect due to faulty material or workmanship and pay for all resulting damage to other work which appears within one year from an accepted final inspection. Vendor/Contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.
- Payment requests shall be based on satisfactory completion of contracted work.
- Vendor/Contractor is responsible for verifying accurate field dimensions, sizes, quantities, square feet, linear feet, etc. before ordering materials, products, or supplies. Quantities, square feet, linear feet, etc. listed in the bid package are for the convenience of the vendor/contractor. The Texas Department of Housing & Community Affairs and Cameron County neither make nor imply any guarantee for the accuracy of these numbers.

- All electrical work must meet the National Electrical Code adopted by the city or by the state for counties, and must be completed by a state-licensed vendor/contractor.
- All plumbing work must meet the International Plumbing Code adopted by the city or by the state for counties, and be completed by a state-licensed vendor/contractor.
- If digging is required, the vendor/contractor is responsible for locating utilities underground.
- Vendor/Contractor is responsible for complying with all applicable permitting requirements.
- Vendor/Contractor is responsible for ensuring that work does not encroach on property lines, setbacks, or easements.

**Building Permits**

Vendor/Contractor is responsible for obtaining all required state and local permits for utility connections and reconnections as applicable.

- Install new power pole, main panel box, and service lines; ensure compliance with latest National Electric Code (NEC).
- Re-connect to existing water and new OSSF wastewater yard lines.  
Install vented vinyl skirting.
- At front and back entrances, install minimum 4'x6' decks with guardrails and balusters around open deck perimeters and on both sides of all stairs; all wood shall be treated wood, min #2 pine. Provide documentation demonstrating new MHU compliance with Energy Efficiency requirements.

**Examination of Specifications and Site of Work**

Each bidder should visit the sites of the proposed work and fully acquaint him/herself with the existing field conditions there and should fully inform him/herself as to the facilities involved, the difficulties and restrictions attending the performance of the contract – including demolition and code compliant connection of the new unit to water, wastewater and electricity. The bidder should thoroughly examine and familiarize him/herself with the technical specifications. Bidder will properly reinstalled in fencing removed.

§80.24. Generic Standards for Anchoring Systems. Bidder will follow the anchoring required specifications at stated on Attachment to these specifications.

**Attachment**

General Requirements: For units built on or after September 1, 1997, the installer must verify that the unit is designed for the Wind Zone in which it is to be installed and must follow all applicable installation instructions for that Wind Zone as set forth herein. Note: A Wind Zone I unit, built on or after September 1, 1997, may not be installed in a Wind Zone II area. However, a Wind Zone II unit may be installed in a Wind Zone I area. The counties are defined in the FMHCSS.

Material specifications.

According to Texas Occupations Code, Chapter 1201. Manufactured Housing, Cameron County is Wind Zone II.

Wind Zone II Installation:

**MAXIMUM SPACING FOR DIAGONAL TIES (WIND ZONE II) PER SIDE OF THE ASSEMBLED UNIT**

Minimum Nominal Widths Single/Double Section				
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Max. Vertical Distance	12/24 wide	14/28 wide	16/32 wide	18/36 wide
20" to 24"	7 ft	8 ft	8 ft	8 ft
25" to 29"	6 ft	7 ft	8 ft	8 ft
30" to 40"	5 ft	6 ft	7 ft	8 ft
41" to 48"	4 ft	5 ft	6 ft	7 ft
49" to 60" (see note 2)	4 ft	6 ft	6 ft	6 ft

Minimum number of longitudinal ties, each end of each section.	2 at min. 58° angle from vertical	2 at min. 32° angle from vertical	3 at min. 38° angle from vertical	3 at min. 46° angle from vertical
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Notes:  
This chart applies to single and multi-section homes.  
Single section units shall have diagonal ties directly opposite each other along the two main I-beams. Multi section units need diagonal ties on the outer-most main I-beam only. When vertical distance exceeds 48", connect diagonal tie to opposite beam.  
Ties installed at each end of the home shall be within 24 inches of each end of the applicable I-beam.  
The distance between any two ties may be exceeded to avoid an obstruction, as long as the total number of ties remains the same, and no two anchors shall be within 4 ft of each other.  
Any vertical ties present on homes must be attached to a ground anchor. Both vertical and diagonal ties may be connected to a single double-headed anchor, if the anchor manufacturer's installation instructions allow for the combined loading.  
The vertical distance is measured from the anchor head to the underside of the floor joists.  
No two anchors shall be within 4 ft of each other.  
Other stabilizing systems registered with the Department may replace longitudinal and/or lateral ties as long as the system manufacturer's installation instructions are followed.

Units built to Wind Zone II on or after July 13, 1994.

Units built to Wind Zone II on or after July 13, 1994, should have either built-in, or provisions for connecting, vertical ties along the sidewall(s) of each unit(s). A diagonal tie must be installed at each vertical tie location (except for designated shear wall tie). Built-in vertical ties shall be connected to anchors. If there are brackets or other provisions for connecting vertical ties, vertical ties shall be added at the brackets or provisions and connected to anchors.

Only factory installed vertical ties may be closer than 4 feet from each other.

Where tie locations are clearly marked as a shear wall strap, a perimeter pier must be installed at that location. Diagonal tie is not required.

Where the vertical tie spacing exceeds 8'-0" on-center (see also note 6 in the table in this paragraph for exception), the anchoring system must be approved by the home manufacturer's installation manual, or designed by a professional engineer or architect licensed in the state of Texas.

Where pier heights exceed 36 inches in height, the diagonal strap shall be connected to the opposite I-Beam.

Multi-section centerline anchoring requirements (Wind Zone II only):

Centerline anchor ties are required for ALL Wind Zone II installations, regardless of the date the unit was manufactured, when installation occurs on or after the effective date of these rules.

Factory installed centerline vertical ties, brackets, buckles or any other connecting devices must be connected to a ground anchor. No additional anchors as described in subparagraph (D) of this paragraph are required.

To avoid obstructions and/or piers and footers, the anchor may be offset up to 12 inches perpendicular to the centerline.

Where factory preparations do not exist, install anchors and angle iron brackets at each side of mating line openings wider than 48 inches.

Where equal spans exist opposite each other (i.e., each section), a double bracket assembly may be used. The maximum opening is per the table in subsection (f)(4) of this section. Total uplift load may not exceed the anchor and/or strap capacity (i.e., 3150 pounds).

The angle iron bracket is minimum 1 1/2" x 1 1/2" x 11 gauge. The holes for the lag screws are a maximum of 4 inches apart and 3/4" from the edge of the bracket.

Lag screws/bolts are minimum 3/8" diameter x 3 inches, full thread. Note: Pre drill pilot holes.

For openings separated by a wall or post 16 inches or less in width, the opening span is the total of the spans on each side of the wall/post.

**Bracket Installation.**

See the table in paragraph (4) of this subsection concerning the maximum centerline wall opening for column uplift brackets.

Use a single bracket for openings which exist on one section only. Use double bracket where openings are opposite each other on two sections of the home.

When only one bracket assembly is required, it may be installed on either side of the column/opening stud(s), but no more than 12 inches from the column or opening stud(s).

When two bracket assemblies are required, they must be installed on each side of the column/opening stud(s), but no more than 12 inches from the column/opening stud(s), and they must be angled away from each other a minimum of 12 inches.

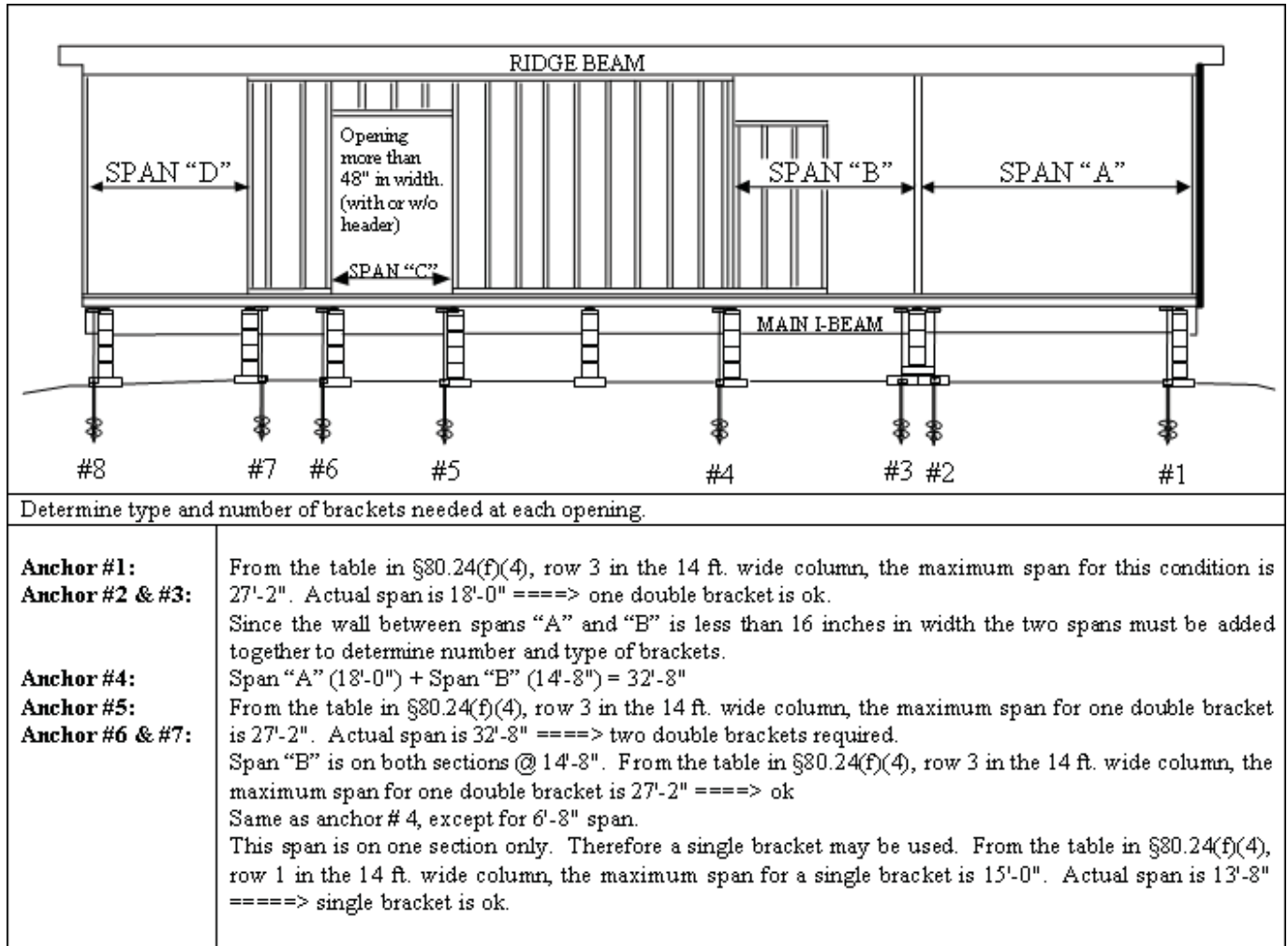
**MAXIMUM CENTERLINE WALL OPENING FOR COLUMN UPLIFT BRACKETS**

Maximum opening based on floor widths	12 Wide (140" max)	14 Wide (164" max.)	16 Wide (186" max.)	18 Wide (210" max.)
One Single Bracket (2-lags) either side of column.	17'-6"	15'-0"	13'-3"	11'-9"
Two Single Brackets (2-lags each), one each side of column.	35'-0"	30'-0"	26'-6"	23'-6"
One Double Bracket (4-lags) either side of column. Spans are on both sections, opposite each other.	31'-9"	27'-2"	23'-11"	21'-2"
*Two Double Brackets (4-lags) either side of column. Spans are on both sections, opposite each other.	40'-0"	40'-0"	40'-0"	40'-0"

\* For openings larger than 40'-0", consult a local licensed professional engineer or architect.

Example: A double section unit with each section being 14 feet wide;  
 Span "A" is 18'-0", matching span both sections;  
 Span "B" is 14'-8", matching span both sections;  
 Span "C" is 6'-8", matching span both sections; and  
 Span "D" is 13'-4", one side only.

**ANCHOR SPAN**



**Longitudinal ties:**

Longitudinal ties are required for ALL wind zone installations, regardless of the date of manufacture, when installation occurs after the effective date of these rules.

Longitudinal ties are designed to prevent lateral movement along the length of the home.

When conventional anchors and straps are used; the required number of ties must be installed as appropriate. The strap(s) may be connected or wrapped around front or rear chassis header members, around existing cross members or spring hangers. A strap must be within 3 inches of where the cross member attaches to the main I-beam. Alternatively, brackets to receive the strap(s) may be attached to the bottom flange of the main I-beams. The location of the connection points along the length of the I-beams are not critical, as long as the number of longitudinal ties required for each end of each home section are installed with their pull in opposite directions. No two anchors shall be within 4 ft of each other. No two ties shall be attached to the same structural member of the home, other than a main longitudinal frame member or a front or rear chassis header member.

Anchors require stabilizer plates when the anchor shaft is not in line with strap (plus or minus 10 degrees).



V. **PROPERTY LOCATION**

- **Home # 1 – Arroyo Colorado Estates Colonia**
  - 25772 Relin Rd., San Benito, TX 78586
  - Property ID: 184570, Legal Description: Arroyo Colorado Estates Lot 19, Block.
  - Size: 0.1722 Acres, Dimensions: 60 X 123
- **Home # 2 - Olmito Colonia**
  - 7252 Gay St., Olmito, TX 78575
  - Property ID: 90759, Legal Description: Olmito Original Townsite Groves Lot 1, Block 28, 0.1550 Acres.
  - Size: 0.1550 Acres, Dimensions: 50 X 135
- **Home # 3 - Sebastian Colonia**
  - 13126 W. Broadway St., Lyford, TX 78569
  - Property ID: 17009, Legal Description: Sebastian Orign Town, Block 25, Lot 22 Thru 23.
  - Size: 0.16 Acres, Dimensions: 50 X 140

VI. **ITEMS TO BE TEMPORARY REMOVED & CLEARED:**

1. Structures – All items listed below must be temporary removed and/or relocated intact in order to bring in new manufactured mobile home unit into its final installation location.
  - Tool sheds/ outbuildings (might be some exempt items to be identified during pre-bid site visit)
  - Fences
  - Gas meters, utility connections etc. (if any)
  - All structural debris and any non-native-native items
  - All installation/construction debris must go to a legal Municipal Landfill for Property Disposal

VII. **ITEMS TO REMAIN INTACT:**

1. All Trees, and plants must remain on the property and not disturbed nor damaged or removed. (might be some exempt items to be identified during pre-bid site visit)
2. Utility Poles

VIII. **REQUIRED COMPLETION TIME:**

Not to exceed 21 to 30 days from the bid award date.

IX. **LIQUIDATED DAMAGES:**

In submitting the bid, bidder agrees to complete the work within the required time as specified. A sum of \$500.00 will be charged to the Contractor as liquidated damages for each day beyond the Completion Date that the Work is not substantially complete.

X. **SITE EXAMINATION:**

Visit the project site before submitting a bid. Submittal of a bid constitutes acknowledgment that the site and site conditions have been inspected and taken into account in preparation of the bid.

**A non-mandatory pre-bid meeting is scheduled for this bid on Friday, January 3<sup>rd</sup>, 2025 at 9:00 am at San Benito Annex Building follow by a job site visit to each of the three (3) locations.**

**XI. QUALIFICATIONS:**

To demonstrate qualifications for performing the Work of this Contract, Bidders may be requested to submit written evidence of financial position, previous experience, and current commitments.

**XII. ACCEPTANCE:**

If this Bid is accepted by the County within the time period stated, the County will execute the Agreement within three to seven days of receipt of written Notice of Award and commence work within three to five days after receipt of Written Notice to Proceed. *Cameron County will work with successful contractor on commencing work depending on time required to obtain all required permits.*

**XIII. INSPECTION OF INSTALLATION OF NEW MANUFACTURED MOBILE HOME WORK:**

The County will make inspections of installation of new manufactured mobile home work as follows:

- a) Compliance inspection, as necessary, to assure that the work is being completed in accordance with the contract and/or the local, state and federal regulations.
- b) A final inspection to determine that the work has been completed in accordance with the purchase and installation of new manufactured mobile homes contract and/or local, state and federal regulations.
- c) An inspection after completion to determine the satisfactory completion of the project.

**XIV. TEMPORARY UTILITIES AND TEMPORARY RESTROOM:**

Bidder shall be responsible at his/her own cost for use of utilities necessary to complete installation of new manufactured mobile homes.

Bidder shall be responsible for renting a temporary restroom during the entire phase of the project.

**GENERAL QUESTIONNAIRE**

**PURCHASE & INSTALLATION OF THREE (3) NEW MANUFACTURED MOBILE HOMES  
UNDER COLONIA SELF-HELP PROGRAM OF CAMERON & WILLACY COUNTIES**

**Bid # 250102**

1. Identify the names of all Subs to be utilized in this bid. (Proof of insurance must be provided by all subs Prior to award of contract).

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2. Identify all disposal sites i.e.: Landfills to be utilized for:  
(all of these items must be disposed of safely and legally) **if any**

: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Normal Construction Debris:**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

**SAFETY RECORD QUESTIONNAIRE**

(must be submitted with bid form)

The County may at its discretion disqualify any bidder which has had final orders entered by the Occupational Safety and Health Review Commission (OSHRC) against the bidder, or any firm or individual acting on its behalf, for serious violations of OSHA regulations within the past three years; and/or which has been, or has had any firm or individual acting on its behalf, convicted of a criminal offense within the past ten years which resulted in serious bodily injury or death.

**QUESTION ONE**

Has the bidder, or any firm or individual acting on behalf of the bidder, received citations for violations of OSHA within the past three years?

YES \_\_\_\_\_ NO \_\_\_\_\_

If the bidder has indicated YES for question number one above, the bidder shall provide to the Owner, with its bid submission, complete information regarding the date of citation, location of establishment inspected, category of citation, final disposition of citation, and penalty assessed.

**QUESTION TWO**

Has the bidder, or any firm or individual acting on behalf of the bidder, ever been convicted of a criminal offense which resulted in serious bodily injury or death?

YES \_\_\_\_\_ NO \_\_\_\_\_

If the bidder has indicated YES for question number two above, the bidder shall provide to the Owner, with its bid submission, complete information regarding the date of offense, County where offense occurred, type of offense, final disposition of offense, and penalty assessed.

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions, I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my bid to be rejected.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

LABOR LIABILITY/WAGE AND HOUR LAWS

Wage, Hour, and EEOC Laws

It is expected that the bidder will meet all state and federal wage and hour laws and EEOC requirements and laws: i.e.: to a) regular hours and pay, b) overtime hours and pay and c) minimum wage and all other legal requirements applicable. Non-compliance with such laws will be the responsibility of the bidder.

LABOR LIABILITY WAIVER

County of Cameron, Texas, vendor, engineer, contractor, sub-contractor, all material and labor are subject to the "General Conditions of the Contract for Mowing", AIA Document AIA 201, and the "Instructions to Bidders", provided by the County of Cameron.

- (A) Vendor's Liability Insurance: The vendor shall carry Workman's Public Liability, Bodily Injury, and Property Damage Insurance as instructed by the County of Cameron. In the absence of requirements by the County, the contractor shall carry all the above in at least the minimum amounts required by the law.
(B) Property Insurance: The vendor shall purchase and maintain all Property Damage Insurance as defined in the General Conditions or as instructed otherwise by the County. The owner shall be named jointly insured as well as the vendor.
(C) Owner's Liability Insurance: Cameron County will provide its own insurance as defined in the General Conditions.
(D) Insurance - Cameron County's Requirements: The vendor and his sureties shall indemnify and hold harmless the owner and its officials, agents, and employees from all suits actions or claims of any character, name and description brought for, or on account of, any injuries or damages received or sustained by any person or persons or property, by/from said contractor or his/her employees or by/in consequence of any negligence in safeguarding the work or by/on account of any claims or amounts recovered under the Worker's Compensation Laws or any other law, ordinance, order or decree.

As further and additional evidence of such indemnifications, the contractor shall furnish Certificates of Insurance providing that his interests are adequately covered by the following minimum requirements:

Worker's Compensation: Statutory Requirements

Automobile Liability:

Table with 2 columns: Description and Amount. Rows include Bodily Injury (Each person) at \$250,000.00, Bodily Injury (Each accident) at \$500,000.00, and Property Damage at \$100,000.00.

General Liability (Including Contractual Liability):

Table with 2 columns: Description and Amount. Rows include Bodily Injury (Per occurrence) at \$500,000.00, Bodily injury Aggregate at \$1,000,000.00, Property Damage (Per occurrence) at \$500,000.00, Property Damage Aggregate at \$1,000,000.00, Fire Damage at \$100,000.00, and Medical Expense (Anyone (1) person) at \$5,000.00.

Excess Liability:

Umbrella Form ..... Not Required

- (E) Safety Requirements: It is expected that the bidder will meet all state and federal safety standards and laws that are in effect on the date of the bid for the item(s) that are being specified and the particular use for which they are meant.
(F) Acknowledgement: Bidder - please sign and date below and return with your quotation.

I hereby certify the vendor and his/her sureties are in full compliance with all the above listed requirements and shall indemnify and hold harmless the County of Cameron and its officials, agents, and employees from all suits, actions or claims of any character, name and description brought for, or on account of, any injuries or damages received or sustained by any person or persons or property, by/from said vendor or his/her employees or by/in consequence of any negligence in safeguarding the work or violations of any federal and state wage and hour laws as well as EEOC laws, or by/on account of any claims or amounts recovered under the Worker's Compensation Laws or any other law, ordinance, order or decree.

Business Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

## TWCC RULE 110.110 WORKERS' COMPENSATION INSURANCE COVERAGE

If this bid package is for a building or construction contract, all of the provisions of this rule as shown below apply. Since this is a mandatory requirement, cost increases should not be experienced because of the need to comply with the Texas Workers' Compensation Law. For additional information contact the Texas Workers' Compensation Commission, Southfield Building, 400 S. IH-35, Austin, Texas 78704-7491, (512) 440-3618.

A. Definitions:

Certificate of Coverage ("Certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096 – Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with governmental entity showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- (1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (2) No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.



- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 4041.011(44) for all its employees providing services on the project, for the duration of the project.
  - (2) Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - (3) Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - (4) Obtain from each other person with whom it contracts, and provide to the contractor:
    - (a) A certificate of coverage, prior to the other person beginning work on the project, and
    - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (5) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - (6) Notify the government entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

**BID FORM**

**PURCHASE & INSTALLATION OF THREE (3) NEW MANUFACTURED MOBILE HOMES  
UNDER COLONIA SELF-HELP PROGRAM OF CAMERON & WILLACY COUNTIES  
Bid # 250102**

PURCHASE & INSTALLATION OF THREE (3) NEW MANUFACTURED MOBILE HOMES TO BE INSTALLED IN CAMERON & WILLACY COUNTIES.

This Bid is for: Complete purchase and installation of manufactured mobile homes to be installed at the following locations:

- **Home # 1 – Arroyo Colorado Estates Colonia**  
25772 Relin Rd., San Benito, TX 78586, Property ID: 184570, Legal Description: Arroyo Colorado Estates Lot 19, Block.
- **Home # 2 - Olmito Colonia**  
7252 Gay St., Olmito, TX 78575, Property ID: 90759, Legal Description: Olmito Original Townsite Groves Lot 1, Block 28, 0.1550 Acres.
- **Home # 3 - Sebastian Colonia**  
13126 W. Broadway St., Lyford, TX 78569, Property ID: 17009, Legal Description: Sebastian Origin Town, Block 25, Lot 22 Thru 23.

Total bid price shall be all inclusive of any labor, materials, heavy equipment, permits, disposal fees, temporary restroom and/or any other direct or indirect cost associated to fully install each manufactured mobile home and clean up property "TURN-KEY".

➤ **Home # 1 – Arroyo Colorado Estates Colonia**

- **OPTION 1 - Total Bid Price to install a 2 bedroom/1 bath mobile home: \$ \_\_\_\_\_**

Same price in words: \_\_\_\_\_

- **OPTION 2 - Total Bid Price to install a 4 bedroom/2 bath mobile home: \$ \_\_\_\_\_**

Same price in words: \_\_\_\_\_

Total installation completion date per mobile home above listed: \_\_\_\_\_ (Not to exceed 30 days)

➤ **Home # 2 – Olmito Colonia**

- **OPTION 1 - Total Bid Price to install a 2 bedroom/1 bath mobile home: \$ \_\_\_\_\_**

Same price in words: \_\_\_\_\_

- **OPTION 2 - Total Bid Price to install a 4 bedroom/2 bath mobile home: \$ \_\_\_\_\_**

Same price in words: \_\_\_\_\_

Total installation completion date per mobile home above listed: \_\_\_\_\_ (Not to exceed 30 days)

➤ **Home # 3 – Sebastian Colonia**

- **OPTION 1 - Total Bid Price to install a 2 bedroom/1 bath mobile home: \$ \_\_\_\_\_**

Same price in words: \_\_\_\_\_

- **OPTION 2 - Total Bid Price to install a 4 bedroom/2 bath mobile home: \$ \_\_\_\_\_**

Same price in words: \_\_\_\_\_

Total installation completion date for 2 bedroom/1 bath mobile home above listed: \_\_\_\_\_ (Not to exceed 30 days)

Total installation completion date for 4 bedroom/2 bath mobile home above listed: \_\_\_\_\_ (Not to exceed 30 days)

**NOTE:** Cameron County reserves the right and option to award contract for purchase and installation for each new manufactured mobile home based on individual option of home size (**Exhibit A** -2 bedroom, 1 bath or **Exhibit B** -4 bedrooms, 2 bath option)

The bid prices include all requirements listed in this bid and all costs to be incurred as set forth in the attached Specifications' Packet instructions. I have read all instructions and agree to comply with all the requirements.

**BID FORM**  
**PURCHASE & INSTALLATION OF THREE (3) NEW MANUFACTURED MOBILE HOMES**  
**UNDER COLONIA SELF-HELP PROGRAM OF CAMERON & WILLACY COUNTIES**  
**Bid # 250102**

PURCHASE & INSTALLATION OF THREE (3) NEW MANUFACTURED MOBILE HOMES TO BE INSTALLED IN CAMERON & WILLACY COUNTIES.

**BIDDER:** \_\_\_\_\_ (print or type)

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(City/State/Zip Code)

**BIDDER'S SIGNATURE:** \_\_\_\_\_

**TELEPHONE NO.**(\_\_\_\_) \_\_\_\_\_ **DATE** \_\_\_\_\_

**PLEASE PROVIDE COPIES OF YOUR PROPOSED MANUFACTURED MOBILE HOME DIAGRAM/CONFIGURATION FOR REVIEW AND ACCEPTANCE BY CAMERON COUNTY.**

**ALTERNATIVE BID  
COOPERATIVE - INTERLOCAL**

**PURCHASE & INSTALLATION OF THREE (3) NEW MANUFACTURED MOBILE HOMES  
UNDER COLONIA SELF-HELP PROGRAM OF CAMERON & WILLACY COUNTIES  
Bid # 250102**

NOTE: In addition to responding to our “local” solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on OMNIA, Buy Board, H-GAC, TPASS, PCA, US Communities and/or any other State of Texas recognized and approved cooperative by Cameron County which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included) All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

COOPERATIVE – INTER-LOCAL NAME	CONTRACT NUMBER	CONTRACT EXPIRATION DATE

\*Must provide complete documentation with bid package for cooperative/inter-local alternate contract submittal.

Bidder \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(City/State/Zip)

Representative’s name: \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Telephone \_\_\_\_\_

Email address: \_\_\_\_\_



**ADDENDUM  
ACKNOWLEDGEMENT FORM**

**PURCHASE & INSTALLATION OF THREE (3) NEW MANUFACTURED MOBILE HOMES  
UNDER COLONIA SELF-HELP PROGRAM OF CAMERON & WILLACY COUNTIES**

Title of Project

**Bid # 250102**

Receipt of the following Addendum is acknowledged:

*Failure to acknowledge an addendum may result in a Respondent being deemed non-responsive.*

Addendum no. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum no. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum no. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum no. \_\_\_\_\_ Date: \_\_\_\_\_

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

Title \_\_\_\_\_

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

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

**Attachment A**

**Bid Title** \_\_\_\_\_ **Bidders Name** \_\_\_\_\_ **Date:** \_\_\_\_\_

**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 Bid.

**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 BID**

STATE OF TEXAS  
COUNTY OF CAMERON

**AFFIDAVIT**

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted (within 60 days), 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.

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

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

That the foregoing bid submitted by \_\_\_\_\_

\_\_\_\_\_ hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder. The bidder is not a member of any trust, pool, or combination to control the price of products or services bid on, or to influence any person to bid or not to bid thereon. I further affirm that the bidder 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 Bid. The contents of this bid as to prices, terms or conditions of said bid 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 bid.

Name and Address of Bidder:

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

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

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

Signature

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

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

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

\_\_\_\_\_  
Notary Public in and for County \_\_\_\_\_ State \_\_\_\_\_

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



**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:

“Nonresident bidder” refers to a person who is not a resident.

“Resident bidder” 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.

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

Bidder of Texas as defined in Government Code §2252.001.

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

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

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

NON-COLLUSION STATEMENT

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

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

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

Four horizontal lines for providing a response to question 01.

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

Four horizontal lines for providing a response to question 02.

Signature of person doing business with the governmental entity

Date

THIS FORM MUST BE RETURNED WITH YOUR BID

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 1st following the January 1st 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, 2007.

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

Cameron County Acct #'s : Real Estate Personal Property

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

Signature of person doing business with the governmental entity

Date

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**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.

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 BID***

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

Please answer each individual question. If it does not pertain to your company, please write "N/A" and sign at the bottom of page

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>		<b>OFFICE USE ONLY</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>Date Received</p>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>		
<p><b>2</b> <input type="checkbox"/> 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.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>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 or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>		

## **CONFLICT OF INTEREST QUESTIONNAIRE**

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

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
  - (2) the vendor:
    - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor;
    - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.

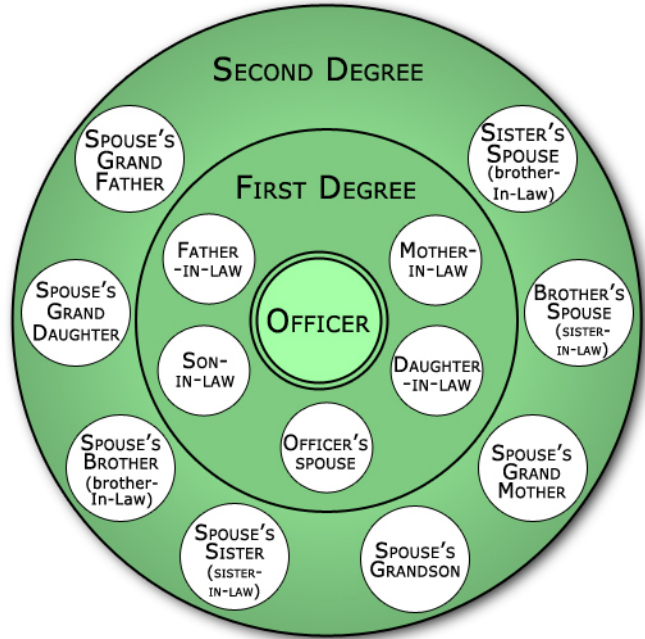
***THIS FORM MUST BE RETURNED WITH YOUR BID***

# NEPOTISM CHART

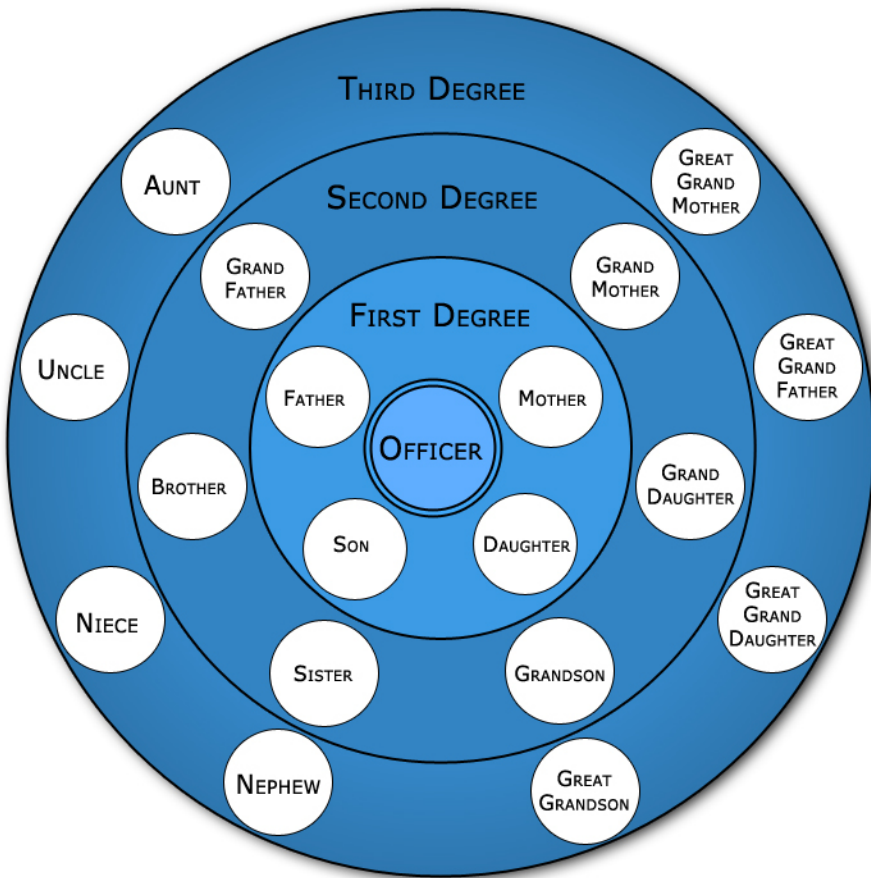
The chart below shows

- **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





**DISCLOSURE OF INTERESTS**

**MUST BE FILLED OUT AND SUBMITTED WITH THE BID/RFP/RFQ**  
**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 (use box below)

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.

**Please write "N/A" in the boxes if non-applicable**

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 BID***



**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.*
- 3. *Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response. (HB 793 – exemptions).*

**EXEMPTIONS APPLY TO THE FOLLOWING:**

- between a governmental entity and a company with less than 10 full-time employees*
- has a value of less than \$100,000 paid wholly or partly from public funds of the governmental entity*

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

**Please attach the 1295 Form**

**See link below to login to  
Texas Ethics Commission website**

**[1295 Filing Info](#)**

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

# GENERAL TERMS & CONDITIONS

## (Requests for Bids (RFB))

**ADDENDA:** If RFB 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 bidders. Bidders must acknowledge receipt and consideration of any such changes by signing the addendum and including it in the package containing the Bidder's submittal.

**ADVERTISING:** Unless otherwise required by law, bidders responding to County RFBs shall not publish and shall keep confidential their intentions and actions respecting any response to the RFB.

**AWARD:** Cameron County may hold all bids until award is made. Cameron County reserves the right to delete any item it considers too expensive. Bid prices are to be F.O.B. Cameron County. All discounts will be considered in determining the lowest, responsible bidder. Cameron County reserves the right to award this contract on the basis of LOWEST AND BEST BID in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one Bidder, to reject any or all bids. In the event the lowest dollar Bidder meeting specifications is not awarded a contract, the Bidder may appear before the Commissioners Court and present evidence concerning bidder's responsibility after officially notifying the office of the Purchasing Agent of his intent to appear

**BONDS:** If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's check are not acceptable.

**CANCELLATION AND TERMINATION:** In any contract resulting from the RFB, the County shall have the right to cancel all or any part of the undelivered portion of the contract if (1) Bidder breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or the (2) Bidder 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 affected by the delivery 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.

**TERMINATION:** 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 Bidder breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Bidder 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 affected by the delivery 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.

Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Cameron County's satisfaction and/or to meet all other obligations and requirements. Cameron County may terminate the contract without cause upon thirty (30) days written notice.

**COLOR SELECTION:** Determination of colors of materials is a right reserved by using department unless otherwise specified in bid. Unspecified colors shall be quoted as standard colors, NOT colors which require up-charges or special handling. Unspecified fabrics or vinyls should be construed as medium grade. If Bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept items and demand correct shipment without penalty, subject to other legal remedies.

**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 Bidder 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 Cameron County Purchasing Dept. or Dylbia Jeffries 956-550-1340 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 Bidder 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 Bidder fails to notify the County within the 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 comply with the provisions of fair employment practices, the contractor agrees as follows: 1.) the contractor 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 contractor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the contractor 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 contractor 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 BIDDER:** Upon signing this bid document, a Bidder offering to sell supplies, materials, services, or equipment to Cameron County certifies that the Bidder 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 the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the Bidders. Bids for which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a Bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all the bids submitted by that Bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

**EVALUATION:** Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors which have a bearing on the price and performance of the items in the user environment. All bids are subject to tabulation by the Cameron County Purchasing Department and recommendation to Cameron County Commissioners Court. Compliance with all bid requirements, delivery and needs of the

using department which are considerations in evaluating bids. **Pricing is NOT the only criteria for making a recommendation.** The Cameron County Purchasing Department reserves the right to contact any Bidder, at any time, to clarify, verify or request information with regard to any bid.

**PROTEST PROCEDURES:** Procedure - This protest procedure is available to vendors responding to this Bid 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 Bid 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 RFB’s proposers are given the opportunity to ask questions of the Evaluation Committee relative to their Proposal and scores received by their firm.

**Protests are made** - 1. To the Purchasing Department after the debriefing conference. Vendor protests shall be received, in writing, by the Purchasing Department within five (5) business days after the vendor debriefing conference. 2. To the Commissioners Court, only after the protest to the Purchasing Department was not resolved satisfactory to the protestor. Protests to the Commissioners Court shall be made within five (5) business days after the vendor has received notification from the County Purchasing Department of his/her decision.

**Grounds for protest** – 1. Errors were made in computing the score. 2. The County failed to follow procedures established in the Bid, the Purchasing policy: Acquisition 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 vendors shall include, in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Vendors shall, at a minimum, provide: 1. Information about the protesting vendor; 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) protested. 4. Specific reference to the grounds for the protest. 5. Description of the relief or corrective action requested. 6. For protests to the Commissioners Court, a copy of the Purchasing Department’s written decision on the protest.

**Review Process** – 1. Upon receipt of a vendor protest, the Purchasing Department shall postpone further steps in the acquisition process until the vendor 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 vendor. b) A written decision will be delivered to the vendor within five business days after receipt of the protest, unless more time is needed. The protesting vendor 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 conduct, 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 a) Correct its errors and reevaluate all proposals, and/or b)Reissue the vendor solicitation document; or c) Make other findings and determine other courses of action as appropriate.

**Commissioners Court Review Process** - Protests to the Commissioners Court may be made only for Commissioners Court approved acquisitions, and only after review by the County Purchasing Department. Protests of the decisions of County Purchasing Department shall be made by letter to the County Judge, Commissioners Court, who may establish procedures to resolve the protest. Protests shall be received by the County Judge, Commissioners Court, within five business days after the decision of the Purchasing Department in order to be considered. The resulting 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. 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 Bidder 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 Bidder.

**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 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 exist) must be attached and included with Bid submitted. The County may, by written notice to the Seller, cancel this contract without liability to Bidder if it is determined by County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Bidder, or any agent, or representative of the Bidder, 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 performing 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 cost incurred by Bidder in providing such gratuities. Consistent and continued tie bidding could cause rejection of bids by the County and/or investigation for Anti-Trust violations. Bidder guarantees that he has not retained a person to solicit or secure this 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 contractor for the purpose of securing business.

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

**LOCAL BIDDER’S PRINCIPAL PLACE OF BUSINESS - 3% PREFERENCE:** (consideration of location) The County Commissioner’s Court may award to the lowest bidder or the bidder whose principal place of business is within Cameron County if the Commissioner’s Court determines, in writing, that the local bidder offers the County the best combination of contract price and additional economic development opportunities for Cameron County created by the contract award, including the employment of residents of Cameron County and increased tax revenues to Cameron County. This option exists only within 3% pricing of the lowest bid price. In order to provide the County Commissioner’s Court adequate information for assisting in considering this option, the bidder should submit with each bid the following information for Commissioner’s Court review with all information requested to be detailed and \$\$\$ current quantifiable numeric data. 1. Where is your principal place of business (ie: Corporate Headquarters) City, County, State, Signature of Bidder, Title, Date? Along with this information, submit information with responses to the following questions. 2. Why and how does the bidder believes that the local bidder offers the County additional economic development opportunities for Cameron County created by the contract award? 3. How will award to local bidder benefit the employment of residents of Cameron County? 4. How many employees does bidder employ within Cameron County and how many employees are affected financially by award/purchase? 5. How will award to local bidder increased tax revenues to Cameron County? This information should be provided and updated with each bid submitted to the County. If bidder is local and within 3% of the lowest bid, this

information will be submitted to Commissioner's Court along with tabulation sheet. There has been no mandatory requirement or Policy established by Commissioners Court which requires submitting answers to these questions or attending Commissioners Court meetings for the awarding of bids relative to 3% local preference, however individual Commissioners may or may not have preferences (relative to these issues) when making their decision. This paragraph will be revised upon policy change made by Commissioners Court.

**INSURANCE:** The Bidder 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 Bidder 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 Bidder to maintain adequate insurance coverage at all times. Failure of the Bidder to maintain adequate coverage shall not relieve the Bidder of any contractual responsibility or obligation.

**MAINTENANCE:** Maintenance required for equipment bid 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", an Bidder 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 Bidder to furnish this documentation will be cause to reject any bid applying thereto.

**NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of Cameron County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with Bidders. 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 this 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 course of the contract, unless open market price increases are allowed.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder 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 bid response, Bidder either electronically scans, re-types, or in some way reproduces the County's published bid package, then in event of any conflict between the terms and provisions of the County's published bid specifications, or any portion thereof, and the terms and provisions of the bid response made by Bidder, the County's bid specifications **as published** shall control. Furthermore, if an alteration of any kind to the County's published bid 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 practice is 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. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid. **Substitute items will not be accepted unless approved (in advance).**

**SUPPLEMENTAL MATERIALS:** Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid 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 Bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

**TITLE TRANSFER:** Title and Risk of Loss of goods shall not pass to Cameron Count 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. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" 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 RFB. 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, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

**WARRANTY PRICE:** (a) The price to be paid by the County shall be that contained in Bidder's response which Bidder warrants to be no higher than Bidder'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 Bidder breaches this warranty, the prices of the items shall be reduced to the Bidder's current prices on orders by others, or in the alternative, County may cancel this contract without liability to Bidder for breach or Bidder's actual expense. (b) The Bidder 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 Bidder 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. Bidder shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Bidder may not limit or exclude any implied warranties. Bidder warrants that product sold and services provided to the County shall conform to the standards 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 offeror's expense. If Bidder fails to make the appropriate correction within a reasonable time, Cameron County may correct at the offeror's expense.

Bidder warrants that product sold and services provided to the County shall conform to the standards and laws established by the U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970.

**WARRANTY ITEMS/PRODUCTS:** Bidder 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 Bidder's expense. If Bidder fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Bidder's expense.

Bidder 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.

Bidder warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFB invitation and to the sample(s) furnished by Bidder, 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 Bidder 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 Bidder at no expense to the County.

**SAFETY WARRANTY:** As noted above, Bidder 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 Bidder's expense. In the event Bidder fails to make the appropriate correction within a reasonable time, correction made by County will be at Bidder's expense. Have you attached the required warranty information to the RFB (if applicable)?  Yes,  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 Bidder without the written permission of the County. Any attempted assignment or delegation by Bidder 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 Bidder. 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 RFB have been delivered and accepted and all contract requirements have been satisfied

**ERRORS AND OMISSIONS:** Errors and Omissions in the RFB or any provision herein described will not be construed as to relieve the Bidder 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 RFB 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 Bidder, shall indemnify and hold Cameron County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from Bidder's performance. Bidder shall procure and maintain, with respect to the subject matter of this RFB, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Bidder's liability as may arise directly or indirectly from work performed and goods or services sold and under the terms of this RFB. 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, Bidder 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 Bidder for indemnification in the event Bidder gets sued on the grounds of infringement or the like. If Bidder is of the opinion that an infringement or the like will result, Bidder 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, Bidder will hold County harmless. If Bidder 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 Bidder the reasonable cost of Bidder's search as to infringement. The Bidder agrees to protect the County from claims involving infringement of patents or copyrights.

#### **INDEMNIFICATION**

BIDDER covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the County and the elected officials, employees, officers, directors, volunteers and representatives of the County, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the County directly or indirectly arising out of, resulting from or related to BIDDER'S activities under this contract, including any acts or omissions of BIDDER, any agent, officer, director, representative, employee, consultant or subcontractor of



BIDDER, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of County, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT BIDDER AND COUNTY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE COUNTY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. BIDDER shall advise the County in writing within 24 hours of any claim or demand against the County or BIDDER known to BIDDER related to or arising out of BIDDER's activities under this contract and shall see to the investigation and defense of such claim or demand at BIDDER's cost. The County shall have the right, at its option and at its own expense, to participate in such defense without relieving BIDDER of any of its obligations under this paragraph.

**INTERPRETATION PAROLE EVIDENCE:** Unless a separate contract or addendum hereof is prepared and entered into following the award of this RFB to a successful bidder, this writing is intended by the parties as a final expression of the terms of this RFB 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 RFB 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:** RFB 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:** Bidder must meet all Federal and State OSHA requirements.

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

**RIGHT TO ASSURANCE:** During the RFB process and any resulting contract, whenever a Bidder or the 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 RFB 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.

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

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

**OTHER TERMS:** The Bidder 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.

**STANDARD FORM OF AGREEMENT**

STATE OF TEXAS §

COUNTY OF CAMERON §

**THIS AGREEMENT, MADE AND ENTERED INTO THIS THE \_\_\_ DAY OF \_\_\_, 20\_\_\_, A.D., by and between the County of Cameron thereunto duly authorized so to do, Party of the First Part, hereinafter called County, and \_\_\_\_\_, of the City of \_\_\_, \_\_\_\_\_ County, Texas, Party of the Second Part hereinafter termed Contractor.**

**WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (County), and under the conditions expressed in the bond bearing every date herewith, the said Party of the Second Part (Contractor), hereby agrees with said Party of the First Part (County), to commence and complete the installation of new manufactured mobile homes described as follows: \_\_\_\_\_**

**\_\_\_\_\_, and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement, Special Conditions of the Agreement, Technical Specifications and Plans and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories, with the conditions and prices stated in the Proposal attached hereto, in accordance with all General Conditions of the Agreement, Special Conditions of the Agreement, Technical Specifications and Plans and in accordance with the Plans, which include all maps, plats, blueprints and other drawings and printed or written explanatory matter thereof, and the specifications therefore, together with the Contractor's written approval, and the General Conditions of the Agreement, Special Conditions of the Agreement, Technical Specifications and Plans and the Construction Bonds hereto attached, all of which are made a part hereof and collectively evidence and constitute the entire contract.**

**The Contractor hereby agrees to commence work within \_\_\_ days after the date written notice to do so shall have been given to him, and to substantially complete same within \_\_\_ calendar days, after the date of the written notice to commence work.**

**The County agrees to pay the Contractor in current funds the sum of \$\_\_\_\_\_ for the performance of the Contract in accordance with the proposal submitted therefore, subject to additions and deductions as provided in the General Conditions of the Agreement, and to make payment on account thereof as provided therein.**

**Contractor further agrees not to do any work unless he has received a valid Purchase Order issued by Cameron County for payment of the work to be accomplished.**

**This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the party to be charged. This Agreement may be amended, provided that no amendment, modification, or alteration of the terms of this agreement shall be binding unless the same is in writing and duly executed by the parties hereto.**

All notices to Cameron County shall be sent by certified or registered mail, addressed to: Cameron County Judge, Cameron County Courthouse, 964 East Harrison Street, Brownsville, Texas 78520, and Cameron County Engineer, 805 W. Price Rd., Brownsville, Texas 78521, or at such other address as the COUNTY may otherwise designate. All notices to Contractor shall be sent certified or registered mail, addressed to: Attn: \_\_\_\_\_, or at such other address as said Contractor may otherwise designate in writing.

This Agreement shall be governed by the laws of the State of Texas and venue shall be in Cameron County.

IN WITNESS WHEREOF, the parties of these presents have executed this Agreement in quadruplicate in the year and day first above written.

\_\_\_\_\_  
**PARTY OF THE SECOND PART**  
(Contractor)

\_\_\_\_\_  
**PARTY OF THE FIRST PART**  
(County)  
**Eddie Treviño**  
Cameron County Judge

**ATTESTED BY:**

**Sylvia Garza Perez, County Clerk**

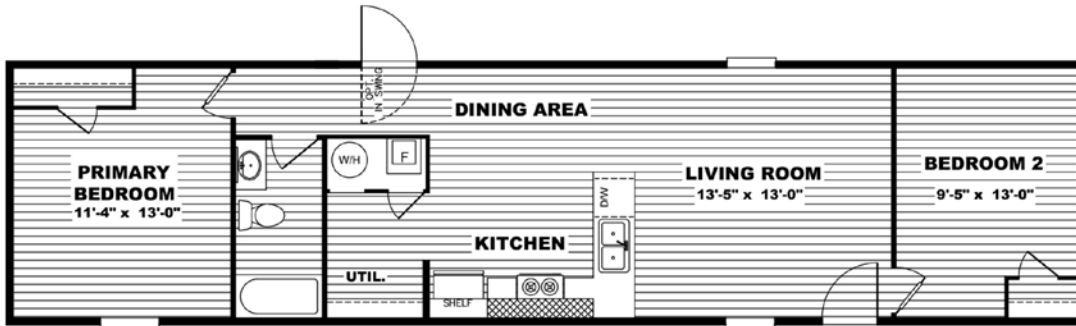
**CERTIFICATE OF INSURANCE**  
(To be inserted here)  
(Upon Award)

- Home # 1 – TWO (2) BED, ONE (1) BATH – 765sq. ft. , 14x56  
manufactured mobile home



# BLISS

TRS14562A // 2 beds // 1 bath // 765 sq. ft. // 14x56



*This above diagram shows the type of manufacturer mobile home standard specifications and configurations that Cameron County will require for each participant to comply with as per the technical specifications included in this bid solicitation. Please provide your proposed mobile home diagram with your bid solicitation.*

*Cameron County will reserve the right and option to accept or denied any proposed mobile home diagram configuration.*

EXHIBIT "B" 4 BED/2 BATH

- **Home # 1 – FOUR (4) BED, TWO (2) BATH – 1,038sq. ft. , 14x76**  
**manufactured mobile home**



# GRAND

TRS14764A // 4 beds // 2 baths // 1,038 sq. ft. // 14x76



*This above diagram shows the type of manufacturer mobile home standard specifications and configurations that Cameron County will require for each participant to comply with as per the technical specifications included in this bid solicitation. Please provide your proposed mobile home diagram with your bid solicitation.*

*Cameron County will reserve the right and option to accept or denied any proposed mobile home diagram configuration.*

**END OF BID PACKAGE**