



**CAMERON COUNTY
PURCHASING DEPARTMENT
REQUEST FOR QUALIFICATIONS**

RFQ NUMBER # 160902

RFQ TITLE: CONSTRUCTION MANAGER-AT-RISK SERVICES (2 STEP PROCESS) – IMPROVEMENTS TO ISLA BLANCA PARK AND ANDY BOWIE PARK PROJECT\BEACH ACCESS No. 3, CAMERON COUNTY

DATE DUE: October 18, 2016

DUE NO LATER THAN 11:00 A.M.

The responses to this RFQ will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3rd Floor – Room # 345 at 11:01 a.m. (as per Purchasing Dept. time clock) on deadline due date. RFQs received later than the date and time above will not be considered.

Please return the **ORIGINAL ONE (1) and SEVEN (7) COPIES** of your response to this RFQ in a sealed envelope. Be sure that return envelope shows the RFQ Number, Description and is marked “SEALED RFQ”.

RETURN SOQ, BY U.S. MAIL OR DELIVERY, TO:
**Purchasing Dept. Office, County Courthouse (Dancy Bldg.)
1100 E. Monroe St,
3rd Floor, Room 345,
Brownsville, Texas 78520.**

For additional information or to request addendum contact: **Mike Forbes at (956) 544-0871; Email: mforbes@co.cameron.tx.us**

Pre Submittal - Meeting Scheduled at County Courthouse at the Cameron County Department of Transportation San Benito Annex Building located at 1390 West Expressway 83, San Benito, Texas **on Tuesday, October 11, 2016 at 2: 00 p.m.**

You must sign below in INK; failure to sign WILL disqualify the offer. If applicable, 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: _____

Print Name: _____ Signature: _____

Is Offeror’s principal place of Business within Cameron County? Yes - No

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

CHECK LIST

Offerors are asked to review the RFQ package to be sure that all applicable parts are included. If any portion of the RFQ package is missing, please notify the Purchasing Department immediately. It is the Offeror's responsibility to be familiar with all the Requirements of this RFQ. Be sure you understand the following items before you return your RFQ packet.

___ **Cover Sheet (Page 1 of this RFQ)**

___ **General Information**

___ **Instructions to Bidders / Offerors**

___ **Project Information**

___ **Selection Criteria – (Step One)**

___ **Step One RFQ Submittal Requirements**

___ **Step Two RFQ Submittal Requirements**

___ **Proposal Form (Step Two ONLY)**

___ **Special Requirements**

___ **AIA Doc. A201-2007 General Conditions of the Contract for Construction**

___ **AIA Doc. A133-2009 Standard Form of Agreement between Owner and Construction Manager as Constructor**

___ **Attachments A-1, A-2, A-3, B, C, D, E, F, G, H**
Be sure to complete these forms and return with packet.

___ **Attachment I – Terms and Conditions**

___ **RFP Guaranty & Performance Bond Information & Requirements**

This form applies only to certain RFPs/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 as part of Step 2

___ **Minimum Insurance Requirements**

Included when applicable.

___ **Worker's Compensation Insurance Coverage Rule 110.110**

This requirement is applicable for a building or construction contract.

Other - Final Reminders to double check before submitting SOQ

- Is your RFQ sealed with RFQ #, title, Offeror's Name, & return address, on outside?
- Did you complete, sign and submit page 1?
- Did you complete and submit attachments A, B, C, D, E, F, G, and H?
- Did you provide the number of copies as required on the cover page?
- Did you check for addendums at:

[http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp\(q\)_and_addms_and_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php)

If you are not interested in responding to this RFQ, kindly let us know why in an email to Purchasing@co.cameron.tx.us.

GENERAL INFORMATION

Cameron County is soliciting Request for Qualifications (RFQ) for selection of a Construction Manager-at-Risk (CMAR) for construction of the Improvements at Isla Blanca Park and Andy Bowie Park\Beach Access No. 3 (Project) on South Padre Island, Texas, in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications (RFQ). It is the intent of Cameron County to utilize a **Two-Step Process** to select a CMAR for the project. **This RFQ is the first step in the two-step process for selecting a CMAR Contractor for the Project**, as provided for by Chapter 2269.F of Subtitle F of Title 10 of the Texas Government Code. The RFQ provides the information necessary to prepare and submit an RFQ for consideration and initial ranking by Cameron County. **Fees or pricing shall not be submitted in the Response to this RFQ, which is Step One of a Two-Step CMAR selection process. IF FEES, PRICES, OR COST ARE INCLUDED IN THE RESPONSE TO THIS RFQ, THE RESPONSE WILL BE CONSIDERED AS NONRESPONSIVE.**

The selected CMAR is to serve as the general contractor to assist the County with specified services outlined in the Executed Agreement between the County and the CMAR. Per the Agreement terms, the CMAR shall assume the risk for specified and agreed to work to be performed at a Guaranteed Maximum Price. The County shall require consistent, high-quality delivery, per the Agreement, to meet established schedules and budgets. The sites, scope, schedule, selection criteria with weighted value, estimated budget, and time and place for receipt of the Requested Qualifications are hereinafter described or are attached.

This is a RFQ inquiry only and implies no obligation on the part of Cameron County.

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

GOVERNING LAW: This invitation to RFQ is governed by the requirements of the County Purchasing Act, Texas Government Code, §262.023, and §2269 *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.

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 Offeror 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 Offeror as such. Any RFQ NOT MEETING the Minimum Requirements specified will be rejected.

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

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

RESPONDENTS MAY ATTEND THE PUBLICLY HELD COMMISSIONERS COURT MEETING FOR AWARD OF THIS SOLICITATION. All responding Offerors are welcome to attend the publicly held Commissioners Court meeting relative to the outcome / award of this solicitation. Court Meeting agenda date and times may be obtained at the following web site: http://www.co.cameron.tx.us/commissioner_s_court_agenda/index.php

PRESENTATIONS SEQUENCE TO EVALUATION COMMITTEE AND/OR COMMISSIONERS COURT. Presentations to Evaluation Committee or Commissioners Court 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 RESPONDENTS WILL BE NOTIFIED BY MAIL. All responding vendors will receive written notification regarding the outcome of the award.

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

SUCCESSFUL RESPONDENTS, UPON ENTERING INTO AN AGREEMENT WITH THE COUNTY, SHALL BE REQUIRED TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS CAMERON COUNTY AND ALL ITS OFFICERS, AGENT, EMPLOYEES FROM ALL SUITS, ACTIONS, OR OTHER CLAIMS OF ANY PERSON, PERSONS, OR PROPERTY ON ACCOUNT OF NEGLIGENT ACT OR FAULT OF THE SUCCESSFUL RESPONDENT.

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

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

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

PLEASE NOTE CAREFULLY

THIS IS THE ONLY APPROVED INSTRUCTION FOR USE ON SUBMITTING YOUR REPOSE.

1. **ORIGINAL AND SEVEN (7) COPIES OF RFQs MUST BE SUBMITTED.** Each RFQ submittal shall be placed in a separate envelope completely and properly identified with the name and number of the RFQ. RFQ responses must be in the Purchasing Department BEFORE the hour and date specified.
2. RFQs responses **MUST** give full firm name and address of the Respondent. Failure to manually sign RFQ will disqualify it. The person signing RFQ should show **TITLE** or **AUTHORITY TO BIND THE RESPONDENT**.
3. RFQs **CANNOT** be altered or amended after deadline time. Any alterations made before deadline time must be initialed by **RESPONDENT** or **RESPONDENT'S** authorized agent. No RFQ submittal can be withdrawn after opening time without approval by the Commissioners Court based on an acceptable reason reduced to writing.
4. This is a RFQ inquiry only and implies no obligation on the part of Cameron County.
5. Partial or incomplete RFQ submittals will not be accepted. The County is seeking qualifications for the Respondent to write and administer a complete solution to the subject matter of this RFQ. All RFQ requests must be addressed in the Respondent's submittal.
6. It is expected that the **RESPONDENT** will meet all state and federal safety standards and laws in effect on the date of the RFQ.
7. It is the responsibility of the **RESPONDENT** to ask any and all questions the **RESPONDENT** feels to be pertinent to the RFQ or proposal. Cameron County shall not be required to attempt to anticipate such questions. Cameron County will endeavor to respond promptly to all questions asked.

INSTRUCTIONS TO OFFERORS

These General Instructions apply to all offers made to Cameron County, Texas (herein after referred to as "County") by all prospective vendors (hereinafter referred to as "Offerors") on behalf of this Request for Qualifications. **This RFQ is the first part of a Two-Step process to select a Construction Manager-at-Risk (CMAR)** for construction of the Improvements at Isla Blanca Park and Andy Bowie Park\Beach Access No. 3 (Project) on South Padre Island, Texas. **A shortlist of Offerors, selected solely on the basis of qualifications, will be asked to provide additional information, including the construction manager-at-risk's proposed fee and prices for fulfilling the general conditions during Step Two.**

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your RFQ with all appropriate supplements and/or samples. Prior to returning your sealed RFQ response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing website listed here: [http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp\(q\)_and_addms_and_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php) These Addendums must be signed and returned with your RFQ in order to avoid disqualification. Review this document in its entirety. Be sure your SOQ is complete and double check your RFQ for accuracy.

Cameron County is an Equal Employment Opportunity Employer.

THESE ARE THE ONLY APPROVED INSTRUCTIONS FOR USE ON YOUR RFQ. ITEMS BELOW APPLY TO AND BECOME A PART OF THE TERMS AND CONDITIONS OF THIS RFQ. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

QUESTIONS AND ADDENDA

Questions concerning the RFQ will be answered only if sent to the Purchasing Department, in writing via email to Mike Forbes at mforbes@co.cameron.tx.us on or before **October 12, 2016, by 5 P.M.**, Central Time. Written inquires pertaining to the RFQ must give RFQ Number and Name of Company making the request.

It is the responsibility of the Offeror to ask any and all questions the Offeror feels to be pertinent to the submittal or proposal. Cameron County shall not be required to attempt to anticipate such questions for Offerors. Cameron County will endeavor to respond promptly to all questions asked.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated per this RFQ. All changes to this RFQ will be made in writing by the Cameron County Purchasing Department by issuance of an addendum. Any interpretations, corrections or changes to this RFQ will be made by addenda. Sole issuing authority of addenda shall be vested in Cameron County Purchasing Department. Respondents shall acknowledge receipt of all addenda in writing.

If any question results in a change or addition to this RFQ, the Change(s) and addition(s) will be posted to the purchasing Bids web site in the Addm coulmn. Offerors as quickly as possible in the form of a written addendum only. Any interpretations, corrections or changes to this RFQ will be made by addenda. Respondents shall acknowledge receipt of all addenda in writing.

Responses to written questions submitted prior to the pre-submittal conference will be read at the pre-submittal conference and included in the first addendum along with additional information including questions from the pre-submittal conference. All addenda will be posted on the County Purchasing website below.

[http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp\(q\)_and_addms_and_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php)

PRE SUBMITTAL MEETING

A Pre-submittal meeting is scheduled to be held on **Tuesday October 11, 2016, at 2:00 P.M.**, at: Cameron County Department of Transportation San Benito Annex Building located at 1390 West Expressway 83, San Benito, Texas.

Respondent(s) are strongly encouraged to attend the Pre-Submittal meeting. The meeting will start promptly at the stated time and be moderated by a Procurement Department member. General rules of business meeting protocol will be observed during the meeting. Admittance for individuals arriving late is at the discretion of the moderator. In the event that an individual is admitted late, questions already discussed will not be revisited during the remaining portion of the conference.

Individuals attending the Pre-Submittal conference will be required to sign an attendance roster. In addition to the attendee's name and company name, each person will be asked to supply an email address, telephone number and a fax number. This attendance roster will be posted as an addendum on the County's website along with the RFQ and other related documents.

RFQ –STEP ONE SUBMISSION DEADLINE

ONE (1) ORIGINAL and SEVEN (7) COPIES of the Offeror's response to **Step One** of this RFQ, in a sealed envelope, is due in the Purchasing Department's Office on or before **October 18, 2016 by 11:00 A.M.**, local time

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

Be sure that return envelope shows the RFQ Number, Description and is marked "SEALED RFQ".

The responses to this RFQ will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3rd Floor – Room # 345 at 11:01 a.m. (as per Purchasing Dept. time clock) on deadline due date.

In the unexpected event that the County Offices are officially closed on the RFQ deadline day, RFQ's will be received until 2:00 p.m. of the next business day, for opening at Purchasing Dept.

MODIFICATION OR WITHDRAWAL OF RFQ SUBMITTAL

RFQ SUBMITTALS CANNOT be altered or amended after deadline time. Any alterations made before deadline time must be initiated by Offeror or his authorized agent. No RFQ can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.

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

RFQ SELECTION PROCESS

STEP ONE RFQ SUBMITTAL

At the time and place indicated on the RFQ, the County shall receive, publicly open, and read aloud the names of the offerors who responded to this Request for Qualifications.

Cameron County will establish an evaluation committee to review, score and rank all the RFQ submittals received. After ranking the RFQ respondents, the evaluation committee will develop a shortlist of the highest ranking respondents (up to 5). The selection of the shortlist will be based solely on qualifications and ranked according to the criteria outlined in this RFQ. These respondents on the shortlist will be asked to submit a proposal for services defined in the scope of services.

STEP TWO OF RFQ- PROPOSAL

In the second step of the process, the top selected RFQ respondents will be required to submit additional information to Cameron County, including the construction manager-at-risk's proposed fee, pre-construction services fees, typical project mark-up percentages, and prices for fulfilling the general conditions.

At the time and place indicated on Step Two of the RFQ, the County shall receive the Proposals for construction manager-at-risk services from the shortlisted Offerors, publicly open, and read aloud the names of the offerors and the proposal amounts.

Not later than the 45th day after the date on which the proposals are opened, an evaluation committee shall evaluate and rank each proposal submitted in relation to the published selection criteria. The County will then proceed to select the offeror that submits the proposal that offers the best value for the County based on the selection criteria in the request for qualifications and the weighted value for those criteria in the request for proposal and its ranking evaluation. In determining the best value for the County, the County is not restricted to considering price alone, but may consider any other factor stated in the selection criteria. The County shall first attempt to negotiate a contract with the selected offeror. The County and its architect and/or engineer may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification.

If the County is unable to negotiate a satisfactory contract with the selected offeror, the County shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.

Cameron County reserves the right to enact a third step in the process, Interviews, to allow selected respondents to confirm their proposals and resolve any additional questions the County may have prior to identifying the respondent who appears to offer the “best value” to the County.

RFQ SCHEDULE

The following schedule and estimated milestone dates apply for this RFQ.

CMAR RFQ Issued	Sept. 26, 2016
Pre-Submittal Conference	Oct. 11, 2016
Question Deadline	Oct. 12, 2016
Answer Deadline	Oct. 13, 2016
CMAR RFQ Submittals Received	Oct. 18, 2016
CMAR Shortlist Selection/ Step 2 initiated.....	Oct. 25, 2016
CMAR RFP Submittals Received	Nov. 1, 2016
Proposals Ranked and CMAR Selected	Nov. 8, 2016
Contract Negotiations	Nov. 9 – 16, 2016
Award CMAR Contract	Nov. 22, 2016

RFQ SUBMITTAL REQUIREMENTS

Respondents are expected to examine and be familiar with all requirements and obligations of this entire RFQ. Failure to do so will be at the Respondent’s risk.

The following sections of this RFQ contain information that must be review and used in preparation of the RFQ Submittal.

- PROJECT INFORMATION
- SELECTION CRITERIA –STEP ONE
- STEP ONE RFQ SUBMITTAL REQUIREMENTS
- STEP TWO RFQ SUBMITTAL REQUIREMENTS
- SCOPE OF WORK
- SPECIAL CONDITIONS
- AIA DOC. A201-2007 GENERAL CONDITIONS OF THE CONTRACT OF CONSTRUCTION
- AIA DOC. A133-2009 STANDARD FORM OF AGREEMET BTWN OWNER & CONSTRUCTION MANAGER
- HUB SUBCONTRACTING PLAN

All exceptions to the specifications and requirements of the RFQ must be noted in detail in the RFQ response submittals.

ORIGINAL AND SEVEN (7) COPIES OF RFQs MUST BE SUBMITTED. Each RFQ shall be placed in a separate envelope completely and properly identified with the name and number of the RFQ. RFQ's must be in the Purchasing Department **BEFORE** the hour and date specified.

RFQ's **MUST** give full firm name and address of the Offeror. Failure to manually sign RFQ will disqualify it. Person signing RFQ should show **TITLE** or **AUTHORITY TO BIND THE FIRM IN A CONTRACT**.

OFFEROR SHALL SUBMIT RFQ ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE RFQ PACKET.

TEXAS ETHICS COMMISSION FORM 1295

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

All Vendors being recommended to Commissioners Court for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This Certification Form 1295 must be electronically submitted, printed and notarized. Notarized form must be emailed or delivered to County Purchasing Department making the request for form. This process must be completed prior to Commissioners Court Agenda for approval consideration of RFQ 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

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: http://www.co.cameron.tx.us/administration/purchasing_department/index.php

ADDITIONAL FORMS

Included in this RFQ are forms that must be submitted with all RFQs. These forms are to be completely filled out in ink and included with your RFQ packets. Listed below are the Attachments included in this RFQ. Some additional instructions for filling out these forms follow this list.

LIST OF ATTACHMENTS

- Attachment A-1 Client References
- Attachment A-2 Bank References
- Attachment A-3 Subcontractor References
- Attachment B Affidavit
- Attachment C Residence Certification
- Attachment D Statement that Offeror has not contacted County staff or Officials regarding project
- Attachment E Order Adopting Contracting Rules for Persons Indebted to County
- Attachment F Certification Regarding Debarment, Suspension Ineligibility
- Attachment G Architects, Engineers, Construction Firms
- Attachment H Conflict of Interest Questionnaire
- Attachment I Disclosure of Interests
- Attachment J Terms and Conditions

ADDITIONAL INSTRUCTIONS FOR FILLING OUT SPECIFIC RFQ ATTACHMENTS

1. Attachment H Conflict of Interest Questionnaire

For all persons and business entities doing business with Cameron County, this questionnaire must be submitted with the response to this RFQ and filed in accordance with chapter 176 of the Local Government Code by persons and business entities doing business with Cameron County. By law this questionnaire must be filed with the records administrator of the Cameron County Clerk's office not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person (or entity or both) commits an offense if the person violates Section 176.006, Local Govt. Code.

A vendor commits an offense if the vendor:

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

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

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

The form can be downloaded at the following web site:

http://www.co.cameron.tx.us/Purchasing/Docs/Conflict_of_Interest_Questionnaire_New_2015_.pdf

2. Attachment I Disclosure of Interests

This form should be filled out by all Offerors and submitted with their RFQ.

This questionnaire must be filed with the records administrator (County Clerk's Office) of the local government and no later than the 7th 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. This form can be downloaded at the following web site:

http://www.co.cameron.tx.us/Purchasing/Docs/Conflict_Disclosure_Stmt_New_20151.pdf

PROJECT INFORMATION

Cameron County is soliciting statements of qualifications (SOQ) for selection of a Construction Manager-at-Risk (CMAR Contractor) for construction of the Improvements at Isla Blanca Park and Andy Bowie Park/Beach Access No. 3 (Project) on South Padre Island, Texas, in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications (RFQ). This project will substantially improve the existing park facilities and grounds at both Isla Blanca Park and Andy Bowie Park on South Padre Island, Texas. It is the intent to keep the two parks in operation during the construction phase. Thus, phasing and scheduling of the proposed improvements around the peak user seasons, is of utmost importance. It is anticipated that the proposed improvements will take approximately 2 years to complete and cost a total \$30 Million.

Estimated Budget: \$30,000,000

Estimated Project Start: December 1, 2016

Estimated Completion: December 6, 2018 (735 days)

Anticipated Contract Agreement: A133 and A201, subject to Owner/County approved additions, deletions and/or modifications

Project Scope

1. The successful CMAR respondent will provide preconstruction services, which will include assisting the design team with the final development, verification and approval of the plan and specifications.
2. The CMAR will construct the improvements at Isla Blanca Park. The construction scope of work at Isla Blanca Park is anticipated to include the following:
 - Upgrade to existing asphalt roadways,
 - Relocation of existing roadways,
 - Reconfiguration, expansion and upgrade of existing parking areas,
 - Construction of trails and boardwalks,
 - Replacement of major water and sewer mains,
 - Addition of and upgrade of existing shower stations,
 - Replacement and/or relocation of the entry gate,
 - Upgrade of electrical supply system,
 - Upgrade and expansion of park lighting,
 - Enhancement and renovation of Sandpiper and DJ Lerma Pavilions, including concession areas and restrooms,
 - Addition of small picnic pavilions,
 - Addition of medium sized shade shelters,
 - Addition of playground facilities,
 - Replacement or renovation of restroom buildings,
 - Expansion of the park office,
 - Renovation of the park maintenance facility,
 - New park entry feature and signage,
 - New amphitheater,
 - Police and life guard station with helipad,
 - Replacement and addition to rental cabanas,
 - New RV area community building
 - Renovation and expansion of the RV park
 - New RV area swimming pool,
 - New recreational parks in RV park area, and
 - Landscaping.

3. The CMAR will construction the improvements at Isla Blanca Park and Beach Access No. 3. The construction scope of work at Isla Blanca Park is anticipated to include the following:
 - Upgrade to existing asphalt roadways,
 - Reconfiguration, expansion and upgrade of existing parking areas,
 - Construction of trails and boardwalks,
 - Replacement of major water and sewer mains,
 - Addition of and upgrade of existing shower stations,
 - Replacement of the entry gate,
 - Upgrade of electrical supply system,
 - Upgrade and expansion of park lighting,
 - Enhancement and renovation of Surfview and Pelican Pavilions, including concession area and restrooms,
 - Addition of a new large pavilion,
 - Addition of restroom facilities
 - Addition of medium sized shade shelters,
 - Renovation of playground facilities and area,
 - Renovations to Pelican Pavilion Beach Walkway,
 - Renovation of the park entrance building,
 - New park entry feature and signage,
 - New information pavilion with signage,
 - New RV area community building and restrooms,
 - Renovation and expansion of the RV park
 - Landscaping.

4. The CMAR will also be responsible for the special conditions included in the CMAR contract.

Project Schedule

The key project planning milestone dates are as follows. These dates are subject to change.

1. Award CMAR Contract Nov. 22, 2016
2. NTP – Schematic Design & Preconstruction Services Dec. 1, 2016
3. Substantial CompletionDec. 6, 2018
4. Final CompletionJan. 5, 2019

SELECTION CRITERIA- STEP ONE

The County has set forth the following selection criteria and the weighted value for each criterion. Point calculations may be measured as small as tenths of a point. The County retains the right to apply all criteria as appropriate and allowed by the State of Texas Government Code.

The Offeror shall provide any information with relevant attachments related to the Selection Criteria below along with the submittal documents by the due date for consideration by the evaluation committee. **Selection Criteria for the first step is as follows:**

WEIGHTED QUANTITATIVE SCORING:

Each Vendor 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 by vendor then totaled.

	CRITERIA CATEGORY	TOTAL	POINTS
A.	Respondents interest and availability to undertake the project	5 points X	=
B.	Respondents financial capability to provide CMAR services	5 points X	=
C.	Qualifications of the CMAR	25 points X	=
D.	Respondents past performance on representative CMAR or Design Build Projects	25 points X	=
E.	Respondents ability to manage construction safety risks	10 points X	=
F.	Respondents ability to establish budgets and control costs on past projects	10 points X	=
G.	Respondents ability to meet schedules on past projects	10 points X	=
H.	Respondents knowledge of current design and construction methodologies, technologies and best practices	5 points X	=
I.	Respondents ability to identify and resolve problems on past projects	5 points X	=

TOTAL POINTS SCORED

100

STEP ONE RFQ SUBMITTAL REQUIREMENTS

All submittals shall provide the following information. Incomplete SOQ submittals will be considered non-responsive and subject to rejection.

A. RESPONDENT'S INTEREST AND AVAILABILITY TO UNDERTAKE THE PROJECT (maximum 2 printed pages)

1. Provide a statement of interest for the Project including a narrative describing the respondent's unique qualifications as they pertain to this particular Project.
2. Provide a statement on the availability and commitment of the respondent, its principal(s) and assigned professionals to undertake the Project.
3. Respondents are advised that County intends to be highly engaged throughout the Project. Provide a statement regarding your willingness or concern regarding County's participation as an active member of the Design Team.

B. RESPONDENT'S ABILITY TO PROVIDE CONSTRUCTION MANAGER AT RISK SERVICES

1. Provide the following information on your firm for the past three (3) fiscal years:
 - a. Volume - Annual number, value and percent change of contracts in Texas per year;
 - b. Revenues - Annual revenue totals and percent change per year;
2. Provide a statement regarding your firm's :
 - a. Total bonding capacity;
 - b. Available bonding capacity and current backlog;
3. Attach a letter of intent from a surety company indicating your firm's ability to bond for the entire construction cost of the project. The surety shall acknowledge that the firm may be bonded for each stage/phase of the project, with a potential maximum construction cost of \$30,000,000. Due to the size and nature of this project, both payment and performance bonds are required under State Law.
4. Identify if your firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity? If so, please explain the impact both in organization and company direction.
5. Provide details of any past or pending litigation (or claims filed) against your firm including all partnerships, corporations, joint ventures, and subsidiaries.
6. Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If so, specify date(s), details, circumstances, and prospects for resolution.
7. Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any employee, officer or Elected Official of the County? If so, please explain.

C. QUALIFICATIONS OF THE CMAR

1. Describe your management philosophy for the CMAR construction delivery method.
2. Include an organizational chart for the management team proposed for this project. Include, at minimum, the name of the Principal-in-Charge for the Company as well as the following staff: Proposed Project Manager (Primary decision maker), Project Superintendent, and Safety Manager. Describe the proposed Project assignments and lines of authority and communication for each team member to be directly involved in the Project. Indicate the estimated percent of time these team members will be involved in the Project for Pre-construction and Construction Services. Affirm that the individuals identified will be committed for the entire duration of the project.

Staffing strength is very important to the County. Any changes to the staff listed in this SOQ, without the prior approval of the County may be grounds for termination prior to the construction phase services.

3. Provide resumes of the Contractor's Principal, Proposed Project Manager, Proposed Project Superintendent and Safety Manager, including their experience with similar projects, their number of years in the construction industry, and their

city of residence. For each of these four listed team members, provide a list of similar projects in which they have successfully completed the same role (list not to exceed 5 projects).

4. Identify the proposed team members (including consultants) who will represent your firm on-site throughout the construction project. Also list their individual professional experience in the conduct of similar projects.

D. RESPONDENT'S PAST PERFORMANCE ON REPRESENTATIVE CMAR OR DESIGN/BUILD PROJECTS

1. Identify and describe the proposed Team's past experience providing CMAR Services within the last five (5) years. It is acceptable to use CMAR Project information completed by the Proposed Management Team key members (reference Criteria C.2 previous) while under the employ of another Company if the Respondent has not performed CMAR projects, does not meet the requested number of projects (3) requested, or if the Respondent prefers to use representative projects of its key members. If this method is selected, the Respondent shall clearly note that the projects were completed by key team members while not in the employ of the Respondent. If no CMAR projects have been performed by your firm, Design Build Projects may also be substituted, providing that "Design Build" is prominently noted on each relevant page. Select and present only the three most relevant projects to similar type of coastal construction, with the most relevant project listed first. Using no more than two pages per project, provide the following information for each project listed:
 - a. Project name, location, contract delivery method, and description
 - b. Color images (photographic or machine reproductions)
 - c. Final construction cost
 - d. Final project size in gross square feet
 - e. Type of construction (new, renovation, or expansion)
 - f. Actual Date of Notice To Proceed for Pre-Construction Services
 - g. Actual Date of Notice To Proceed, Substantial Completion, and Final Payment dates for Construction Services
 - h. Name of Project Manager (individual responsible to the Owner for the overall success of the project)
 - i. Name of Project Superintendent (individual responsible for coordinating the day to day work)
 - j. Names of Mechanical, Plumbing and Electrical subcontractors
 - k. Names of Architectural, Engineering and Technical consultants
 - l. Indicate if any Team Members (listed in Section C above in this RFQ) worked on project and what their role was.
 - m. References (for each project listed above, identify the following) :
 - i. Owner's name
 - ii. Owner's Representative who served as the day-to-day liaison during the design and construction
 - iii. Telephone number
 - iv. Current email address.

References shall be considered relevant based on specific project participation and experience with the Respondent. The Owner may contact references during any part of this process. The Owner reserves the right to contact any other references at any time during the RFQ/P process. Failure to submit references may result in the Respondent's ineligibility to participate in the final Proposal Process.

2. Identify and describe the proposed Team's past experience providing Contractor Services for similar coastal park projects within the last five (5) years. Select and present only the three most relevant projects, with the most relevant project listed first. Provide the same information and reference information as requested in section D.1 above for each project listed.

E. RESPONDENT'S ABILITY TO MANAGE CONSTRUCTION SAFETY RISKS

1. Briefly describe the firm's approach for anticipating, recognizing and controlling safety risks and note the safety resources that the firm provides for each project 's Safety program.
2. Describe the level of importance for Enforcement and Support of Project Safety that the firm includes in performance evaluations for Superintendents and Project Managers.
3. Describe any fatalities or Lost Workday Injuries which occurred on worksites for which your firm provided either General Contractor or Sub-Contractor services within the past ten (10) years.

F. RESPONDENT'S ABILITY TO ESTABLISH BUDGETS AND CONTROL COSTS ON PAST PROJECTS

1. Describe your cost estimating methods. From any one (1) of the projects listed in response to Section 3.4 of this RFQ, describe how the estimates were developed, how often they were updated and the degree of accuracy achieved.
2. Describe your cost control methods during construction and how you procure subcontracts, confirm scope, amount, and ensure proper payment. From any of the projects listed in response to Section 3.4 of this RFQ, provide examples of how these techniques were used and the degree of accuracy achieved.
3. Provide a sample of a cost estimate used to establish a contract amount from any project listed in Section 3.4 of this RFQ.

G. RESPONDENT'S ABILITY TO MEET SCHEDULES ON PAST PROJECTS

1. Describe how you will develop, maintain and update the project schedule during design and construction to coordinate with the Owner's project schedule. Specifically show how you will facilitate the design schedule. From any of the projects listed in response to Section 3.4 of this RFQ, provide examples of how these techniques were used.
2. Describe how you develop and maintain work schedules during design and construction to coordinate with the Owner's project schedule. From any of the projects listed in response to Section 3.4 of this RFQ, provide examples of how these techniques were used.

H. RESPONDENT'S KNOWLEDGE OF CURRENT DESIGN AND CONSTRUCTION METHODOLOGIES, TECHNOLOGIES AND BEST PRACTICES

1. Describe your firm's knowledge and implementation of current design and construction methodologies, technologies, and best practices. Give actual examples from prior projects.
2. Describe your firm's procedures, resources, and objectives for reviewing design and construction documents and for providing feedback regarding cost, schedule and constructability to the Engineer/Architect/Owner.
3. Describe your firm's Bid/Proposal Package Strategy for completing Construction Documents and for procuring work from Subcontractors, vendors, suppliers, etc. Describe your approach to detailing the scope of work in the information to bidders and how you think these affect the quality of bid responses.
4. Describe how you have maintained security during the construction of a project listed in Section D of this RFQ.
5. Provide any other details regarding special services, products, advantages or other benefits offered to the Owner by the Respondent.
6. Describe your experience with the planning and design of coastal construction projects. Particular attention should be given to items strongly correlated with this project such as environmental approvals, multiple phases, owner occupancy during construction, significant site work, or other project components deemed significant by the Respondent.
7. Describe your firm's process to facilitate submittal and RFI review, speed communications between all stakeholders, and provide a historical project archive at construction completion.

I. RESPONDENT'S ABILITY TO IDENTIFY AND RESOLVE PROBLEMS ON PAST PROJECTS

1. Describe your understanding of the administrative challenges and opportunities associated with providing Preconstruction and Construction services for Cameron County on this project, and your strategy for resolving these issues.
2. Describe your plan for communicating constructability, phasing, value engineering and other budget options in a form that will quickly facilitate the Owner's decision making.
3. Describe any litigation between the Owner and/or General Contractor and/or Architect and/or Engineer and/or Any Sub-Contractor involving any project you have participated in within the past five (5) years.

STEP TWO RFQ SUBMITTAL REQUIREMENTS

The following information in this Step Two section is being provided for informational purposes only, and is **applicable to the Step Two process only**.

FEES, PRICES, OR COSTS SHALL NOT BE INCLUDED IN THE RESPONSE TO THE REQUEST FOR QUALIFICATIONS (STEP ONE). IF FEES OR PRICES ARE INCLUDED IN THE RESPONSE, THE RESPONSE WILL BE CONSIDERED AS NONRESPONSIVE.

THIS PART OF THE RFQ PACKET SHOULD NOT BE SUBMITTED DURING STEP ONE.

REQUEST FOR PROPOSALS

Only the Offerors shortlisted and contacted by the County to participate in Step Two will use the information provided in this section as a guide for preparing and submitting Step Two information. More information will be provided at the time of notification of companies selected to participate and submit Step Two proposal information. The County may request up to five Offeror's to submit Step Two Proposals, which will include but not be limited to any additional information requested, proposed fees and prices for fulfilling the general conditions.

Offerors contacted by the County for participation in Step Two Proposal submission ("Offerors") will be notified via email correspondence. Provide at least two names and email addresses of individuals to be notified of selection as a short-listed company to ensure receipt of the email.

Step Two Proposal submissions will be due at the date and time specified in your letter of notification of selection after step one and request for proposal. Proposals will be addressed to and in the format outlined in the official letter of notification from the County.

On deadline due date and time proposal submissions will be publicly open and read aloud at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3rd Floor – Room # 345 (as per Purchasing Dept. time clock) as requested Step Two Proposals. No other information shall be made public until after a contract has been awarded.

Each Step Two Proposal response must be labeled on the outside with the 1) Respondent's company name, 2) Respondent's company address, 3) RFQ project number, and 4) the RFQ project name. The Step Two Proposal submissions will be evaluated and ranked within 45 days of Step Two Proposal due date. Each Step Two Proposal fees, pricing, or costs must remain open for 180 days from Step Two Proposal submittal due date.

Fees:

The following information again is for reference ONLY during the Step 1 process. This information will be completed and provided by invited short-listed companies ONLY as a part of the RFQ Step Two Proposal process.

A contract for Construction Manager-at-Risk Services and prices for fulfilling the General Conditions of the contract will be entered into as a result of Step Two.

It is anticipated that the County will enter into a construction contract for the work with the Construction Manager-At- Risk (CMAR) for a fee with a Guaranteed Maximum Price after the CMAR has been contracted with. All pre-construction and construction phase fees will be included in the Guaranteed Maximum Price.

Offeror shall provide a proposal fee for the construction manager-at-risk services and general conditions on the Proposal Form attached.

The following are the General Conditions items:

- Project Manager
- Superintendent
- Assistant Superintendent(s)
- Office Manager
- Assistant Project Manager
- Project Engineer(s)
- Safety Manager
- Estimator
- Scheduler
- Office Engineer
- Field Engineering Crew
- Progress Schedules
- Progress Photos
- Jobsite Mobilization/Demobilization
- Temporary Construction Fencing
- Temporary Lights
- Project Signs
- Telephone Installation
- Telephone Monthly Service
- Trailer Rental
- Office Supplies
- Blueprinting & Extra Plans
- Computers and Furniture
- Transport and Setup Trailer (Excludes electrical hook-up)
- Copy Machines
- Telephone System
- Fax Machine
- Postage
- Radios
- Portable Phones
- Small Tools and Supplies (purchase)
- Auto/ Truck Maintenance and Gasoline Allowance
- Automobile
- Project Record Documents
- Other Insurances
- Warranties
- Safety Equipment (Personal Protection Equipment Only)
- AGC Fees
- Portable Restroom Facilities
- Waste Containers
- Storage Facilities
- Miscellaneous Office Supplies like drinking water, ice, cups, first aid kits
- Home Office Expense/Overhead

*These items will be submitted as separate line items to the Lump Sum General Conditions after the GMP is established.

- General Liability and Excess Liability Insurance outlined in the Contract
- Builders Risk Insurance
- Employee Liability Insurance (outlined in contract)
- Payment and Performance Bonds

**PROPOSAL FORM
(STEP TWO-ONLY)**

Proposal of: _____
(Company Name)

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED OR REFERRED TO IN THIS RFQ CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

Having carefully examined all the specifications and requirements of this RFQ and any attachments thereto, the undersigned proposes to furnish the Construction Manager-at-Risk services as required pursuant to the aforementioned documents at the below quoted terms.

PRICING SCHEDULE

A lump sum “not to exceed” amount for preconstruction phase services (inclusive of reimbursables):

A percentage of construction costs, which will be converted to a “not to exceed” construction management fee:

A “not to exceed” amount for General Conditions associated with the construction of this project:

Attach a detailed breakdown of all items included in each fee category above. Indicate whether the items are self-performed or assigned to subcontractors. Clearly note any additional anticipated General Conditions.

INSERT:

AIA DOCUMENT A201-2007 GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

AIA DOCUMENT A133-2009 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AS CONSTRUCTOR

SPECIAL REQUIREMENTS

1. If selected, the Construction Manager may not alter the project team included in the submittal for the duration of the contract without prior approval of the County Commission.
2. The County is exempt from State Sales Tax and Federal Excise Tax. In step two of this procurement process, a Request for Proposals (RFP) will be issued. DO NOT INCLUDE TAX IN THE 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.
3. The County reserves the right to accept or reject all or any part of any RFQ/RFP, waiver minor technicalities.
4. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by County.
5. It is expected that the Offeror 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.
6. The successful offeror shall not deliver products or provide services without a Cameron County Purchase Order, signed by an authorized agent of the Cameron County Purchasing Department.
7. Do not include Federal Excise, State or City Sales Tax. County shall furnish tax exemption certificate if required.
8. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for good and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Cameron County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Services.
9. Offeror shall submit two (2) copies of an itemized invoice showing RFQ/RRP number and purchase order number to:
CAMERON COUNTY AUDITOR/ ACCOUNTS PAYABLE
1100 EAST MONROE STREET
BROWNSVILLE, TEXAS 78520
10. Please note that any payment due under this RFQ/RFP award will be applied towards any debt, including but not limited to delinquent taxes that is owed to Cameron County.
11. Payment in full will be made within thirty (30) days of delivery, inspection, and receipt of invoice.
12. 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 RFQ/RFP in excess of the amounts quoted.

Respondent's Title _____

Respondent's FirmName _____

Attachment A

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 RFQ.

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 RFQ

STATE OF TEXAS
COUNTY OF CAMERON

AFFIDAVIT

The undersigned certifies that the RFQ prices contained in this RFQ have been carefully checked and are submitted as correct and final and if RFQ is accepted (within 60 days), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of _____, on this day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say;

That the foregoing RFQ submitted by _____ hereinafter called "Respondent" is the duly authorized agent of said company and that the person signing said RFQ has been duly authorized to execute the same. Respondent affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this RFQ in collusion with any other Respondent. The Respondent is not a member of any trust, pool, or combination to control the price of products or services responded on, or to influence any person to respond or not to respond thereon. I further affirm that the Responder 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 RFQ. The contents of this RFQ as to prices, terms or conditions of said RFQ 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 RFQ.

Name and Address of Responder :

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 RFQ

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 Respondent ” refers to a person who is not a resident.

“Resident Respondent ” 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)
Respondent of Texas as defined in Government Code §2252.001.

I certify that _____ is a Nonresident
(Company Name)
Respondent 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 RFQ

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

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

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

- 02. Has any individual with the firm submitting this RFQ made any contact with any other Respondent concerning this Invitation to RFQ?

Signature of person submitting this RFQ

Date

THIS FORM MUST BE RETURNED WITH YOUR RFQ

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

ADOPTED this 13 day of March, 2007.

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

Cameron County Acct #'s : Real Estate _____ Personal Property _____

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

Signature of person submitting this RFQ

Date

THIS FORM MUST BE RETURNED WITH YOUR RFQ

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

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

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

THIS FORM MUST BE RETURNED WITH YOUR RFQ

SWORN STATEMENT ON DEBARMENT

This SWORN statement is submitted with project number _____

By: _____
(PRINT INDIVIDUALS NAME AND TITLE)

For: _____
(PRINT NAME OF ENTITY SUBMITTING SWORN STATEMENT)

whose business address is:

CITY STATE ZIP VOICE PHONE

and if applicable its Federal Employee Identification Number (FEIN) is: _____

(INDICATE WHICH STATEMENTS APPLY)

- _____ Neither the entity submitting this SWORN statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime.
- _____ The entity submitting this SWORN statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity **HAS BEEN CHARGED WITH AND CONVICTED OF A PUBLIC ENTITY CRIME.**
- _____ The entity submitting this SWORN statement is not present on any Federal list of debarred contractors, nor been debarred from any other type of contracting.

AUTHORIZED SIGNATURE

(Printed Name) (Title)

Sworn to and subscribed before me this 8th day of September, 2011.

Personally known _____ OR Produced identification _____
SHOW TYPE OF IDENTIFICATION

Notary Public State of _____, County of _____ My commission expires _____

(PRINTED/TYPED/ OR STAMPED COMMISSIONED NAME OF NOTARY PUBLIC)

Architects, Engineers, Construction

The applicant certifies, to the best of his or her knowledge and belief, that the information noted below for it and its principals are accurate:

- a. List all previous law suits with Public entities and the results of such suits over the past 7 years.

- b. List all projects that have exceeded Budget, what % over budget and why – over the past 5 years.

- c. List all projects that have exceeded the project completion due date, how many days over and why – over the past 5 years.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

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

THIS FORM MUST BE RETURNED WITH YOUR RFQ

(attach pages if necessary due to space limitations)

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

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

Date Received

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

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

1 Name of vendor who has a business relationship with local governmental entity.**2. Check this box if you are filing an update to a previously filed questionnaire.**

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

Yes No

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

4.

Signature of vendor doing business with the governmental entity

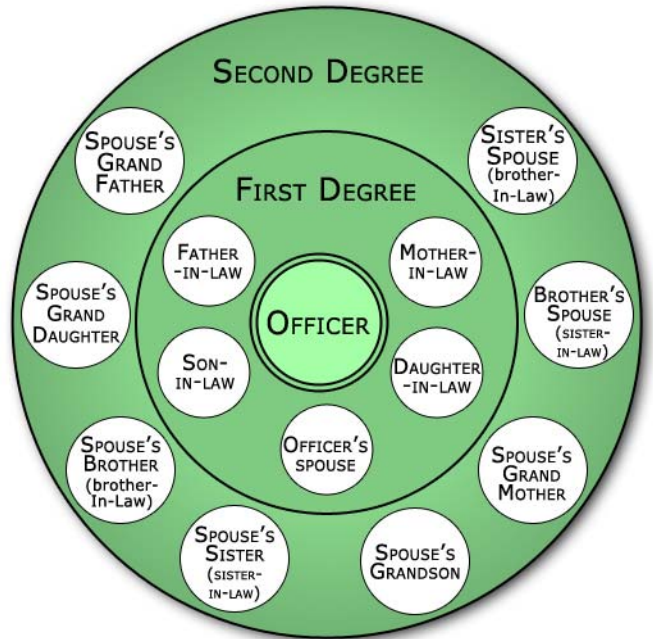
Date

NEPOTISM CHART

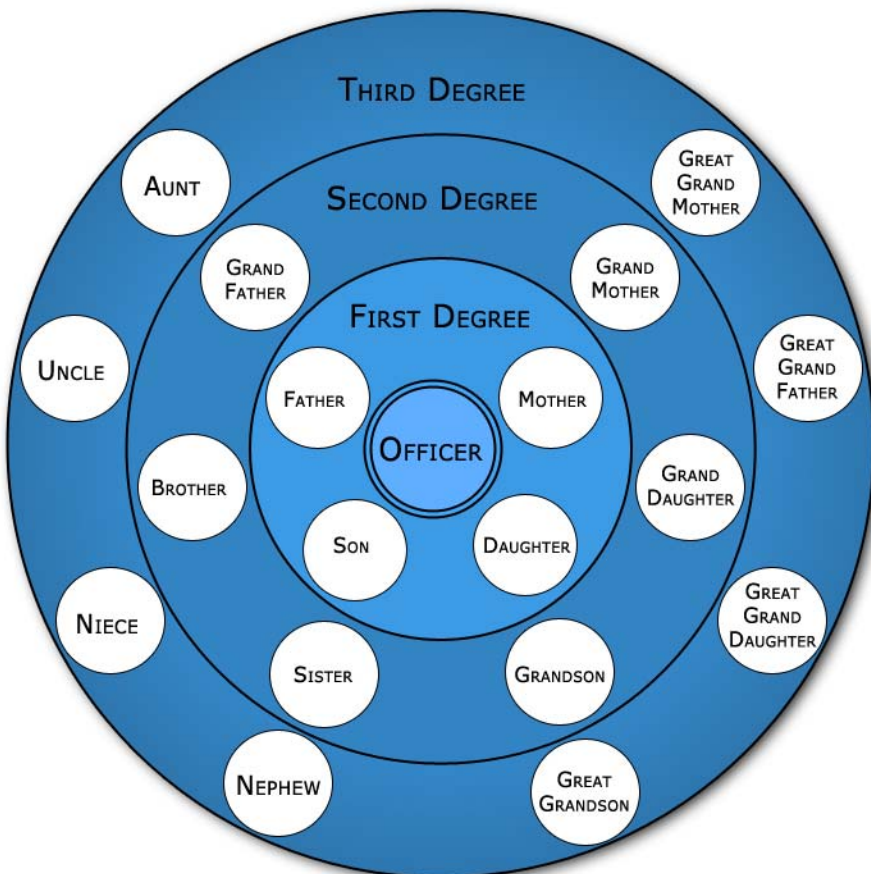
The chart below shows

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

AFFINITY KINSHIP Relationship by Marriage



CONSANGUINITY KINSHIP Relationship by Blood



DISCLOSURE OF INTERESTS

MUST BE FILLED OUT AND SUBMITTED WITH THE RFQ
IF DISCLOSING: OFFEROR MUST ALSO FILE WITH THE COUNTY CLERK'S OFFICE
THE PURCHASING DEPT. WILL NOT BE FILING ON THE OFFEROR'S BEHALF

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

Date _____

FIRM NAME: _____

ADDRESS: _____

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

DISCLOSURE QUESTIONS

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

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

DISCLOSURE OF INTERESTS (CONTINUED)

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

Name	Title	Department

CERTIFICATE

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

Certifying Person: _____ Title: _____
 (Type or Print)

Signature of Certifying Person: _____ Date: _____

GENERAL TERMS & CONDITIONS (RFQ)

ADDENDA: If RFQ 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 respondents. Respondents must acknowledge receipt and consideration of any such changes by signing the addendum and including it in the RFQ package containing the Respondent's submittal.

ADVERTISING: Unless otherwise required by law, respondents to County RFQs shall not publish and shall keep confidential their intentions and actions respecting any response to the RFQ.

AWARD: Cameron County may hold RFQ responses for a period of sixty (60) days. Cameron County reserves the right to reject any or all responses to RFQs. Cameron County reserves the right to award a contract, if any, based on the Respondent's response when compared to the EVALUATION CRITERIA (AS STATED IN RFQ) 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 Respondent. Commissioners Court reserves the right to determine the method and procedures for the final award of all RFQs at any time they so choose, regardless of the Point System used by the Evaluation Committee.

BONDS: If the contract that may be entered into between an RFQ respondent and the County will likely require a performance guarantee or bond, the Purchasing Department will attach a separate page to the RFQ explaining those requirements.

CANCELLATION AND TERMINATION: In any contract resulting from the RFQ, the County shall have the right to cancel all or any part of the undelivered portion of the contract if Respondent breaches any of the terms hereof, including, but not limited to warranties, and/or Respondent 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 Respondent of a "Notice of Cancellation of Undelivered Work" specifying the extent to which performance of work under the contract is or 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 cancel all or any part of the contract if Respondent breaches any of the terms hereof, including, but not limited to warranties, and/or Respondent 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 Respondent of a "Notice of Termination" specifying the extent to which performance of work 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 Respondent and the County.

CONTRACT RENEWALS: Contract Renewals must receive Commissioners Court approval. For contract renewal status and information, please contact Elisa Cisneros at 956-982-5405 e-mail: Elisa.Cisneros2@co.cameron.tx.us Cameron County Purchasing Dept. or Dylbia Jeffries 956-550-1340 djefferies@co.cameron.tx.us at the Cameron County Civil Legal Division. Any price escalations are limited to those stated by the original contract terms. All contracts with a one (1) year renewal option requires that the Respondent 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. Respondent 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 Respondent agrees as follows: 1.) Respondent 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 Respondent will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the Respondent 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 Respondent 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.

DISQUALIFICATION OF RESPONDENT: Upon submitting a response to this RFQ, Respondent certifies that the Respondent 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 RFQ 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 respondents. If multiples are submitted by a respondent and, after all responses to the RFQs are opened, one or more of the responses are withdrawn, the result will be that all of the responses submitted by that respondent will be withdrawn; however, nothing herein prohibits a respondent 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 performance in the user environment. Any specific criteria section or sections identified elsewhere in this RFQ 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 respondents and the Commissioners Court upon request. Evaluation sheets and 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 RFQ requirements, delivery and needs of the using department are considerations in evaluating responses. The Cameron County Purchasing Department reserves the right to contact any Respondent, at any time, to clarify, verify or request information with regard to that Respondent's response. The Cameron County Purchasing Department further reserves the right to hold negotiation discussions with any responsible Respondent's response determined to be reasonably susceptible of being selected for award in accordance with law.

PROTEST PROCEDURES: Procedure - This protest procedure is available to Respondents responding to this RFQ 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 RFQ 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 RFQs, Respondents are given the opportunity to ask questions of the Evaluation Committee relative to their responses and scores received by the Respondent.

Protests are made:

1. To the Purchasing Department after the debriefing conference. Respondent 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 Respondent has received notification from the County Purchasing Department of the decision.

Grounds for protest:

1. Errors were made in computing the score.
2. The County failed to follow procedures established in the RFQ, 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 Respondents shall include, in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Respondents shall, at a minimum, provide:

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

Review Process:

1. Upon receipt of a Respondent protest, the Purchasing Department shall postpone further steps in the acquisition process until the Respondent 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 Respondent. b) A written decision will be delivered to the Respondent within five business days after receipt of the protest, unless more time is needed. The protesting Respondent shall be notified if additional time is necessary.

Final Determination - The final determination shall:

1. Find the protest lacking in merit and uphold the agency's action; or
2. Find only technical or harmless errors in the agency's acquisition process conduct, determine the agency to be in substantial compliance, and reject the protest; or
3. Find merit in the protest and provide the agency options which may include a) Correct its errors and reevaluate all proposals, and/or b) Reissue the Respondent 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 resulting decision is final with no further administrative appeal available.

FISCAL FUNDING: A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include a 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 Respondent 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 Respondent.

GRATUITIES AND PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the County, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Attached and included is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of Cameron County or County

entities (if any such relationships exists) must be attached and included with RFQ submitted. The County may, by written notice to the Respondent, cancel this contract without liability to Respondent if it is determined by County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Respondent, or any agent, or representative of the Respondent, 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 cost incurred by Respondent in providing such gratuities. Consistent and continued tie RFQ responses could cause rejection of an RFQ response by the County and/or investigation for Anti-Trust violations. Respondent 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 Respondent for the purpose of securing business.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION: If Respondent 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 Respondent 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 Respondent 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, must be acceptable to the County. It shall be the responsibility of the Respondent to maintain adequate insurance coverage at all times. Failure of the Respondent to maintain adequate coverage shall not relieve the Respondent of any contractual responsibility or obligation.

SCANNED RE-TYPED RESPONSE - FLOPPY DISK: If in its RFQ response, Respondent either electronically scans, re-types, or in some way reproduces the County's published RFQ package, then, in event of any conflict between the terms and provisions of the County's published RFQ specifications or any portion thereof, and the terms and provisions of the RFQ response made by Respondent, the County's RFQ specifications as published shall control. Furthermore, if an alteration of any kind to the County's published RFQ 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 be used.

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

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 services furnished to date under a contract resulting from this RFQ. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by the Cameron County department using the services with a description of services rendered, the unit and total price.

WARRANTY: Respondents may not limit or exclude any implied warranties. **Respondent warrants that services provided to the County shall conform to the highest commercial and/or professional standards in the industry.**

APPLICABLE LAW

ASSIGNMENT DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by Respondent without the written permission of the County. Any attempted assignment or delegation by Respondent shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph. Any contract entered into

pursuant to this request is not assignable, nor the duties thereunder, by either party, without the written consent of the other party, the Commissioners Court, and County Auditor.

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 Respondent. Department heads are NOT authorized to sign agreements for Cameron

County. Binding agreements shall remain in effect until the contract requirements have been satisfied.

ERRORS AND OMISSIONS: Errors and Omissions in the RFQ of any provision herein described will not be construed as to relieve the Respondent 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 RFQ 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 Respondent, shall indemnify and hold Cameron County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from Respondent's performance. Respondent shall procure and maintain, with respect to the subject matter of this RFQ, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Respondent's liability as may arise directly or indirectly from work performed under terms of this RFQ. Certification of such coverage must be provided to the County upon request.

INTERPRETATION PAROLE EVIDENCE: Unless a separate contract or addendum hereof is prepared and entered into following the award of this RFQ to a successful respondent, this writing is intended by the parties as a final expression of the terms of this RFQ and the general terms of any resulting contract with the selected Respondent. 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 RFQ 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.

LATE RESPONSES: RFQ 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.

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

RIGHT TO ASSURANCE: During the RFQ process and any resulting contract, whenever a respondent or the County in good faith has reason to question the other's intent to perform, demand may be made that the other party give written assurance of intent. In the event that a demand is made, and no assurance is given within five (5) days, such failure may be treated as an anticipatory repudiation of the RFQ 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. These General Terms and Conditions shall be incorporated in the response to the RFQ and any resulting contract. The Respondent shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response. The Respondent 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.