



**CAMERON COUNTY  
PURCHASING DEPARTMENT  
INVITATION TO RFP**

**RFP NUMBER: 1222**

**RFP TITLE: REQUEST FOR PROPOSALS FOR BANK DEPOSITORY SERVICES**

**DATE DUE: MARCH 19, 2025**

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

RFP's will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – Basement Floor – Room # B17 at 3:01 p.m. (as per Purchasing Dept. time clock) on deadline due date. RFPs received later than the date and time above will not be considered.

Please return RFP **ORIGINAL (marked "ORIGINAL") AND ONE (1) COPY (marked "COPY")** sets and **an electronic copy on a flash drive (searchable PDF format file only)** of your RFP submittal for review by evaluation committee in a sealed envelope. Be sure that return envelope shows the RFP Number, Description and is marked "SEALED RFP".

RETURN RFP TO:

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

**Questions/clarifications must be submitted by: Wednesday, March 5<sup>th</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 fax to 956-550-7219, attention to Roberto C. Luna, Purchasing Agent)

**Addendum to answer all questions/clarifications will be released on Monday, March 10<sup>th</sup>, 2025.**

For additional information or to request addendum contact: Roberto Luna or Dalia Loera at (956) 544-0871, E-mail: [purchasing@co.cameron.tx.us](mailto:purchasing@co.cameron.tx.us). To ask specific questions about project requirements, please call: front desk/main line at (956) 544-0871

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

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

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

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

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

**Is Proposer'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 RFP according to the published provision of this RFP. When an award letter is issued, this RFP becomes the contract. If an RFP required specific Contract is to be utilized in addition to this RFP, this signed RFP will become part of that contract. When an additional Contract is required an RFP award does not constitute a contract award and RFP Contract is not valid until contract is awarded by Commissioners Court (when applicable) signed by County Judge) and Purchase Order is issued.

**Responders 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 page will disqualify the BID/PROPOSAL offer.**

# ACKNOWLEDGMENT OF RECEIPT

REQUEST FOR PROPOSALS

**RFP #1222**

**REQUEST FOR PROPOSALS FOR BANK DEPOSITORY SERVICES**

## **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 RFP package no later than **Friday, March 14, 2025 before 3:00 p.m. CST**. All questions regarding this RFP should also be submitted no later than the stated date and time on RFP 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 RFP solicitation, kindly indicate your reason for **“Not Responding/No-Participation”** below and fax or e-mail back to Cameron County Purchasing Department. This will ensure you remain active on our vendor list.

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

☐ **Yes, I will be able to submit a Proposal.**

☐ **No, I will not be able to submit a Proposal for the following reason:**

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

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

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

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

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

## CHECK LIST

Proposers 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 Proposer's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your RFP packet.

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

### Attachments

- ☒ **Addendum Acknowledgment Form – Attachment 1 (Page 42 of 63)**  
Be sure to complete this form and return with packet.
- ☒ **Exhibit A “Bank Depository Application” (Pages 19-22 of 63)**  
Be sure to complete these form and return with packet.
- ☒ **Exhibit B “Bank Depository Contract” (Pages 24-31 of 63)**  
Be sure to complete these form and return with packet.
- ☒ **Exhibit C “Investment Policy & Procedures” (Pages 32-39 of 63)**  
Be sure to complete these form and return with packet.
- ☒ **Attachments A, B, C, D, E, F, G, H, I & J (Pages 43-24 of 63)**  
Be sure to complete these forms and return with packet.
- ☒ **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.
- ☐ **RFP Guaranty & Performance Bond Information & Requirements**  
This form applies only to certain RFP's/proposals. All public work contracts over \$25,000 require a Payment Bond and over \$100,000 must also have a Performance Bond in a form approved by the County. Please read carefully and fill out completely.

### Other – Final reminders to double check before submitting RFP

- ☐ Is your RFP sealed with RFP #, title, Proposer'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 responding please let us know why e-mail to: [Purchasing@co.cameron.tx.us](mailto:Purchasing@co.cameron.tx.us)

**CAMERON COUNTY, TEXAS**  
**REQUEST FOR PROPOSALS FOR BANK DEPOSITORY SERVICES**  
**RFP # 1222**

**INSTRUCTIONS FOR SUBMITTING RFP'S**

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

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your RFP with all appropriate supplements and/or samples. Prior to returning your sealed RFP response / submittal, all Addendums – if issued – should be reviewed and downloaded by entering the County Purchasing web <https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/>

Addendums Column (updated Addendums). These Addendums must be signed and returned with your RFP in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Annual RFP award information can be accessed at: <https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/>

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

Cameron County is an Equal Employment Opportunity Employer. Review this document in its entirety. Be sure your RFP is complete, and double check your RFP for accuracy.

**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 Proposer 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 RFP NOT MEETING the Minimum Requirements specified will be rejected.

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

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions results in a change or addition to this RFP, the Change(s) and addition(s) will be forwarded to all vendors involved as quickly as possible in the form of a written addendum only.

Verbal changes to RFP's must be backed-up by written addendum or written Q/A clarifications which would be posted on County Purchasing Web site. Without written Addendum or written Q / A clarification, verbal changes to RFP will not apply.

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

**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:  
Purchasing Department  
P: 956-544-0871 | Email: [purchasing@co.cameron.tx.us](mailto:purchasing@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.

#### **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 7<sup>th</sup> 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 7<sup>th</sup> 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 RFPs prior to award or award of Contract by Commissioner's Court will require that the Texas Ethics Commission (TEC) Form 1295 Electronic (on line) Vendor filing procedure be completed by Vendor.

All Vendors being recommended to Commissioners Court for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This Certification Form 1295 must be electronically submitted 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 RFP award. There is no charge for this TEC online process.

Texas Ethics Commission (TEC) Form 1295 must be completed (by firm – on line "New Form 1295 Certificate of Interested Parties Electronic Filing Application" Site at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) )

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/>

PROPOSER SHALL SUBMIT RFP ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE RFP PACKET. In the event of inclement weather and County Offices are officially closed on a Proposal deadline day, RFP's will be received unit 2:00 p.m. of the next business day. Proposals 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).

RFP's SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

PRESENTATIONS SEQUENCE TO EVALUATION COMMITTEE. Presentations to Evaluation Committee will be sequenced (in order) as determined by the utilization of RANDOM.ORG. Process will be conducted in the Purchasing Dept. with Auditor's designee present.

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

PROPOSERS MAY ATTEND PUBLICLY HELD COMM COURT MEETING FOR AWARD OF THIS SOLICITATION. All responding proposers are welcome to attend the publicly held Commissioners Court meeting relative to the outcome / award of this solicitation. Court Meeting agenda date and times may be obtained at the following web site: <https://www.cameroncountytexas.gov/commissioners-court-agendas/>

OPEN RECORDS ACCESS TO ALL INFORMATION SUBMITTED. All information included will be open to the public, other proposers, 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 RFP package.

PLEASE NOTE CAREFULLY

THIS IS THE ONLY APPROVED INSTRUCTION FOR USE ON SUBMITTING YOUR RESPONSE

1. **ORIGINAL (marked "ORIGINAL") AND ONE (1) COPY (marked "COPY")** sets and **an electronic copy on a flash drive (searchable PDF format file only)** of your RFP submittal for review by evaluation committee in a sealed envelope **MUST BE SUBMITTED**. Each RFP shall be placed in a separate envelope completely and properly identified with the name and number of the RFP. RFP's must be in the Purchasing Department **BEFORE** the hour and date specified.
2. Proposals **MUST** give full firm name and address of the proposer. **Failure to manually sign RFP will disqualify it.** Person signing RFP should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT.
3. Proposals **CANNOT** be altered or amended after deadline time. Any alterations made before deadline time must be initiated by Proposer or his authorized agent. No RFP can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.
4. Written and verbal inquiries pertaining to bids must give RFP Number and Company.
5. NO changes or cancellations permitted without written approval of Purchasing Agent. The County reserves the right to accept or reject all or any part of any RFP and waive minor technicalities.
6. This is a RFP inquiry only and implies no obligation on the part of Cameron County.
7. Partial RFP's will not be accepted unless awarded by complete category or line item. **To be awarded by total RFP**
8. It is expected that the Proposer will meet all state and federal safety standards and laws in effect on the date of the RFP, for the item(s) being specified, and the particular use for which they are meant.
9. It is the responsibility of the Proposer to ask any and all questions the Proposer feels to be pertinent to the proposal. Cameron County shall not be required to attempt to anticipate such questions for proposers. Cameron County will endeavor or respond promptly to all questions asked.
10. If **PROPOSER** takes exception to specifications or reference data, he will be required to provide details etc. as specified.
11. A proposal may not be withdrawn or canceled by the proposer without the written acknowledgment of the County for a period of sixty (60) days following the date designated for the receipt of proposal, and proposer so agrees upon submittal of the proposal.
12. If a Bid Bond is required in this Proposal it must be included in Proposers Sealed RFP package.
13. The County reserves the right to accept or reject all or any part of any RFP, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total RFP. 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) RFP was received. Cameron County retains the option to re-solicit at any time if in its best interest and is not automatically bound to renewal or re-solicitation. The County reserves the right to hold all RFPs 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 RFP award) as the need arises. The County also reserves the right to consider utilizing CO-OP Interlocal Agreements / pricing if determined to be more advantageous to the County.
14. 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.
15. The County is exempt from State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE TAX IN RFP.** Cameron County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.
16. Proposals are scheduled to be opened and publicly acknowledged at the Cameron County Commissioners Courtroom, on the



scheduled date and time specified on cover sheet of this RFP package. Proposers, their representatives and interested persons may be present. The proposals shall be opened and acknowledged only so as to avoid disclosure of the contents to competing proposers and shall remain confidential during negotiations. However, all proposals shall be opened for public review after the concession lease agreement is approved, except for trade secrets and confidential information contained in the proposal and identified by proposers as such.

17. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting concession agreement. All change orders to this RFP will be made in writing by the Cameron County Purchasing Department. Award of proposal does not constitute a concession agreement. A binding concession agreement will be negotiated by the Cameron County Property Manager and approved by the Commissioners' Court after the proposal has been awarded.
18. No public official shall have interest in this RFP except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter §171.
19. The proposer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Cameron County.
20. All proposals meeting the intent of this RFP will be considered for a possible concession lease agreement negotiation.
21. Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in Cameron County Purchasing Department. Addenda will be mailed to all who are known to have received a copy of this RFP. Proposers shall acknowledge receipt of all addenda in writing.
22. Proposals must comply with all federal and state laws, County policy and local regulations.
23. Cameron County may request a presentation and additional information to determine proposer's ability to sufficiently meet these minimum responsible standards listed above.
24. Cameron County requests proposer to supply, with this RFP, a list of at least three (3) references. Include full name and title, address, telephone number, fax number and name(s) of contact person.
25. Successful proposer shall defend, indemnify and save harmless Cameron County and all its officers, agents and employees from all suits, actions, or other claims of any person, persons, or property on account of negligent act or fault of the successful offered, or of any agent, employee, subcontractor or supplier in the execution of or performance under any contract which may result from proposal award. Successful proposer shall pay any judgment including costs, which may be obtained against Cameron County developing out of such injury or damages.
26. Any notice provided by this proposal or required by Law to be given to the successful proposer by Cameron County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Brownsville, Texas by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful proposer at the address so provided; this shall not prevent the giving of actual notice in any other manner.
27. It is the responsibility of the bidder or proposer to ask any and all questions the bidder or proposer feels to be pertinent to the bid or proposal. Cameron County shall not be required to attempt to anticipate such questions for bidders or proposers. Cameron County will endeavor to respond promptly to all questions asked.
28. 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.
29. 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 PROPOSER shall not deliver products or provide services without a contract approved by the Cameron County Commissioners Court and a Cameron County Purchase Order signed by an authorized agent of the Cameron County Purchasing Department.

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:** RFP must show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates Proposer to complete delivery in 24 hours. A five-day difference in delivery promise may break a tie. Unrealistically short or long delivery promises may cause RFP to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from Proposer list.

An accurate delivery date must be quoted on the "RFP 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 RFP price. Final location will be supplied to the vendor on award of RFP, 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 RFP.

**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 RFP 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 RFP. 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 an offeror cannot furnish a sample of a RFP item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the RFP as inadequate.

**TESTING:** Cameron County reserves the right to test equipment, supplies, material and goods Proposed 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 RFP is subject to rejection. **County user Dept.(s) reserves the right to make the final determination as to equivalents.**

**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) 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. 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 RFP 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 RFP award will be applied towards any debt, including but not limited to delinquent taxes that is owed to Cameron County.

**PAYMENT DISCOUNT:** Indicate the payment discount (s) available depending on the when invoices are paid. For example, 1/30 means a 1% discount if paid within 30 days, 2/15 means a 2% discount if paid within 15 days, etc. Payment in full will be made within thirty (30) days of delivery, inspection, and receipt of invoice.

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

#### **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 workplace 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.

**THE RESPONDENT IS RESPONSIBLE FOR READING AND UNDERSTANDING ALL DOCUMENTS, FORMS, SPECIFICATIONS, AND INSTRUCTIONS WITHIN THIS ENTIRE DOCUMENT.** Follow all RFP package instructions; **you are responsible for obtaining any information needed in order to respond to this solicitation.** Further, the Respondent is responsible for providing any and all relevant information necessary to submit a response. Failure to do so will be at the Respondent's risk and may result in rejection of the response as non-conforming.

General Requirements apply to all advertised solicitations; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Be sure your proposal package is complete.



**Eddie Trevino Jr.**

COUNTY JUDGE

1100 E. Monroe Street  
(956) 544-0830 - (956) 544-0801 Fax  
Brownsville, Texas 78520

To: Applicant Cameron County Banks

From: Eddie Trevino Jr.  
Cameron County Judge

Re: Request for Applications for Bank Depository Contracts for Cameron County, Texas  
RFP# 1222

Cc: Roberto C. Luna, Jr., CPM, CTCD, CTCM  
Purchasing Agent

In addition to the Original RFP package and sealed application that must be submitted to the County Judge's Office, on or before 03/19/2025, please submit an additional complete APPLICATION set to:

Roberto C. Luna, Jr., CPM, CTCD, CTCM  
Purchasing Agent  
1100 E. Monroe,  
Basement Floor, Room B17  
Brownsville, Tx. 78520



**Eddie Trevino Jr.  
County Judge**

(956) 544-0830  
1100 E. Monroe St.  
(956) 544-0801 Fax  
Brownsville, Texas 78520

To: Applicant Cameron County Banks

From: Eddie Trevino Jr.  
Cameron County Judge

Date: February 24, 2025

Re: Applications For Bank Depository Contracts For Cameron County, Texas – RFP No. 1222

Attached is an application for depository of public funds for Cameron County, Texas. Said application should be completed in its entirety indicating services that will, or will not, be offered, and the fees to be charged for said services that are offered. Also included (Exhibit "B") is a sample contract to be used as a template toward the agreement of the final contract.

Applications must be received in the Cameron County Purchasing Department Office, Dancy Building, 1100 East Monroe Street, Basement Floor, Room No. B17, Brownsville, Tx, no later than **3:00 P.M., Wednesday, March 19, 2025.**

Applications will be opened in the Purchasing Department conference room on the same day at 3:01 p.m. The Purchasing Dept. is located at Cameron County Courthouse (Dancy Building) 1100 East Monroe Street, Basement Floor, Room # B17. All Proposers are welcome to attend this opening.

The Commissioners' Court of Cameron County reserves the right to reject in part or in whole any or all applications, waive minor technicalities, and award the application which best serves the interest of Cameron County. Late applications will be returned to the applicant unopened.

Applications may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initiated by applicant for authenticity.

CAMERON COUNTY EXPRESSLY REQUESTS THAT APPLICANTS NOT DISCUSS THIS ENGAGEMENT OR THIS RESPONDENT'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER APPLICANTS OR ANY MEMBER OF COMMISSIONERS' COURT, ANY COUNTY OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY COMMISSIONERS COURT. EXCLUDED ARE PRE-PROPOSAL CONFERENCES, EVALUATION COMMITTEE SCHEDULED VENDOR PRESENTATIONS OR VENDOR INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICE DEMONSTRATIONS. YOU MAY CONTACT THE COUNTY PURCHASING AGENT OR THE COUNTY TREASURER AT ANY TIME.

**One (1) ORIGINAL (marked "ORIGINAL") AND ONE (1) COPY (marked "COPY")** sets and **an electronic copy on a flash drive (searchable PDF format file only)** of your RFP submittal for review in a sealed envelope are required, not to be opened until the final submission date and hour noted.

**All Applications received will be best and final. All requested revisions by County will also be best and final as received.**

CAMERON COUNTY, TEXAS  
REQUEST FOR PROPOSALS  
RFP 1222

**REQUEST FOR PROPOSALS FOR BANK DEPOSITORY SERVICES**

Applications must be submitted with RFP package on the attached application worksheet. By returning the application worksheet, the Bank certifies that:

1. It does not have any outstanding or unsatisfied financial obligation to the County.
2. All application submittals are to be firm for sixty (60) days.
3. Award of contracts will be executed by the Cameron County Commissioners' Court and will be confirmed by an award letter.
4. Any deviations from these terms and conditions must be stated as such when returning the application worksheet.
5. It has executed and submitted the attached non-collusion affidavit, which is attached hereto as Exhibit "C".
6. It has a check fraud protection system such as "Authorized Check Pay" or its equivalent.
7. It has submitted the Bank's Pricing Sheet, which is attached hereto as **Exhibit "A"**.

It is the intent of Cameron County to execute a contract with a bank desiring to be designated as the County Managing Bank. Returning the application worksheet, Bank acknowledges that it understands the V.T.C.A. local Government Code, Chapter 116.000 through 116.155 that pertain to the managing and safekeeping of County funds and will comply with those statutes. Also, the Bank acknowledges that it understands the V.T.C.A. Local Government Code, Chapter 117.000 through 117.124 that pertain to depositories, certain trust funds and court registry funds held in trust by the County Clerk and District Clerk and will comply with these statutes.

**DURATION** - Contract duration will be for a **two (2) Primary term contract year or a four (4) term contract year period**.

**EVALUATION AND SELECTION CRITERIA :**

**WEIGHTED QUANTITATIVE SCORING**

Each applicant will be assigned a score of 1- 4 by each evaluator for each criteria

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

Utilization of 0 by evaluator requires Evaluation Committee's full consensus.

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

Scoring for price will be a ratio and based on a pro rata factor of the best price submitted.

Cameron County will evaluate Proposals as received based on the following criteria:

**WEIGHT**

- 10 Bank's financial position including past and prospective financial condition as well as safety and creditworthiness.
- 10 Experience providing depository services requested in application to similar accounts.
- 15 Net rate of return on County funds.
- 15 Ability to meet service requirements.
- 10 Cost of services including compensation: fees and charges to be applied to the County's accounts.
- 10 Cash management products available that will enhance the County's banking procedures.
- 10 Bank's ability, policy, and procedures to meet collateralization requirements.
- 20 Bank's online accessibility, availability of reports, etc..
- 100 Points

Deadline for questions will be Wednesday, March 5<sup>th</sup>, 2025. Answers will be posted to Purchasing Web site (Bids) on Monday, March 10<sup>th</sup>, 2025.

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

**SUBMITTING FINANCIAL STATEMENTS** –All banks wishing to be designated as a Managing Bank must state the amount of the Bank's paid-up capital stock and permanent surplus and must submit a statement showing the financial condition of the Bank on the date of the application.

**GOOD FAITH GUARANTEE** – Bank must submit with the application worksheet a certified cashier's check in the amount of \$1,051,308. (one-half of one percent of the County's unaudited revenue for FY 2024 and one-half of one percent of the average daily balances of the County Clerk's and District Clerk's fee and trust funds) payable to Cameron County as a guarantee of good faith. The check will be held by the County until the Managing Bank is selected and the securities have been pledged.

**AMOUNT TO BE PLEDGED** – The initial amount of securities to be pledged, at market value, against Cameron County funds shall be no less than 105% of county deposits in order to adequately collateralize the funds of Cameron County according to the laws of the State of Texas and shall continuously remain as such. The amount is subject to change deposits fluctuation, with the approval of the Cameron County Treasurer. Securities pledged must be

held at the Federal Reserve Bank, Boston. If the Bank uses a letter of credit, then the letter of credit must be of the United States or its agencies and instrumentalities. **Further, upon selection of the depository, the Commissioners Court will set the required term for the letter of credit, which shall be acceptable to the County.** The securities held as collateral must be in compliance with the Revised Civil Statutes of Texas, as revised by the Local Government Code, Chapter 116.000 through 116.155, and as further described above.

**PAYMENT OF SERVICES** – Bank will specify fees required for services. Banking services not detailed on the application worksheet will be provided at no cost.

**INVESTMENTS MADE OUTSIDE OF MANAGING BANK** – Cameron County reserves the right to make external investments in accordance with the Laws of the State of Texas and the investment policy of Cameron County, attached hereto as Exhibit “C” **Investment Policy**.

**INTEREST AND INTEREST RATE** – Variable interest rate proposed and fixed interest rate proposed on accounts and certificates of deposit shall be quoted by the Bank. Cameron County reserves the right to select the rate most favorable to the County at any time during the term of the contract, subject to banking laws.

**INTEREST BEARING ACCOUNTS**– Cameron County will have accounts established under these specifications for disbursing checks written on Cameron County funds. Checks and transfers will be written from these accounts. Wire transfers, ACH transfers, internal bank transfers or deposits will be made from these accounts.

Should you have any questions concerning this application, please contact Mr. David A. Betancourt, Cameron County, Treasurer, at 956-544-0819 or E-mail at [david.betancourt@co.cameron.tx.us](mailto:david.betancourt@co.cameron.tx.us)



## APPLICATION FOR DEPOSITORY

### PUBLIC FUNDS

Honorable Commissioners County  
Cameron County, Texas

The \_\_\_\_\_ of Cameron County, Texas, a banking corporation, duly incorporated under the laws of Texas, with its domicile and principal place of business being located in the City of \_\_\_\_\_, Cameron County, Texas, hereby makes the application to be designated by the Commissioners Court at its regular term, the \_\_\_\_\_ day of \_\_\_\_\_, 2025, as County Depository for the public funds of Cameron County, Texas, and in support of this application states the following:

1. The amount of paid up capital stock of said bank is \_\_\_\_\_ dollars, and the amount of permanent surplus is \_\_\_\_\_ dollars.
2. A statement showing the financial conditions of applicant bank at the date of this application is being furnished and is made a part hereof for all purposes.
3. Applicant bank offers the following terms and conditions for transactions/processing activities including deposits and check.

	YES	NO	FEE
A. Will applicant furnish wire transfer service?	_____	_____	_____
B. Will applicant charge service on any of County's accounts?	_____	_____	_____
C. Will applicant furnish?			
1. Deposit books (triplicate – original and two Copies)	_____	_____	_____
2. Endorsement stamps	_____	_____	_____
D. Will applicant furnish night depository services including bags and keys?	_____	_____	_____
E. Will applicant furnish postage and envelopes for bank-by mail use?	_____	_____	_____
F. Will applicant furnish coin counting and wrapping of all change?	_____	_____	_____
G. Will applicant furnish safe deposit boxes of adequate size and number?	_____	_____	_____
H. Will applicant charge for stop payment?	_____	_____	_____
I. Will applicant furnish County with cashier's checks as needed?	_____	_____	_____

- J. Will applicant furnish County with collection and exchange services? (Peso exchange rate must be tied to the prior day published Wall Street Journal rate) \_\_\_\_\_
- K. Will applicant charge for accounts overdrawn for short periods of time? \_\_\_\_\_
- L. Will applicant furnish County with all checks that are necessary? \_\_\_\_\_
- M. Will applicant furnish bank reconciliation services as follows:  
 (1) find check sort? \_\_\_\_\_  
 (2) magnetic tape? \_\_\_\_\_  
 (3) paid list reconciliation report? \_\_\_\_\_  
 (4) compatible software for reconciliations? \_\_\_\_\_
- N. Will applicant provide lock boxes? \_\_\_\_\_
- O. Will applicant provide direct deposit of payroll via ACH? \_\_\_\_\_
- P. Will applicant provide Financial Services such as P/C based automated bank account reporting system? Inclusive of, but not limited to transfers between account, ability to download detailed transactions to a spreadsheet, ability to generate an account statement, view account detail, view account balance, etc. and telephone or P/C initiated wire transfer service? \_\_\_\_\_
- Q. Pay Source Cards required – will applicant comply? \_\_\_\_\_
- R. Will applicant provide Zero-Balance Accounts? \_\_\_\_\_
- S. Will applicant provide “Authorized Check Pay” or its equivalent? \_\_\_\_\_
- T. Will applicant provide Electronic Funds Transfer services as payment to Vendors? \_\_\_\_\_

4. Applicant bank offers the following terms and conditions for investment/borrowing functions: \_\_\_\_\_

A. Applicant bank agrees to extend credit for maturities

of one year or less.

- (1) State fixed rate if applicable \_\_\_\_\_
- (2) State variable rate if applicable \_\_\_\_\_

B. Applicant bank agrees to accept Savings Accounts, in any amount, subject to withdrawal at any time. Interest rate to be \_\_\_\_\_ per annum, compounded monthly.

C. Applicant bank agrees to the use of Money Market Deposit Accounts. Yes \_\_\_\_\_ No \_\_\_\_\_

If yes:

- (1) Minimum deposit required \_\_\_\_\_.
- (2) State fixed rate if applicable \_\_\_\_\_.
- (3) State variable rate if applicable \_\_\_\_\_.

D. Applicant bank agrees to the use of Money Market Checking Accounts. Yes \_\_\_\_ No \_\_\_\_.

If Yes:

- (1) Minimum deposit required \_\_\_\_\_.
- (2) State fixed rate if applicable \_\_\_\_\_.
- (3) State variable rate if applicable \_\_\_\_\_.

E. Applicant bank agrees to the use of NOW Accounts, Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes:

- (1) Minimum deposit required \_\_\_\_\_.
- (2) State fixed rate if applicable \_\_\_\_\_.
- (3) State variable rate if applicable \_\_\_\_\_.

F. Investment services. Fee \_\_\_\_\_.

G. Applicant bank agrees to pay the following rates of interest on various Certificates of Deposit:

- (1) Certificates of Deposit of \$100,000.00 or more with a 7-day to 365 days' maturity.
  - (a) State fix rate if applicable \_\_\_\_\_.
  - (b) State variable rate if applicable \_\_\_\_\_.
- (2) Certificates of Deposit below \$100,000.00 with a 7-day to 365 days' maturity.
  - (a) State fixed rate if applicable \_\_\_\_\_.
  - (b) State variable rate if applicable \_\_\_\_\_.
  - (c) \_\_\_\_\_.

H. List locations (addresses) of all current Bank locations within Cameron County.

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

## I. SERVICE REQUIREMENTS

**CONTACT PERSON** – Bank must identify a local senior level management person who will be responsible for overseeing the County’s entire relationship, who would serve as the County’s primary contact and who would be able to make decisions regarding operational aspects of this contract.

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Bank must also provide a list of contact personnel within the bank who are qualified to provide information and assistance in the following areas:

- General Information \_\_\_\_\_
- Safekeeping and Securities Clearance \_\_\_\_\_
- Posting and Deposit Discrepancies \_\_\_\_\_
- Stop Payments \_\_\_\_\_
- Balance Adjustments \_\_\_\_\_
- Collateral Adequacy \_\_\_\_\_
- Internal Transfers \_\_\_\_\_
- Wire Transfers \_\_\_\_\_
- Online PC Service \_\_\_\_\_
- Certificates of Deposit rate quotes \_\_\_\_\_

5. This application is offered for a contract duration of \_\_\_\_\_ **TWO YEARS (2025-2026)**  
\_\_\_\_\_ **FOUR YEARS (2025-2028)\*\***

\*\* If a duration of four (4) years term is selected, the contract shall allow the bank to establish, on the basis of negotiations with the County, new interest rates and financial terms of the contract that will take effect during the final two (2) years of the four (4) year contract if the new financial terms do not increase the prices to the County by more than 10 percent. **As per all of Texas Statute V.C.T.A. Local Government Code, Section 116.021 of Subchapter B. – Establishment of Depository – Depository & Subdepository Contracts.**

**Applicant should keep in mind that only a two of four year contract will be selected. If not proposing on both two and four year contracts – keep in mind – the County may select option for award which you may have selected not to submit for.**

Other Comments/Statements

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

\_\_\_\_\_  
**Bank Officer’s Signature**

Note to Applicant Bank (Managing Bank): Attach your cashier’s check in the amount of **\$1,051,308.** as a good faith guarantee.

Alternate Arrangement (Participating Bank): If you wish to limit total County funds to \$ **100,000.00**, attach your cashier’s check in the amount of \$ **500.00** as a good faith guarantee.

## “EXHIBIT A”

### CAMERON COUNTY 2025 DEPOSITORY APPLICATIONS Bank's Pricing Sheet (based on County's estimated historical activity)

	Oct-24	Nov-24	Dec-24	<u>Total #</u>	Bank <u>Yearly #</u>	Bank <u>unit \$</u>
<u>charge</u>						
MAINTENANCE FEE	106	106	106			
ADMINISTRATIVE FEE						
DEBITS	2952	3356	3116			
VALULT ARMORED CAR DEPOSIT PF	1355	1243	1140			
DEPOSITORY BAG HANDLING	952	880	765			
ON US ITEMS DEPOSITED	649	1008	405			
LOCAL ITEMS	3756	5517	2441			
FOREIGN ITEMS	5953	10911	4955			
LOOSE COIN	104737	135082	136700			
LOOSE CURENCY	3703545	3476124	2510533			
STOP PAYMENT	1	2	10			
STOP PAYMENT WEB BASED	40	28	29			
NSF CHARGE	0	0	1			
CHARGE BACK FEE	49	74	67			
REDEPOSIT CHARGE	0	0	0			
STATEMENT ON CD	1	1	1			
ACH MONTHLY MAINTENANCE	1	1	1			
ACH FILE	120	119	114			
ACH PER ITEM CREDIT/DEBIT	10460	9657	7146			
ACH RETURNS	60	107	52			
ACH NOTICE OF CHANGE	5	12	3			
ACH FILTER FEE	0	0	0			
POSITIVE PAY FILE	28	24	22			
POSITIVE PAY ITEM	1748	2468	1727			
WIRE TRANSFER INCOMING	0	13	6			
NET TELLER WIRES	4	7	2			
OFFICE BANKER /RDC FEE	3	3	3			
RDC ON-US ITEMS DEPOSITED	286	331	272			
RDC LOCAL ITEMS DEPOSITED	2394	3023	1824			
RDC FOREIGN ITEMS DEPOSITED	3869	4599	3188			
CREDITS	1426	1432	1411			
LOCKBOX FEE	559	1127	196			
FULL COIN BAG	0	1	0			

Average Ledger Balance \$ 210,261,609.43 (as of December 2024)

Average Collected Balance \$208,821,154.19 (as of December 2024)

Daily Ledger Balance \$210,261,609.43 (as of December 31, 2024)

Daily Collected Balance \$208,821,145.71 (as of December 31, 2024)

BANK TOTAL ANNUAL CHARGE =

<b>OTHER SERVICES</b>	<b>Volume</b>	<b>Price Per Item</b>	<b>Total Price</b>
Account Maintenance			
Checks paid-Debits			
Deposit Credits			
ACH Debit-Incoming			
ACH Credit-Incoming			
<b><u>DEPOSITORY SERVICES</u></b>			
Items Deposited-On Us Branch			
Items Deposited-On Us Peak Branch			
Items Deposited-Transit Branch			
Items Deposited-Transit Branch Peak			
Deposit Correction Fee			
Item Drawn on insufficient funds			
Image Statement Fee			
Return Deposited Items			
Special Statement (ex. weekly; duplicate; hold)			
<b><u>BRANCH SERVICES</u></b>			
Branch Cash Deposit per \$100			
<b><u>VAULT SERVICES</u></b>			
Cash Processing per \$100			
<b><u>WIRE AND OTHER FUNDS TRANSFER SERVICES</u></b>			
Incoming Domestic Wire w/Fax and/or Email Notification			
Outgoing Wire-Voice/Fax initiated			
Outgoing Customer Repetitive-online			
Internal Book Transfers via Wire System			
<b><u>IMAGE CASH LETTER</u></b>			
Image Cash Letter Maintenance			
ICL per item			
<b><u>BANK REMOTE DEPOSIT</u></b>			
BANK Remote Deposit Maintenance			
CRD additional scanner location			
CRD online per item			
<b><u>ACCOUNT RECONCILIATION SERVICES</u></b>			
Full Check Recon Monthly Maintenance			
Per Items 1-9,999			
Transmission Output			
<b><u>E-ACCESS-Online Services</u></b>			
<b><u>BANK e-Access Monthly Maintenance</u></b>			
First Account			
Additional account(s)			
Wire Transfer Module			
Wire Transfer Add'l Acct			
Stop Payments			
e-Access Alerts - per alert			
Book Transfers			
Online Bank Statements			
ACH Returns/NOC Report			
<b><u>Positive Pay Module (Online, Non-Image)</u></b>			
Monthly Maintenance w/o Recon			
Exceptions/Suspect per item			



Items 1 - 9,999			
<b><u>Image Services (per Account)</u></b>			
Stmnt Item Images Only, Monthly Maintenance			
Per Item Stored (captured)			
Per Item Retrieved			
Deposit Item Detail Imaging, Maint			
Dep Items Reported w/ Images			
Deposited Item Images Retrieved			
<b><u>CD ROM SERVICES</u></b>			
BANK View Statement Items			
with check truncation			
additional account maintenance			
Per CD ROM			
Per Item Imaged			
<b><u>ACH SERVICES</u></b>			
ACH Maintenance			
Per Item - Credit/Debit			
ACH Prenotes			
ACH Input Fee			
Per Credit/Debit Returned			
Per Notification of Change			
<b><u>BANK PAYSOURCE CARD SERVICES</u></b>			
Monthly Maintenance			
Per Item			
Per Card Set-Up			
<b>TOTAL SERVICES PERFORMED (monthly)</b>		-	\$ _____

**Additional:**

Checks cost 250 ea - \$ \_\_\_\_\_

Checks cost 500 ea - \$ \_\_\_\_\_

Checks cost 1,000 ea - \$ \_\_\_\_\_

Tamper evident bags 9 X 12 \$ \_\_\_\_\_ price pr/ box of 100

Deposit Books (triplicate – original & 2 copies) \$ \_\_\_\_\_

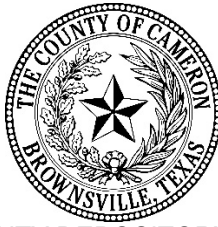
Deposit Books (duplicate – original & 1 copy) \$ \_\_\_\_\_

Endorsement stamp \$ \_\_\_\_\_

**Note:**

*Additional banking services and products not listed within Exhibit A: Pricing Sheet will be negotiated at time of request.*

All additional charges not listed (please note description & charges):



CAMERON COUNTY DEPOSITORY APPLICATIONS  
Proposed Annual Interest to be paid to Cameron County by Bank  
and based on County's estimated historical activity.

Based on \$248,000,000. what would the County's Interest earnings be  
pr/yr? \_\_\_\_\_

INTEREST EST \$ \_\_\_\_\_ (max \$ \_\_\_\_\_) *if applicable*

SERVICE CHARGES \$ \_\_\_\_\_

BANK SUPPLIES \$ \_\_\_\_\_

NET GAIN \$ \_\_\_\_\_

OR

NET LOSS \$ \_\_\_\_\_

NAME OF BANK  
\_\_\_\_\_

(Please Print or Type)

SIGNED BY \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

TELEPHONE (\_\_\_\_) \_\_\_\_\_ DATE \_\_\_\_\_

THE STATE OF TEXAS     §  
                                          §  
COUNTY OF CAMERON   §

**EXHIBIT "B"**

DEPOSITORY CONTRACT

WHEREAS, \_\_\_\_\_ has been duly and properly designated by the Commissioners Court of Cameron County as a depository of the COUNTY'S funds, based upon \_\_\_\_\_ (hereinafter referred to as "DEPOSITORY BANK") proposing and agreeing to pay the County of Cameron (hereinafter referred to as "COUNTY") interest on "time deposits" on a daily balance kept in by the COUNTY at the rate specified in Exhibit A, said interest to be paid monthly.

WHEREAS, \_\_\_\_\_ has agreed to place for safekeeping securities with the FEDERAL RESERVE BANK of DALLAS, TEXAS, for the purpose of securing and guaranteeing the faithful performance of all duties and obligations of \_\_\_\_\_ pursuant to applicable law and the terms of this agreement.

NOW, THEREFORE, \_\_\_\_\_, agrees to faithfully do and perform all the duties and obligations required upon it by law as such DEPOSITORY BANK and shall, upon presentation, pay all properly payable checks drawn upon it by the COUNTY to the extent that funds are on deposit to cover same and shall faithfully keep and account for, according to law, all funds belonging to the COUNTY which are deposited with it pursuant to the requirements of Section 116.051 of the Local Government Code (said funds to include State funds collected by the tax collector), and the DEPOSITORY BANK shall pay interest at the time and at the rate specified in Exhibit A on "time deposits."

TERM

For the purposes of this agreement the term thereof shall commence \_\_\_\_\_ and shall expire on \_\_\_\_\_. However, the DEPOSITORY BANK shall remain the COUNTY'S depository until such time that all of the COUNTY'S funds have been transferred to the new institution.

The DEPOSITORY BANK must keep sufficient securities, as allowed by the County's Investment Policy and Procedure, in order to collateralize the COUNTY'S funds at no less than 105% at market value of COUNTY funds held by the DEPOSITORY BANK at any time. The DEPOSITORY BANK further agrees that, at the expiration of the term for which it has been chosen as the COUNTY'S depository, it will turn over to its successor all funds, property, and other things of value, coming into its hands of DEPOSITORY BANK upon receipt of written instructions from the COUNTY, provided however that COUNTY agrees that DEPOSITORY BANK shall have the right to retain deposits in an amount sufficient to pay all outstanding checks. At such time, this agreement is to become null and void, and the securities set forth on Exhibit "B" shall be returned to the DEPOSITORY BANK.

#### OBLIGATIONS OF DEPOSITORY BANK

The DEPOSITORY BANK, in consideration of having been selected as depository of the COUNTY, and for the purpose of qualifying as such depository, hereby agrees to either obtain a letter of credit of the United States or its agencies and instrumentalities; or to pledge with the COUNTY an amount of United States Government Treasury Securities or investments at market value allowed under V.T.C.A., Government Code §2257.001 et seq. and amendments thereto; or to use a combination of both, in an amount not less than 105% of COUNTY deposits at all times in order to adequately collateralize the funds of Cameron County according to the laws of the State of Texas and shall continuously remain as such. If pledging United States Government Treasury securities, then they are to be held in safekeeping with the FEDERAL RESERVE BANK OF BOSTON, MASSACHUSETTS, as TRUSTEE for the benefit of the COUNTY, and in conformity with V.T.C.A. Local Government Code Section 116.001 et seq.

If DEPOSITORY BANK shall desire to sell or otherwise dispose of any one or more of securities so kept in safekeeping with TRUSTEE, it may substitute for any one or more of such securities other securities of the same market value and of the character authorized herein and by the

Public Funds Collateral Act. Such right of substitution shall remain in full force and may be exercised by DEPOSITORY BANK as often as it may desire; provided, however, that the aggregate market value of all collateral pledged hereunder, shall be at least equal to the amount of collateral required hereunder and by the Public Funds Collateral Act and other applicable laws. If at any time the aggregate market value of such collateral deposited with TRUSTEE be less than the total sum of COUNTY'S fund on deposit with said DEPOSITORY BANK, DEPOSITORY BANK shall immediately transfer for safekeeping with the TRUSTEE such additional collateral as may be necessary to cause the market value of such collateral to equal the total amount of collateral. DEPOSITORY BANK shall be entitled to income on securities held by TRUSTEE, unless there is insufficient collateral on deposit with the TRUSTEE to cover the public funds as required by law at the time the request is made. Approval of the COUNTY will be required in the event there is a collateral deficiency that is not seasonably cured and if the COUNTY'S consent is not given, the income becomes collateral for public funds to the extent of the collateral deficiency, and COUNTY is authorized to instruct TRUSTEE in writing not to deliver or credit said income to DEPOSITORY BANK.

It is the intention and desire of the parties to this agreement that the TRUSTEE will promptly forward to DEPOSITORY BANK copies of safekeeping or trust receipts covering all such collateral held as collateral for COUNTY'S funds and/or public funds including substitute collateral as provided for herein. DEPOSITORY BANK will forward a monthly report to COUNTY showing all of the securities held in safekeeping.

If at any time the collateral in the hands of the TRUSTEE shall have a market value in excess of the sum of balances due COUNTY by DEPOSITORY BANK, the COUNTY shall authorize the withdrawal of a specified amount of collateral in writing to the TRUSTEE upon written request by DEPOSITORY BANK.



Said securities herein pledged shall be held by said TRUSTEE until the removal of all County funds from \_\_\_\_\_ which has been appointed as DEPOSITORY BANK, and until its successor has been duly and legally appointed and qualified, or until this agreement has been renewed and extended by mutual consent between the DEPOSITORY BANK and the COUNTY but in no event later than fifteen (15) days after all of the County deposits have been removed, whereupon, if the DEPOSITORY BANK has complied in full with the above conditions, and is in no way in default, said TRUSTEE shall turn over to the DEPOSITORY BANK the above described securities.

DEPOSITORY BANK agrees to send a monthly account analysis and DEPOSITORY BANK'S quarterly call reports to the County Auditor's Office and to the County Treasurer's Office. DEPOSITORY BANK further agrees to enter into an agreement whereby DEPOSITORY BANK agrees to provide the service of paying only COUNTY'S issued checks as described on information provided by the COUNTY. See Authorized Check Payment Agreement attached hereto as Exhibit "C" and incorporated by reference as if fully set forth herein.

#### TERMINATION

In the event the DEPOSITORY BANK defaults in its performance in any of the above provisions, and fails to cure such default within two (2) working days after receiving written notice of default from the COUNTY, the TRUSTEE shall deliver to the COUNTY, upon the request of the COUNTY, all of said securities, or such portion thereof as shall be required by the COUNTY to make good the full and complete performance of the above conditions or, at the option of said COUNTY, shall sell all or such portion of said securities as may be necessary to make good any deficiency in the performance of the above conditions by the DEPOSITORY BANK, and turn over the proceeds of said sale to the COUNTY. COUNTY agrees to refund the DEPOSITORY BANK the amount of said securities that were not used to make good the deficiency.

The above provisions are given in addition to any remedy that the COUNTY may have in any suit brought on this contract in any court of this State. Any suit arising out of or in any way connected with this contract shall be tried in the County of Cameron and State of Texas in any court, therein having jurisdiction of the subject matter of said suit.

#### COLLATERAL

DEPOSITORY BANK represents that the collateral pledged to COUNTY is not otherwise assigned, pledged or encumbered and that no lien, or security interests exist other than the security interest held by the COUNTY pursuant to this agreement. Possession of the collateral by the TRUSTEE is intended as perfection of COUNTY'S security interest herein. DEPOSITORY BANK agrees that the collateral (in the form and amount required by law) is held by TRUSTEE for the benefit of COUNTY and as security of COUNTY'S funds.

#### DEPOSITORY BANK'S PROCESSING WARRANTY

DEPOSITORY BANK warrants that all of its hardware, software, and firmware shall be able to accurately process data. DEPOSITORY BANK further agrees to indemnify and hold CAMERON COUNTY, its officials, officers, agents and employees, harmless for any and all losses, claims, lawsuits, legal expenses and other costs related to DEPOSITORY BANK'S hardware, software, and firmware.

#### NO ORAL AGREEMENTS

THIS WRITTEN DEPOSITORY CONTRACT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

SUBSEQUENT AGREEMENTS

Any subsequent agreement between COUNTY and DEPOSITORY BANK shall be subject to this Depository Agreement. If any terms/clauses of other agreements conflict with terms/clauses of this Depository Agreement, then this Depository Agreement shall take precedence over the other agreement. Any additional term(s) or issue(s) in subsequent agreements shall be incorporated into this Depository Agreement by addendum approved by the COUNTY.

EXECUTED this \_\_ day of \_\_\_\_\_, 2025, by the undersigned duly authorized officers of the parties hereto.

FOR DEPOSITORY BANK:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

FOR COUNTY:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Eddie Trevino, Jr  
Cameron County Judge

TRUSTEE:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

The Depository Agreement showing approval by the Commissioners Court of this County was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, and duly recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ Bank Record of Cameron County, Texas.

Witness my hand and seal of office, this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_

Sylvia Garza-Perez, Cameron County

The within Depository Agreement having been approved as evidenced by Board of Directors resolution attached as exhibit one, which authorizes \_\_\_\_\_ to execute this agreement as authorized agent for DEPOSITORY BANK.

\_\_\_\_\_

President of

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF CAMERON

BEFORE ME, on this day personally appeared \_\_\_\_\_, (title with Bank), known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the \_\_\_\_\_, a corporation, for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_ day of \_\_\_\_\_, 2025.

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

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

My Commission \_\_\_\_\_

Expires: \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF CAMERON

BEFORE ME, the undersigned authority, on this day personally appeared Eddie Trevino Jr, County Judge of Cameron County, Texas, known to me to be the person whose name is subscribed in the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_ day of \_\_\_\_\_, 2025.

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

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

My Commission Expires: \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF CAMERON

BEFORE ME, on this day personally appeared \_\_\_\_\_,  
Banking Officer of \_\_\_\_\_, known to me to be the  
person whose name is subscribed to the foregoing instrument, and acknowledged to me that he  
executed the same as the act and deed of the \_\_\_\_\_, a  
corporation, for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_ day of \_\_\_\_\_, 2025.

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

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

My Commission Expires: \_\_\_\_\_

**CAMERON COUNTY**

**INVESTMENT POLICY  
AND  
PROCEDURES**

Attached is the Investment Policy re-approved by Commissioners Court on 8/18/2020

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# CAMERON COUNTY

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# CAMERON COUNTY

## INVESTMENT POLICY AND PROCEDURE

### 1.0 INVESTMENT STRATEGY

All funds of Cameron County that are invested, are invested by matching the maturity of investments with liabilities. Investments are made with the intention of holding to maturity, but with the ability to liquidate should funds be needed at any time. This strategy is achieved by utilizing our Depository Banks Money Market Accounts, Certificates of Deposit and short term Treasury Bills, and Investment Pools, all with a stated final maturity of one year or less. The County operates various activities that differ in funding needs and requirements. Operating Funds, Capital Project Funds, Reserve Funds, Agency & Fiduciary Funds and Trust Funds are the category of funds maintained by Cameron County.

#### 1.01 Investment Pools

Investment Pools will be limited to 60.0% of the total outstanding investment portfolio with the stipulation that no more than 35.0% can be held in any one registered pool.

#### 1.02 Operating Funds

Operating funds provide for the daily activities of department. These resources should be kept relatively liquid. Two weeks average requirements should be kept in investments that offer daily liquidity. Funds are released weekly by approval of the Commissioners' Court. Other resources should be invested in a ladder set of investments in 30, 60, 90-day investments and/or more if warranted.

#### 1.03 Capital Project Funds

Investment of capital project funds should be matched with the anticipated project draws. Upon receiving funding for a construction project, the engineer, architect and auditor should schedule the required resources, and the treasurer should match investment maturities to coincide with construction draws.

#### 1.04 Reserve Funds

Reserve funds are in place to provide for a shortfall, or to provide for repairs in cases of natural disaster. Reserve funds that are in place to pay the debt service of an issue if other funds are not available should be invested in instruments that mature immediately prior to the debt issue it secures. Six-month maturities are typical for these funds. If more than six months in reserves exist, then investments may extend to 30 days, still with maturities immediately before due date for payments.

Emergency reserve funds should be kept more liquid than bond debt reserves. Park System reserves during Hurricane Season, during the months of May through October, should be invested no more than 30 days. Other reserve funds should be invested in a ladder scheme in various investments that have a step system of maturities. A portion of funds should be kept in daily liquid funds for immediate access.

Operating Reserve funds should equal a level of two-month operating requirements. These funds, too, should be kept in a ladder set of investments, with one month's reserves kept in daily liquid funds such as money market investments or investment pools.

## 2.0 INVESTMENT SCOPE

### 2.01 Legal Authority to Invest

TEXAS GOVERNMENT CODE ANN., sec. 2256.003 et seq. (Vernon 1995) authorizes the Commissioners Court to invest county funds.

### 2.02 County Investment Portfolio Structure

This investment policy applies to all financial assets of all funds of Cameron County, Texas, at the present time and any funds to be created in the future and any other funds held in custody by the County Treasurer, **unless it is in contravention of any depository contract between Cameron County and any depository bank, and or expressly prohibited by law.**

### 2.03 Applicability of Policy

This policy governs the investment of all financial assets of all funds of Cameron County, and is managed in compliance with this policy and all applicable state and federal laws.

## 3.0 INVESTMENT OBJECTIVES AND PRIORITIES

### 3.01 General Statement

This policy serves to satisfy the statutory requirements of the TEXAS GOVERNMENT CODE, ANN., Title 10, Section 2256. Public Funds Investment Act, to define and adopt a formal investment policy.

### 3.02 Safety of Principal

The primary objective of Cameron County is to ensure the safety of principal in all funds and to avoid speculative investing.

### 3.03 Maintenance of Adequate Liquidity

The secondary objective of Cameron County is to strive to maintain adequate liquidity, through scheduled maturity of investments, to cover the cash needs of the county consistent with the objectives of this policy.

### 3.04 Desired Diversification

It will be the policy of Cameron County to diversify its portfolio to eliminate the risk of loss resulting from over concentration of liquid assets with a specific maturity, a specific issuer or a specific class of investments. Investments of the County shall always be selected that provide for stability of income and reasonable liquidity.

### 3.05 Rate of Return on Investments

It will be the objective of Cameron County to earn the maximum rate of return allowed on its investments within the policies imposed by its safety and liquidity objectives and state and federal law governing investment of public funds.

### 3.06 Maturity

Portfolio maturities will be structured to achieve the highest return of interest consistent with liquidity requirements of the County's cash needs. No investment shall have a legal stated maturity of more than twelve (12) months.

### 3.07 Quality and Capability of Investment Manager

It is the County's policy to provide periodic training in investments for the County Treasurer through courses and seminars offered by professional organizations and associations in order to ensure the quality and capability of the County Treasurer in making investment decisions, in compliance with Sec. 2256.008 of the Public Funds Investment Act.

## 4.0 INVESTMENT RESPONSIBILITY AND CONTROL

### 4.01 Delegation of Investment Authority

In accordance with Sec. 2256.005 of the Public Funds Investment Act, the County Treasurer, under the direction of the Cameron County Commissioners Court, may invest County funds that are not immediately required to pay obligations of the County. The County Treasurer shall maintain procedures for the operation of the investment program, consistent with this investment policy.

### 4.02 Investment Advisory Committee

The Investment Advisory Committee reviews investment policies and procedures, investment strategies, and investment performance. Members of the Committee include: an Investment Banker, a Banker, a Private Citizen, all appointed by the Commissioners' Court, the County Judge or his designee, the County Treasurer, the County Auditor, and an attorney from the Legal Division of the Commissioners Court office. Members should have demonstrated knowledge and expertise in the area of finance, investments, or cash management. The Chairman of the committee will be the County Investment Officer. Meeting will be called as needed. Members of the Committee will not be allowed to conduct any business, relating to the nature of the Committee's purpose, with the County, for a period of one (1) year from the date of their expired term. The Court appointments will expire at the annual review of the Investment Policy and may be reappointed at the pleasure of the Commissioners' Court.

### 4.03 Prudence and Ethical Standards

Cameron County implements the "prudent person rule" when managing the portfolios within the applicable legal and policy constraints. The prudent person rule is restated as follows:

"Investments must be made with the judgment and care, under prevailing circumstances, which persons of prudence, discretion and intelligence would exercise in the management of their own affairs for investment, not for speculation, considering the probable safety of their capital as well as the probable income to be derived."

### 4.04 Liability of Investment Officer

In accordance with Sec. 113.005, Texas Local Government Code. The County Treasurer is not responsible for any loss of the county funds through the failure or negligence of a depository. This section does not release the Treasurer from responsibility for a loss resulting from the official misconduct or negligence of the Treasurer, including a misappropriation of the funds, or from responsibility for funds until a depository is selected, and the funds are deposited.

4.05 Accounting and Audit Control

The Cameron County Treasurer will establish liaison with the Cameron County Auditor in order to assist the County Auditor with their accounting and auditing controls.

- 4.06 The Cameron County Treasurer is subject to audit by the Cameron County Auditor. In addition, it is the policy of the Cameron County Commissioners Court, at a minimum, to have an annual audit of all County funds by an independent auditing firm. The Cameron County Treasurer and the county's investment procedures shall be subject to the annual and any special audits as required.

5.0 INVESTMENT REPORTING

In accordance with Texas Government Code, Title 10, Sec. 2256.023, the Cameron County Treasurer will report quarterly the portfolio statistics, listing the type and description of investment in detail, the broker/dealer used for purchase, the yield to maturity, the stated maturity date, and the previous and current market value.

6.0 INVESTMENT INSTITUTIONS

6.01 Depository Bank

Fully collateralized Time Deposits, Certificates of Deposit, Money Market accounts and Interest- Bearing Checking accounts shall be placed at the County Depository Bank under a depository contract executed by Cameron County Commissioners' Court and in compliance with V.C.T.A., Texas Local Government Code, Chapter 116.

6.02 Broker/Dealers

The Cameron County Treasurer shall invest county fund consistent with federal and state law and the current Bank Depository Contract. Purchases shall be made with U. S. Government Securities Dealers appearing on the Primary Government Securities Dealers list and the Capital Market Division of the Depository Bank. Dealers must comply with Section 6.03 of this Investment Policy to be selected.

6.03 Approval of Broker/Dealer

The Cameron County Treasurer reviews the applications of the broker/dealer/financial institutions for compliance with this policy and recommends institution for approval. To be recommended for approval, a broker/dealer/financial institution must demonstrate possession of the following criteria:

- 6.031 Institutional investment experience,
- 6.032 Good references from public fund investment officers,
- 6.033 Adequate capitalization per the Capital Adequacy Guidelines for Government Securities Dealers,
- 6.034 An understanding of this Investment Policy,
- 6.035 Regulation by the Securities and Exchange Commission (SEC),
- 6.036 Membership in good standing in the National Association of Securities Dealers, Inc.,
- 6.037 and Valid Licensure from the State of Texas.

## 7.0 INVESTMENT INSTRUMENTS

The Cameron County Treasurer shall use any or all of the following authorized investment instruments consistent with governing law and this policy:

### 7.01 Bank Investments

- 7.011 Fully collateralized Time Deposits,
- 7.012 Fully collateralized Certificates of Deposit,
- 7.013 Fully collateralized Money Market Accounts,
- 7.014 Fully collateralized Interest-Bearing Checking Accounts.

### 7.02 Direct Investments

- 7.021 United States Treasury Securities,
- 7.022 Excluded in the direct investments are derivative securities including but not limited to Collateralized Mortgage Obligations.

## 8.0 INVESTMENT PROCEDURES

### 8.01 Confirmation of Trade

A confirmation of trade will be provided by the broker/dealer to the Cameron County Treasurer for every purchase of an investment security. This trade ticket and confirmation will become a part of the file that is maintained on every investment security.

### 8.02 Delivery versus Payment

It will be the policy of the County that all Treasury and Government Agencies securities shall be purchased using the “delivery vs. payment” (DVP) method. By so doing, County funds are not released until the County has received the securities purchased.

### 8.03 Safekeeping Institution

All purchased securities shall be held in safekeeping by the County, or a County account in a third party financial institution, or with a Federal Reserve Bank.

All pledged securities by the Depository Bank shall be held in safekeeping by the County, or a County account in a third-party financial institution, or with a Federal Reserve Bank.

## 9.0 COLLATERAL AND SAFEKEEPING

### 9.01 Collateral or Insurance

The Cameron County Treasurer shall insure that all county funds are fully collateralized or insured consistent with federal and state law and the current Depository Contract in one or more of the following manners:

- 9.011 FDIC insurance coverage,
- 9.012 United States Government Bonds, Notes, and Bills,
- 9.013 Securities of federally sponsored U. S. Agencies and instrumentality’s of the United States Government and/or obligations, including letters of credit, of the United States or its agencies and instrumentalities.
- 9.014 No Collateralized Mortgage Obligations are acceptable.

## 9.02 Safekeeping

Securities pledged as collateral shall be deposited in trust with the Federal Reserve Bank or another disinterested third party bank under an appropriate legal contract. The amount of such securities pledge shall be determined by their market value.

## 9.03 Collateral Reporting

The Cameron County Treasurer shall report to the County Commissioners Court his or her valuation of all collateral compared to all county deposits on a quarterly basis. Collateral deficiencies should be identified and immediately corrected through additional collateral deposited or reductions in the volume of deposited funds.

# 10.0 INVESTMENT POLICY REVIEW AND AMENDMENT

## 10.01 Review Procedures

The Cameron County Commissioner's Court shall review its investment policy and investment strategies not less than annually.

## 10.02 Changes to the Investment Policy

The County Treasurer and the Investment Advisory Committee must review the Cameron County Investment Policy not less than annually and may recommend changes, as needed, to the Commissioners' Court.

# 11.0 EXHIBITS AND APPENDICES

- 11.01 Exhibit No. 1: Broker/Dealer Certification
- 11.02 Appendix A: Govt. Code Title 10. Chapter 2256,  
The Public Funds Investment Act
- 11.03 Appendix B: Govt. Code Title 10. Chapter 2257,  
The Public Funds Collateral Act

## RESTRICTIVE OR AMBIGUOUS REQUIREMENTS

It is the responsibility of the Proposer to review the procurement packet and to notify the Cameron County Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition or request clarification of any requirements that are ambiguous. Any such protest or question regarding the requirements or qualification procedures must be received in writing via e-mail to [purchasing@co.cameron.tx.us](mailto:purchasing@co.cameron.tx.us) by the deadline stated for Questions and Answers.

## NOTICE OF COMMUNICATION

***All communications by a vendor to the county, its officials, and department heads regarding this procurement shall be done through the Cameron County Purchasing Department.*** No vendor, its' representative, agent, or employee shall engage in private communication with a member of the Cameron County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that this procurement packet is released. No private communication regarding the purchase shall be permitted until the procurement process is complete, and a purchase order is granted, or a contract is entered into. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or negotiation with a vendor which has been specifically authorized by the governing body.

## **SUBMISSION RFP CONTENTS & QUALIFICATION STATEMENT:**

Responses to this RFP should be limited to the following maximum page limitations and specified format in order to simplify evaluation. Pages should be 8 ½ x 11 inches in a point type that is legible and easily read. All sections should be properly identified. Respond to the following:

- A. Executive Summary to include name, address, and telephone number of the firm submitting the response to the RFP a summary of the firm's interest in this project, and the name of one or more individuals authorized to represent the "Bank" in its dealings on a contractual basis. (2 pages)
- B. Understanding the project. (2 pages)
- C. Names and qualifications of principals and individuals employed by the Bank that will participate in delivering these services and their individual responsibilities. Name of individuals responsible for this project and resumes of key members that will be assigned to Cameron County account project including professional work history, professional registrations, and professional affiliations. (1 page)
- D. Verifiable Statement of Qualifications experience with similar bank depository services for other government entities and examples of services to include Name/Location, Owner Representative, Phone Number and level of involvement. State the classification of the firm (i.e., sole proprietorship, partnership, association, corporation, or any combination thereof); provide a history of the Bank including all predecessor Banks (if any), if any, and establishment of the current Bank. (2 pages)
- E. Listing of similar bank depository services conducted by Bank. Listing shall include cities/counties names, contact person(s) with address and phone numbers and date. (4 pages)
- F. Submit complete RFP package with signatures and/or initials for each page as well as all exhibits (A, B & C) and attachments A to J.+





**ADDENDUM  
ACKNOWLEDGEMENT FORM**

**RFP TITLE: BANK DEPOSITORY SERVICES**

**RFP # 1222**

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 RFP***

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

The primary objective of the Cameron County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other \_\_\_\_\_

Indicate Certification No(s): \_\_\_\_\_ or Are Certificate(s) Attached?: ☐ Yes ☐ No

**LIST OF CERTIFIED HUB SUBCONTRACTORS**

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: \_\_\_\_\_%  
(List HUB Subcontractor information below).

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
 Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
 Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
 Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
 Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
 Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
 Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

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

RFP Title \_\_\_\_\_ Proposer's 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 RFP.  
***THIS FORM MUST BE RETURNED WITH YOUR RFP.***

**REFERENCE ONE**

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

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

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

Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

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

**REFERENCE TWO**

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

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

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

Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

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

**REFERENCE THREE**

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

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

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

Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

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

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

STATE OF TEXAS  
COUNTY OF CAMERON

**AFFIDAVIT**

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

Name and Address of Proposer :

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

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

\_\_\_\_\_  
Signature

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

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

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

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

**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 Proposer ” refers to a person who is not a resident.

“Resident Proposer ” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that \_\_\_\_\_ is a  
Resident

(Company Name)

Proposer of Texas as defined in Government Code §2252.001.

☐ I certify that \_\_\_\_\_ is a  
Nonresident

(Company Name)

Proposer as defined in Government Code §2252.001 and our principal place of business is

\_\_\_\_\_  
(City and State)

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

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

STATEMENT OF NON-COLLUSION

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

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

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

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

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

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

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 Proposer or successful proposer; and

**2. For purposes of this Order, a debt is past due if it is not received in the County Treasurer's Office by the due date in a written agreement or notice, and ad valorem taxes are past due if not received in the County Tax Assessor/Collector's Office by February 1<sup>st</sup> following the January 1<sup>st</sup> on which the ad valorem taxes are due.**

3. For purposes of this Order, a person includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with Cameron County requiring approval by the Commissioners Court.

**ADOPTED this 13 day of March, 2007.**

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

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

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

\_\_\_\_\_

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

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

### 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 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 proposal and/or application had one or more public transactions terminated of cause or default.

Company name: \_\_\_\_\_

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

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

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

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

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

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

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



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.

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

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).

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

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

**OFFICE USE ONLY**

Date Received

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

**2.** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7<sup>th</sup> business day after the date on which you become aware that the originally filed questionnaire was incomplete or inaccurate.)

**3. Name of local government officer about whom the information is being disclosed.**

Name of Officer

**4. 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.**

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?

☐

Yes

☐

No

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

☐

Yes

☐

No

**5. 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.**

**6.** ☐ 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).

**7.**

Signature of vendor doing business with the governmental entity

Date

Form provided by Texas Ethics Commission

[www.ethics.state.tx.us](http://www.ethics.state.tx.us)

Revised 11/30/2015

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

## 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 RFP***

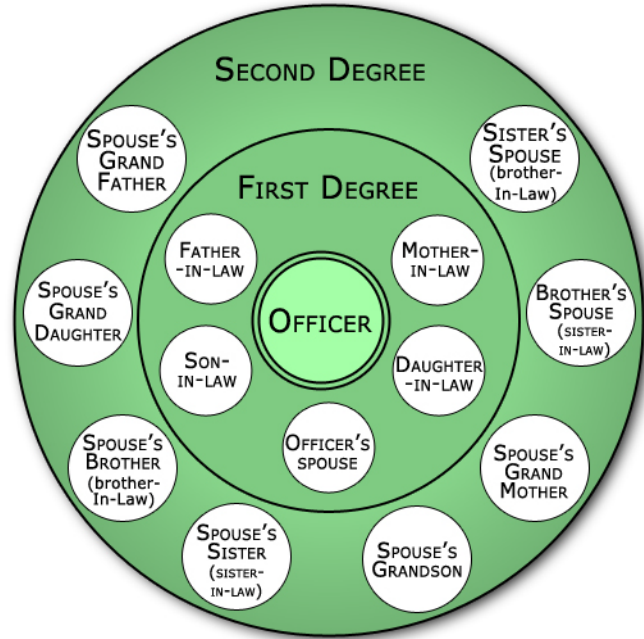
# NEPOTISM CHART

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

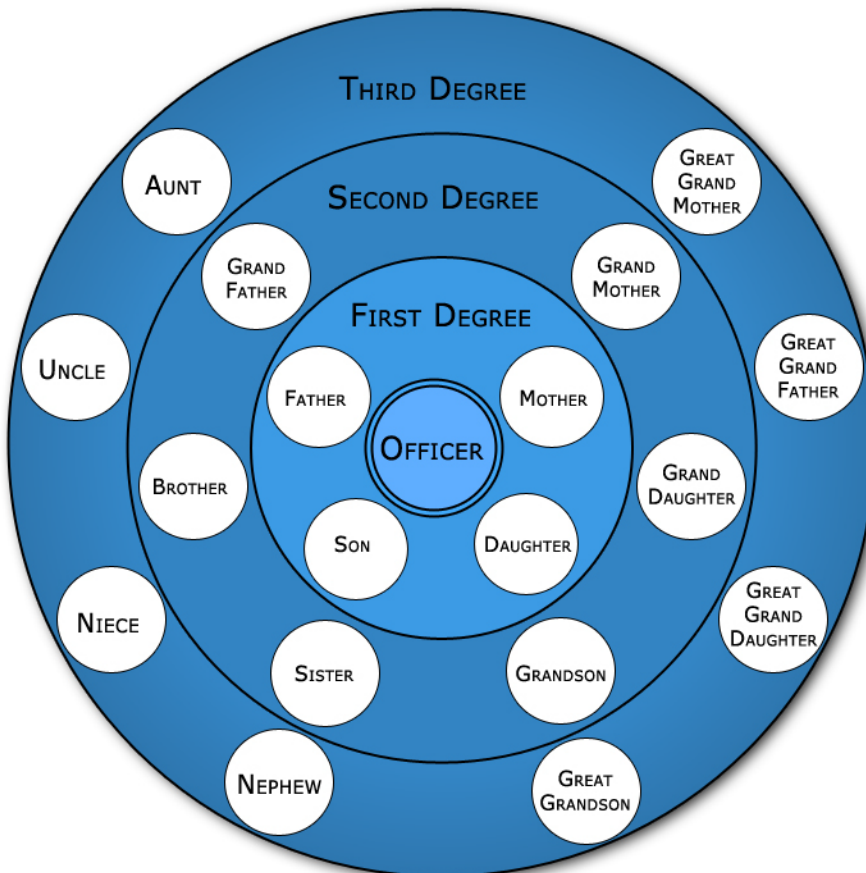
## AFFINITY KINSHIP

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 RFP***

I, \_\_\_\_\_,  
*[Person 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:

- Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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).*

☐ *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*

Page 53 of 63

**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 RFP***

## 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.***



## **GENERAL TERMS & CONDITIONS (Requests for proposals (RFP))**

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

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

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

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

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

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

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

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



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

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

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

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

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

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

Grounds for protest

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

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

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

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

Review Process:

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

Final Determination:

The final determination shall:

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

Protest Committee Review Process:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Proposers may not limit or exclude any implied warranties.

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

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

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

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

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

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

#### **APPLICABLE LAW**

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

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

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

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



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

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

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

#### **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 RFP to a successful Proposer, this writing is intended by the parties as a final expression of the terms of this RFP and the general terms of any resulting contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term. Acceptance or acquiescence in a course

of performance rendered under this RFP and any resulting contract shall not be relevant to determine meaning even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to Control, if applicable.

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

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

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

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

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

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

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

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

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

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

**END OF RFP**