



**CAMERON COUNTY  
PURCHASING DEPARTMENT  
INVITATION TO RFQ**

**RFQ NUMBER # 1730**

**RFQ TITLE: DELINQUENT TAX COLLECTION ATTORNEY**

**DATE DUE: MARCH 12, 2019**

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

RFQ's will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3<sup>rd</sup> Floor – Room # 345 at 11:01 a.m. (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 **ORIGINAL AND SEVEN (7) COPIES** RFQ in sealed envelope. Be sure that return envelope shows the RFQ Number, Description and is marked "SEALED RFQ".

RETURN RFQ TO:

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

Questions must be submitted by: **Monday, February 25, 2019** (e-mail: [Mforbes@co.cameron.tx.us](mailto:Mforbes@co.cameron.tx.us))

Any questions, pertaining to the RFQ, must be submitted in writing to the Purchasing Agent. These questions along with all answers shall be provided to all proposers. Request for Information regarding contractual and specifications matters or Scope of Services related to this RFQ shall **NOT** be directed to the County Judge, County Commissioners, or any member of the Evaluation Committee.

For additional information or to request addendum email: Mike Forbes or Beverly Findley at [mforbes@co.cameron.tx.us](mailto:mforbes@co.cameron.tx.us) or [beverly.findley@co.cameron.tx.us](mailto:beverly.findley@co.cameron.tx.us)

**You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.**

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

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

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

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

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

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

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

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

(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 the County Judge and a Purchase Order is issued.

## **CHECK LIST**

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

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

### **Attachments**

- Attachments A, B, C, D, E, F, G, H, I**  
Be sure to complete these forms and return with packet.
- Bid Guaranty & Performance Bond Information & Requirements**  
This form applies only to certain qualifications. All public work contracts over \$25,000 require a Payment Bond and over \$100,00 must also have a Performance Bond in a form approved by the County. Please read carefully and fill out completely.
- Minimum Insurance Requirements**  
Included when applicable
- Worker's Compensation Insurance Coverage Rule 110.110**  
This requirement is applicable for a building or construction contract.
- Financial Statement**  
When this information is required, you must use this form.

### **Other - Final Reminders To double check before submitting RFQ**

- Is your RFQ sealed with RFQ #, title, Respondent'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, H, I ?
- Did you provide the number of copies as required on the cover page?
- Did you visit our website for any addendums?

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

Maintain adequate local office facilities for efficient collection efforts and quality taxpayer service, including up-to-date computer equipment and software and at least \_\_\_ [minimum 15] telephone lines to support County collections with a sequencer and adequate staff to maintain same, such lines to be incoming lines for inquiry for delinquent information;

Maintain legal and support staffing sufficient to efficiently perform the services described herein; after one year following the execution of this Contract, such staffing shall not fall below a minimum of \_\_\_ [minimum 15] employees, including but not limited to at least \_\_\_ [minimum 4] attorneys without the written permission of the County, allowing for a reasonable time of not more than 30 days to fill vacancies.

Attach current insurance certificates to the proposal indicating coverage in the following amounts:

- Professional Liability of not less than \$2.5 million
- General Liability - \$1 million
- Automotive - \$1 million
- Worker's compensation - \$1 million
- Employee theft/crime - \$2 million
- Technical systems professional liability - \$2 million

Minimum of five year's experience collecting delinquent property taxes in the State as demonstrated by response in this RFQ.

If not interested in submitting RFQ please let us know why by feedback at:

[www.co.cameron.tx.us/purchasing/feedback.htm](http://www.co.cameron.tx.us/purchasing/feedback.htm)

## I. INSTRUCTIONS FOR SUBMITTING RFQ'S

These General Instructions apply to all offers made to Cameron County, Texas (herein after referred to as "County") by all prospective vendors (herein after referred to as "Proposers") on behalf of Solicitations including, but not limited to, Invitations to RFQ and Requests for Quotes. This RFQ implies no obligation on the part of Cameron County.

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

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

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

**GOVERNING FORMS:** In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Cameron County's interpretation shall govern. Where substitutions are used, they must be of equivalent value or service, and specified by the Proposer as such, in the columns to the right on the "Minimum Specifications' Forms". The County's specifications may be exceeded and should be noted by the Proposer as such. Any RFQ NOT MEETING the Minimum Requirements specified will be rejected.

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

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

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

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

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

A vendor commits an offense if the vendor:

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

(B) knowingly fails to file the required questionnaire with the appropriate records administrator not later than 5 p.m. on the seventh business day after the date on which the vendor becomes aware of an event that would make a statement in a questionnaire previously filed by the vendor incomplete or inaccurate.

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

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

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

<http://www.co.cameron.tx.us/purchasing/docs/conflictinterest.pdf>

#### **DISCLOSURE OF INTERESTS:**

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

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

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

<http://www.co.cameron.tx.us/purchasing/docs/DisclosureofInterest.pdf>

#### **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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) )

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

tab Link:

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

**Respondents** SHALL SUBMIT RESPONSES TO THIS 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 – 3<sup>rd</sup> Floor – Room # 345 (as per Purchasing Dept. time clock.

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

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

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

SUCCESSFUL PROPOSER WILL BE NOTIFIED BY MAIL. All responding proposers 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 proposers, and media as per the Public Information Act, after a contract is executed with the successful proposer. If you deem any information as confidential, it should not be made part of your RFQ package.

Any costs involved in the preparation of the proposals are the sole responsibility of the proposer. The County will not be responsible for any costs associated with the preparation, submission or meetings involved with the presentation of the proposal.

PLEASE NOTE CAREFULLY

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.

1. **ORIGINAL AND SEVEN (7) COPIES OF RFQ's 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.
2. RFQ's MUST give full firm name and address of the Proposer. Failure to manually sign RFQ will disqualify it. Person signing RFQ should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT.
3. RFQ's CANNOT be altered or amended after deadline time. Any alterations made before deadline time must be initiated by Proposer or his authorized agent. No RFQ can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.
4. The County is exempt from State Sales Tax and Federal Excise Tax. DO NOT INCLUDE TAX IN RFQ. Cameron County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.
5. Written and verbal inquiries pertaining to RFQ's must give RFQ Number and Company.
6. NO substitutions or cancellations permitted without the written approval of the Purchasing Agent.
7. The County reserves the right to accept or reject all or any part of any RFQ, and/or to waive minor technicalities.
8. This is a RFQ inquiry only and implies no obligation on the part of Cameron County.
9. Partial RFQ's will not be accepted unless awarded by complete category or line item. **To be awarded by total RFQ.**
10. It is expected that the proposer will meet all state and federal safety standards and laws in effect on the date of the RFQ for the item(s) being specified, and the particular use for which they are meant.
11. It is the responsibility of the respondent to ask any and all questions the respondent feels to be pertinent to the proposal. Cameron County shall not be required to attempt to anticipate such questions for respondents. Cameron County will endeavor to respond promptly to all questions asked.
12. If a Bid Bond is required in this RFQ it must be included in Proposer's Sealed RFQ package.

**PURCHASE ORDER** : The successful proposer shall not provide services without a Cameron County Purchase Order, signed by an authorized agent of Cameron County. The fastest, most reasonable completion time shall be indicated by the proposer in the proper place on the Pricing/Completion Time Information form.

**INVOICES AND PAYMENTS:** (a) if applicable, Seller shall submit separate invoices, in duplicate, on each purchase order after each completion. Invoices shall indicate the purchase order number, shall be itemized and shall be listed separately. Mail to: Cameron County, ATTN: Auditor's Office, 1100 East Monroe Street, Brownsville, Texas 78520. Payment shall not be due until the above instruments are submitted after delivery or services rendered. Payment shall not be due until the above instruments are submitted after delivery or services rendered. Suppliers should keep the Finance Department advised of any changes in your remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available. (c) Do not include Federal Excise, State or City Sales Tax. County shall furnish tax exemption certificate if required.

Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the proposer for correction. Under term contracts, when services are required, the proposer should invoice as to contracted billing parameters. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the proposer 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.

**Titles and Invoices:** all titles and invoices will be in the name of **Cameron County, 1100 E. Monroe Street, Brownsville, Texas 78520**, and signed ONLY by the County Auditor's Office personnel.

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

**CAMERON COUNTY AUDITOR  
ACCOUNTS PAYABLE  
1100 E. Monroe Street,  
BROWNSVILLE, TEXAS 78520**

The enclosed REQUEST FOR PROPOSAL is for your convenience in submitting an offer for the enclosed referenced services for Cameron County.

**MARK ENVELOPE: "RFQ # 1730 DELINQUENT TAX COLLECTION ATTORNEY"**

If proposer does not wish to submit an offer at this time but desires to remain on the list for this service, please submit a "NO OFFER" by the same time and at the same location as stated above. If response is not received for three consecutive RFQ'S proposer shall be removed from list. If however, proposer chooses to "NO OFFER" this service and wishes to remain on the list for other services, please state the particular service under which proposer wishes to be classified.

Cameron County is always very conscious and extremely appreciative of the time and effort proposers expend to submit an offer. We would appreciate proposer indicating on any "NO PROPOSER" response any requirements of this RFQ which may have influenced proposer's decision to "NO OFFER".

Commissioners' Court of Cameron County, Texas is requesting sealed RFQs of professional services to be received for:

**DELINQUENT TAX COLLECTION ATTORNEY**

## **II. GENERAL RFQ TERMS AND CONDITIONS**

### **A. RFQ / CONTRACT**

This RFQ, submitted documents, and any written negotiations, when properly accepted by Cameron County, shall become part of the contract between proposer and Cameron County.

### **B. CONFLICT OF INTEREST**

No public official shall have interest in this contract, in accordance with V.T.C.A., Local Govt. Code, Chapter 171.

### **C. CONFIDENTIALITY**

All information disclosed by Cameron County to successful proposer for the purpose of the work to be done or information that comes to the attention of the successful proposer during the course of performing such work is to be kept strictly confidential.

### **D. ADDENDA**

Any interpretations, corrections or changes to this RFQ will be made by addenda. Proposers should look to the following site for any and/or all Addendums to this RFQ:

[http://www.co.cameron.tx.us/purchasing/specs\\_notices.htm](http://www.co.cameron.tx.us/purchasing/specs_notices.htm)

Proposers shall acknowledge receipt of all addenda.

### **E. CHANGES TO RFQ/CONTRACT**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract.

### **F. ASSIGNMENT**

The successful proposer shall not sell, assign, transfer or convey any contract resulting from this RFQ, in whole or in part.

### **G. VENUE**

This Agreement will be governed and construed according to the laws of the State of Texas. Any disputes that may arise from the terms and performance of this agreement (contract) shall be settled in a court of law within Cameron County.

## **H. SUBMITTAL OF CONFIDENTIAL MATERIAL**

Any material that is to be considered as confidential in nature must be clearly marked as such by the proposer and will be treated as confidential by Cameron County and the Evaluation Committee. However after award of contract, that information will be subject to the public information act.

## **I. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSER**

A prospective proposer must affirmatively demonstrate its responsibility. A prospective proposer must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of integrity and ethics;
4. Be otherwise qualified and eligible to receive an award.
5. Must be licensed with the State Bar of Texas as a licensed attorney to perform legal services.

Cameron County may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.

## **J. ONLINE BIDDING AND SALE**

Successful proposer may conduct a public auction using online bidding and sale if the commissioners court by official action authorizes the officer charged with selling property to do so.

## **K. SUCCESSFUL PROPOSER SHALL**

Successful proposer shall defend, indemnify and save harmless Cameron County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from RFQ award. Successful proposer shall pay any judgment with costs which may be obtained against Cameron County growing out of such injury or damages.

## **L. SALES TAX**

Cameron County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the RFQ shall not include sales taxes.

## **M. ACCEPTED PROFESSIONAL STANDARDS AND PRACTICES**

The Proposer must conform to the highest ethical standards of attorney practices and / or professional services. Provide a list of all courts that proposed attorneys for this contract are licensed to practice in the State of Texas.

## **N. RFQs / RESPONDENTS MUST COMPLY WITH**

All federal, state, county and local laws governing or covering this type of service.

## **O. PATENTS / COPYRIGHTS**

The successful proposer agrees to protect Cameron County from claims involving infringements of patents and/or copyrights.

## **P. TERMINATION OF CONTRACT**

- a. This contract shall remain in effect until contract expires, completion and acceptance of services or default, Cameron County reserves the right to terminate the contract immediately in the event the successful proposer fails to:
  1. Meet accepted collections as adopted by the County, or
  2. Otherwise perform in accordance with the accepted RFQ.
- b. Either party may terminate this contract at anytime with a sixty (60) days' written notice.

## **Q. PERFORMANCE OF CONTRACT**

Cameron County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of resulting contract award.

## **R. OWNERSHIP**

All files, printouts, concepts, computer programs, reports, analysis etc., shall become the property of Cameron County.

## **S. DEFINITIONS**

- a. **Cameron County** - Same as County
- b. **Commissioner's Court** - The elected officials of Cameron County, Texas, given the authority to exercise such powers and jurisdiction of all County business as conferred by the State Constitution and laws.
- c. **Contract** - An agreement between the County and a Delinquent Tax Attorney Firm and/or Services over a designated period of time during which the duration of said agreement is specified by the contract, and this Request for RFQ.
- d. **Proposer** - Candidate of this Request For Qualifications.
- e. **Evaluation Committee** - Committee appointed by the Commissioners' Court to oversee the evaluation process of the delinquent tax collection and make recommendation to Commissioners' Court.
- f. **Tax Assessor-Collector** - The elected official responsible for all ad valorem tax collections of current and delinquent accounts as authorized by the Texas Property Tax Code and State Statutes.

**T. REJECTION OF RFQs**

Cameron County, reserves the right to accept or reject any and/or all RFQs as it shall deem to be in the best interest of Cameron County. Receipt of any RFQ shall under no circumstances obligate Cameron County to accept any RFQ. The award of the contract shall be made to the responsible proposer whose RFQ is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of service and other evaluation factors set forth in the request for RFQ.

**U. RFQs SHALL**

Include this RFQ and all additional documents submitted. shall be placed in a sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract and marked clearly on the outside. Facsimile transmittals shall not be accepted. No change to RFQ shall be accepted beyond deadline date.

**V. LATE RFQs**

RFQs received in the County Purchasing Office after submission deadline shall be returned unopened and will be considered void and unacceptable. Cameron County is not responsible for lateness of mail, carrier, etc., and time/date. The stamp clock in the Purchasing Office shall be the official time of receipt.

**W. ALTERING RFQs**

Any interlineations, alteration, or erasure made before deadline time must be initialed by the signer of the RFQ, guaranteeing authenticity. No alteration to the RFQ shall be accepted beyond deadline date.

**X. WITHDRAWAL OF RFQ**

An RFQ may not be withdrawn or canceled by the proposer for a period of ninety (90) days following the date designated for the receipt of RFQ, and proposer so agrees upon submittal of its RFQ.

**Y. RFQs OPENING**

RFQs shall be received and publicly acknowledged as noted on the 1<sup>st</sup> paragraph of Page 1. RFQs opening is open to the public and anyone may attend this opening. Proposers presence at opening is not mandatory. RFQs shall be received and acknowledged only so as to avoid disclosure of the contents to competing proposers and kept secret during the negotiation/evaluation process.

**Z. OPEN RECORDS**

All RFQs shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the RFQ so identified by proposer as such, will be submitted to the Attorney General for an opinion, if such information is requested in a Public Information Request.

### **III. SCOPE**

#### **A. PURPOSE**

Cameron County's intent with this Request for RFQ and resulting contract is to obtain RFQs from and the services of a qualified delinquent tax collection law firm with extensive experience and a verifiable history in the collection of delinquent taxes. The selected firm will assist Cameron County in delinquent collections as authorized under Sections 6.30 and 33.07 of the Property Tax Code. Other services may be requested of the firm related to delinquent ad valorem property tax matters. RFQs are solicited for delinquent ad valorem tax collection service for a period of **four (4) years effective June 1, 2019**, and at the end of the contract the contract may be renewed for a period up to four (4) years by allowing annual renewals at the discretion of the Commissioners' Court. The successful proposer will collect delinquent taxes for the County and for the entities for which the County collects taxes either by law or by contract.

#### **CAMERON COUNTY TO PROVIDE**

1. Cameron County shall employ a firm to enforce by suit or tax warrants for the collection of all delinquent taxes, penalty and interest owing to Cameron County and any other taxing jurisdiction the County Tax Assessor-Collector's office collects for now and in the future.
2. Cameron County and the Tax Assessor-Collector's office shall furnish all necessary delinquent tax information to the awarded proposer on all property within the boundaries of Cameron County. The awarded proposer shall determine the name, identity and location of necessary parties and procure necessary legal descriptions of property and recover the costs of obtaining such information.
3. Cameron County agrees to pay the awarded firm the fee in compliance with the Texas Property Tax Code and the contract as awarded, during the term of this contract on all taxes, penalties, and interest actually collected and deposited into the Cameron County Tax Assessor-Collector's depository at least once every five (5) working days by check or ACH transfer.

#### **PROPOSER (AWARDED) REQUIRED SCOPE**

1. The awarded proposer shall advise the Cameron County Tax Assessor-Collector's Office of errors, double assessments and other discrepancies coming under observation during the progress of the work.
2. The awarded proposer shall intervene on behalf of Cameron County in all suits for delinquent ad valorem taxes filed by any other taxing unit or Attorney on property located within its boundaries.

3. The awarded proposer shall present monthly delinquent tax collection progress-reports to the Cameron County Tax Assessor-Collector and Commissioners' Court, inclusive of property sales and re-sales and upon request make presentations before Commissioners' Court.
4. The awarded proposer shall sell all properties seized or ordered sold pursuant to foreclosure of a tax lien in accordance with the State Property Tax Code Sec. 34.01, 34.02, 34.03 and 34.04. All Properties struck off under the County's name or any other taxing jurisdiction that the County collects for shall be re-sold in accordance with State Property Tax Code, Sec. 34.05 and Sec. 34.06 at no additional cost to the Cameron County.
5. The awarded proposer shall provide a website and posts tax sale property listings for the benefit of the public and provide internet accessible property tax sale and resale information over the Internet.
6. The awarded proposer shall provide legal assistance and/or opinions to Cameron County and/or the Tax Assessor-Collector regarding any problems involving ad valorem taxes within 5 to 10 working days.
7. The awarded proposer shall be able to receive payments for delinquent taxes over the Internet with the use of Credit Cards and over the counter with the use of Credit Cards and ability to use the Internet Bank Charge System.
8. Proposer must have or obtain computer hardware and software that is compatible with the Tax Assessor-Collector's Office IBM AS400-510 (EZ Tax/eTax Property Tax Collection System) within thirty (30) days of awarded contract.
9. The awarded proposer shall reimburse the County for the printing and mailing of the May resolution that is required by Texas Property Tax Code Sec. 33.07 (d), and Sec. 33.11 within thirty (30) days of mailing.
10. The awarded proposer shall assist the Tax Assessor-Collector's Office in obtaining it's annual current tax year collection goal as determined by the Commissioners Court, initiate tax warrant lawsuit procedures in February of each year, and have a minimum of eight (8) delinquent tax mail-outs each year not to coincide with the Cameron County Tax Assessor-Collector's Office mail-outs in October, January and May.
11. The awarded proposer shall meet or exceed the annual delinquent tax overall collection goal as budgeted and determined by the Commissioners' Court and the Tax Assessor-Collector.
12. The awarded proposer shall provide a toll free 800 telephone number for Cameron County Tax Payers.
13. The awarded proposer shall establish a Delinquent Tax Collection Law Office in Cameron County with a local representative – as a liaison -accountable to the County Tax Assessor-Collector's Office, within thirty (30) days after the delinquent tax collection contract is signed.
14. The awarded proposer will represent Cameron County in all Delinquent Taxes involved in bankruptcy and/or involved in any federal agencies and correlate all County representation with the County legal counsel, County District Attorney, and the evaluation committee (i.e., RTC/FDIC, etc.) at no additional expense to the County.

15. Be otherwise qualified and eligible to receive an award;

### **OTHER**

1. Cameron County shall not be responsible for any verbal communication between any employee of the County and any potential proposer. Only written specifications and written price quotations will be considered.
2. Either Cameron County or proposer may cancel this contract at any time for any reason, provided a sixty (60) day written notice is given.

### **IV. RFQ SPECIFICATIONS**

#### 1. Executive Summary

*Format and Content: Please included in your RFQ's as your cover.*

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

Summary of Proposal as submitted

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

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

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

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

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

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

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

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

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

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

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

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed and Title;

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

Proposer's cost proposals must include an itemized list of all direct and indirect costs associated with the performance of this contract.

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

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

- 2 Each RFQ must clearly cover all items in this Request for Qualifications and supply complete responses to all items mentioned. Additional information may be included and clearly identified in the table of contents to make all information easily referenced.
- 3 Each proposal must indicate a contact person for purposes of discussion related to this proposal process. Additionally, this person must be one authorized to make commitments on behalf of the firm and should indicate the firm's overall intentions toward this contract in a signed cover letter accompanying the firm's RFQ.
- 4 Each RFQ should fully describe the various processes involved in the firm's delinquent collection program. These must include, but are not limited to the following topics:
  - a. Taxpayer notification program. Types of notice letters, frequency and whether or not all taxpayers and all delinquent accounts are billed regardless of amount due. Sample notice letters and statements should be included as an example of form. An annual, proposed mailing schedule clearly indicating the type of mailing scheduled should be included.
  - b. Address and ownership investigation procedures for mailing purposes and keeping delinquent data current.
  - c. Procedures for selecting accounts for litigation.
  - d. Complete procedures related to the filing of suit and prosecution to judgment.
  - e. Procedures and experience in tax warrants, and collection of judgments by execution and sale.
  - f. Other tax-related services that the firm provides. Bankruptcy collection practices and litigation policies must be covered.
  - g. Policies and practices related to partial payments or payment agreements or other arrangements with the taxpayer.
  - h. Methods of reporting to the client and the frequency of those reports. Please include at least one report provided to a county by your firm as an example.
  - i. Data processing procedures and resources. Include your firm's methods of data handling and any expectations of the County, including a specific cost-sharing schedule if any costs are to be borne by the County.
  - j. A specific work plan for collecting delinquent accounts in simplified form for the first full year of the contract.
  - k. The County believes that working with the taxpayer to resolve their delinquencies is in keeping with its own philosophy. Describe the firm's proposed taxpayer assistance/outreach program for the following areas and the general methods used to accomplish them.

- Telephone inquiries
- Correspondence
- Payment Agreements
- Taxpayer Education and Counseling
- General Community Involvement

1. Include full disclosure of any outside partnerships, subcontractors or income sharing with names and addresses of all parties involved. All present and future subcontractors must receive the prior approval of the County.

5 Each must include, but is not limited to, the following:

- a. An overall history of the firm and its length of experience in delinquent tax collection.
- b. A description of the firm's structure, organization chart and professional affiliations.
- c. All services offered by the firm, including all data-processing services and capabilities.
- d. Specific information on the key personnel proposed to manage this contract, including resumes of attorneys. Provide an organization chart identifying all personnel that would be working with the County, showing their respective function/ program responsibility. Support personnel should also be identified for the County's program.

**Items e - h should be as relevant as possible to the County for evaluation purposes. Please confine data presented to clients within the immediate area or within a 150 mile radius of the proposed contract location.**

- e. Collection records based on verifiable data that indicate the overall work picture of the firm on behalf existing clients. Please submit collection data for at least three (local area) clients that are comparable to the County; at least one of the three must be a county client to demonstrate proficiency in the area of delinquent tax collections. Collection data shall include:

	<b>July 1, 2015 – June 30, 2016</b>	<b>July 1, 2016 – June 30, 2017</b>	<b>July 1, 2017 – June 30, 2018</b>
Beginning DTR for all delinquent tax years on July 1			
Total delinquent taxes collected			
Total Penalties and Interest collected			
Collection Percentage (Base, P & I) for all delinquent tax years			
Total adjustments to DTR for all delinquent tax years			
Collection Percentage (Base, P & I) for all delinquent tax years using adjusted beginning DTR			

- f. Provide litigation records to indicate the overall work picture of the firm on behalf of the same three clients (again, one client must be a county). At a minimum, provide the following: the number of suits filed by the firm, the number of judgments taken by the firm, and the number of executed tax warrants by the firm for a period of no less than two years for each of the three clients. Any dismissals for want of prosecution should also be reported.

	<b>July 1, 2015 – June 30, 2016</b>	<b>July 1, 2016 – June 30, 2017</b>	<b>July 1, 2017 – June 30, 2018</b>
<b>Total Suits Filed</b>			
Number of accounts			
Petition Amount	\$	\$	\$
<b>Number of Non-Suits</b>			
Petition Amount	\$	\$	\$
<b>Number of Judgments*</b>			
Judgment Amount	\$	\$	\$
<b>Tax Sales</b>			
Number of Properties			
Total Collected	\$	\$	\$
<b>Tax Resales</b>			
Number of Properties			
Total Collected	\$	\$	\$
<b>Number of Tax Warrants</b>			
Petition Amount	\$	\$	\$
<b>Bankruptcy</b>			
Claims Filed			
Approved Plans			
Cases Paid in Full			
Total Collected	\$	\$	\$
<b>Number of DWOPS</b>			

- g. At least three (3) existing client references that may be personally contacted to discuss your firm's work history for them. Include the client contact's name, title, phone number, and full address.
- h. Describe your local bankruptcy program and identify all local and national bankruptcy support personnel available to assist with bankruptcy cases for the County collection program.
- i. Provide a representative listing of current clients throughout the state.

- j. Provide the following data for at least the three largest taxing entities under contract to your firm and one of comparable size to Cameron County. This data should show a collection history for the tax years 2015, 2016, 2017, and 2018 expressed as follows in both dollars and as a percentage:
1. Original levy for each tax year.
  2. Amount of original levy remaining delinquent on July 1 of the following year.
  3. Amount of original levy remaining delinquent as of July 1, 2018.
  4. Total current and delinquent tax, penalties, and interest collected during the fiscal year of each jurisdiction selected. Amounts shown should not include sections 33.07 or 33.11 penalty or attorney's fees.
6. References: Proposer shall supply with this RFQ a list of at least three (3) references where like services or similar projects have been performed by its firm. Include name of the taxing entity, address, telephone number and name of public officials responsible for the taxing jurisdiction, including the tax assessor-collector.
7. Financial Statements: Proposers shall submit recent audited financial statements with its RFQ.
8. Other clients involved with Proposers shall provide a list of other clients and or business ventures that you are currently involved with or will be involved within Cameron County.
9. Submittals: For proper comparison and evaluation, Cameron County requests that RFQs address, at a minimum. List all principle partners, associates, lobbyists, and local attorneys involved in this RFQ.
10. Proposer shall include complete description of delinquent tax collection program including charts, graphs, copies of letters to delinquent taxpayers, letters of reference from Tax Assessor-Collectors, and a ***copy of a draft contract.***
11. Compensation submittal: the RFQ shall contain the compensation method for all delinquent tax, penalty, and interest collected and all provisions thereof including benefits and responsibilities of Cameron County and The Tax Assessor-Collector's Office.

**Proposer shall provide in the RFQ representation any other information sufficient to determine proposer's ability to meet the standards listed above.**

## **V. EVALUATION PROCESS**

### **Evaluation Committee:**

Appointed by Commissioners' Court

### **A. EVALUATION CRITERIA AND FACTORS**

The Evaluation Committee will evaluate all RFQs and shall recommend a Delinquent Tax Attorney to the Commissioners' Court. The County reserves the right to review, accept or reject any or all RFQs received through this process. If additional information is needed from proposers, the County will initiate that request. If interviews or conferences are necessary, the County will make those arrangements as necessary. Information contained within the RFQ should be the complete offering to the County. In fairness to all proposers, no late additions or verbal additions to the original RFQ will be accepted after the submission deadline. All proposer presentations shall be made directly to the Evaluation Committee and must be limited to no more than three (3) presenters per firm. The recommendation for award of the contract shall be made to the responsible proposer whose RFQ is determined to be the best evaluated RFQ, taking into consideration the factors set forth in the Request for Qualifications in accordance with the Texas Local Government Code, Chapter 262.

### **EVALUATION CRITERIA AND FACTORS**

The evaluation criteria will be grouped into percentage factors as follows:

#### **WEIGHTED QUANTITATIVE SCORING:**

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

4 = Very good / Exceeds expectations

3 = Above expectations

2 = Meets expectations

1 = Does not meet expectations

0 = non responsive

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

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

- 30% A. Ad Valorem Tax collection experience, including Cities, Counties, or School Districts experience within the State, demonstrated results, and overall reputation of the firm and references from other clients and tax assessor-collectors.
- 25% B. Local capability, experience, and credentials of the firm in the areas of legal personnel, support personnel, data processing capabilities and a spectrum of services to be offered to prospective clients. Comprehensive services beyond delinquent tax collections will be considered an advantage.
- 30% C. Demonstrated ability to handle and improve complex delinquent tax collection litigation, and comprehensive bankruptcy services.
- 15% D. Clarity, quality and adherence to RFQ and supporting data – including sufficient data processing services.

Although the cost of services to be provided is an essential part of the RFQ, Cameron County is not obligated to award a contract solely on the basis of cost.

## **VI. CONTRACT PERIOD AND TERMINATION**

The firm awarded the contract will represent Cameron County beginning **June 1, 2019**. The County Commissioners reserve the right to award a four (4) year contract and at the end of the contract the contract may be renewed for a period up to four (4) years by allowing annual renewals at the discretion of the Commissioners' Court. The County also reserves the right to terminate the contract after giving sixty (60) days notice to the contractor. All delinquent taxes become subject to attorney's collection efforts on July 1 of the year they become delinquent. Existing delinquent taxes for prior years become subject to the attorney's collection efforts upon the beginning date of this contract. Upon termination of the contract, the firm will have six months to conclude its pending litigation activities.

**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 have been carefully checked and are submitted as correct and if RFQ is accepted (within 60 days), agrees to furnish any and/or all services upon which are offered, 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***

**Attachment D**

**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 Purchasing Agent?

---

---

---

---

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 1<sup>st</sup> following the January 1<sup>st</sup> on which the ad valorem taxes are due.**
3. For purposes of this Order, a person includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with Cameron County requiring approval by the Commissioners Court.

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

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

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

01. Is the person or the firm submitting this 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.

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

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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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)

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

**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 tiling authority not later than the 7th business day after the date on which you became aware that the originally tiled 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 tiler 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

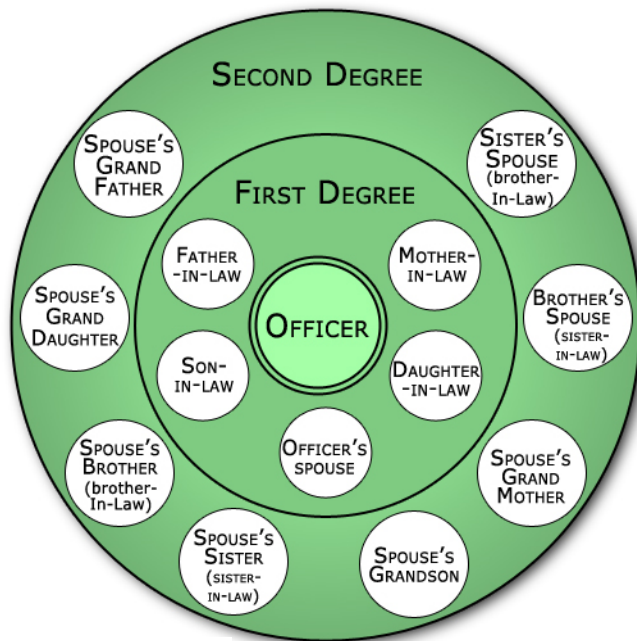
Date

## NEPOTISM CHART

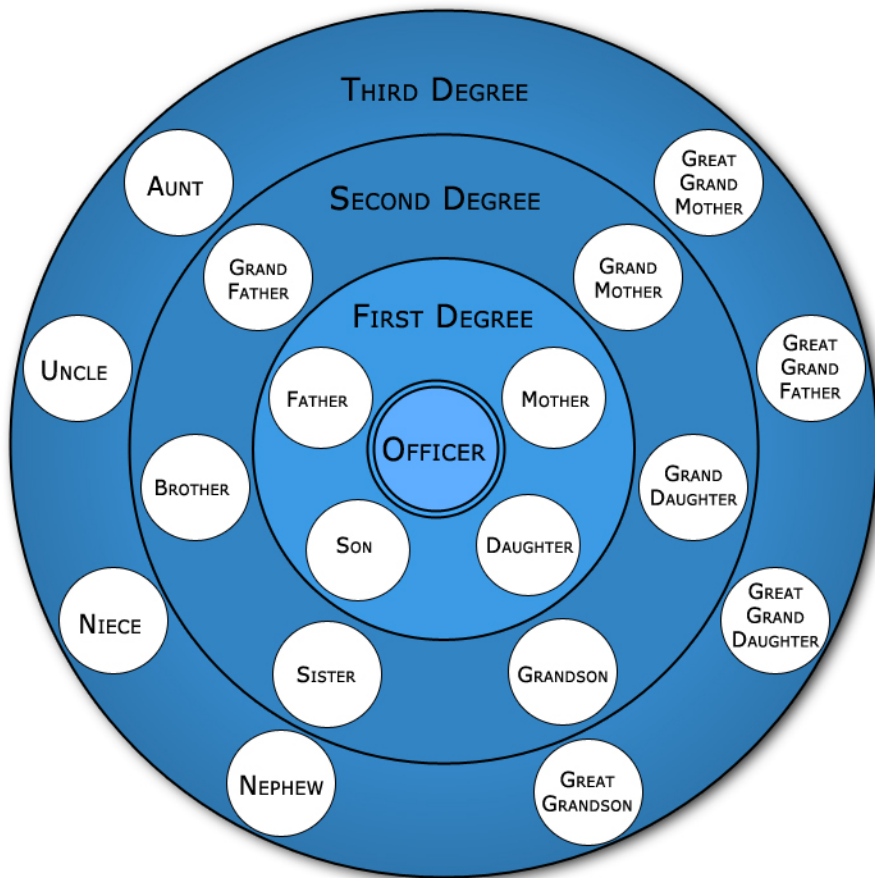
The chart below shows

- **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](mailto:Elisa.Cisneros2@co.cameron.tx.us) Cameron County Purchasing Dept. or Dylbia Jeffries 956-550-1340 [djefferies@co.cameron.tx.us](mailto:djefferies@co.cameron.tx.us) at the Cameron County Civil Legal Division. Any price escalations are limited to those stated by the original contract terms. All contracts with a one (1) year renewal option 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.