



**CAMERON COUNTY
PURCHASING DEPARTMENT
INVITATION TO RFP**

RFP NUMBER # 1452

RFP TITLE: CONSULTING SERVICES: PRE-PLANNING FOR POST- HURRICANE RECOVERY OPERATIONS

DATE DUE: April 12, 2016

DUE NO LATER THAN 11:00 A.M.

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

Please return RFP ORIGINAL AND SEVEN (7) copies in sealed envelope. Be sure that return envelope shows the RFP Number, Description and is marked "SEALED RFP".

RETURN RFP TO:

or delivered to the office of Purchasing Dept., **County Courthouse (Dancy Bldg.)**
1100 E. Monroe St, 3rd Floor, Room 345, Brownsville, Texas 78520

For additional INFORMATION or to request ADDENDUM contact: Mike Forbes or Beverly Findley at (956) 544-0871, E-mail: mforbes@co.cameron.tx.us or purchasing@co.cameron.tx.us or [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)

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

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Telephone No. _____ Fax No. _____ e-mail _____

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

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

Print Name: _____ Signature: _____

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

If yes what City: _____

Your signature attests to your offer to provide the services described in this RFP. When an award letter is issued, the offeror and Cameron County representatives will attempt to reach a contractual agreement. Any contractual agreement is not valid until the contract approved by Commissioners Court and Purchase Order is issued.

CHECK LIST

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

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

Attachments

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

Other - Final Reminders To double check before submitting RFP

- Is your RFP sealed with RFP #, title, Proposer's Name, & return address, on outside?
- Did you complete, sign and submit page 1?
- Did you provide the number of copies as required on the cover page?
- Did you visit our website for any addendums?
[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 please let us know why e-mail to: Purchasing@co.cameron.tx.us

INSTRUCTIONS FOR SUBMITTING RFP'S

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

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

[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 RFP in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Annual RFP award information can be accessed at:

[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 RFP is complete, and double check your RFP for accuracy.

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE:

For vendor or other person doing business with local governmental entity

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

By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

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

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

can be downloaded at the following web site:

<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 7th business day after the person becomes aware of facts that require this statement to be filed. Cameron County, Texas requires all persons or firms seeking to do business with the County to **provide the following information if the person becomes aware of facts that require this statement to be filed.** Every question must be answered. If the question is not applicable, answer with "N/A."

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

can be downloaded at the following web site:

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

TEXAS ETHICS COMMISSION FORM 1295

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

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

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

https://www.ethics.state.tx.us/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

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

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

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

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

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

PLEASE NOTE CAREFULLY

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

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

- 10 Partial RFP's will not be accepted unless awarded by complete category or line item. **To be awarded by total RFP.**
11. It is expected that the Proposer will meet all state and federal safety standards and laws in effect on the date of the RFP for the item(s) being specified, and the particular use for which they are meant.
12. It is the responsibility of the proposer to ask any and all questions the bidder or proposer feels to be pertinent to the RFP or proposal. Cameron County shall not be required to attempt to anticipate such questions for proposers. Cameron County will endeavor to respond promptly to all questions asked.

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

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

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

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

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

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

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

**REQUEST FOR PROPOSALS
RFP # 1452**

**PRE-PLANNING FOR
POST-HURRICANE RECOVERY OPERATIONS**

I. PROJECT CONCEPTS AND SCOPES

Cameron County requests proposals from consultants/consultant teams interested in providing professional services to prepare the necessary RFP documents and RFP phase services for Pre-Planning of Post-Hurricane Recovery Operations.

The concept for post-hurricane operations is for the County to have a number of pre-awarded contracts in place that will provide for overall management/administration of damage assessment, debris removal-segregation and disposal in support of recovery efforts. These specific hurricane response contracts will be activated immediately prior to landfall. The overall goal is to:

- expedite recovery;
- return County personnel to normal duties; and
- maximize reimbursements from federal/state disaster relief funds by thoroughly documenting all requests.

The scope of work to be incorporated into each contract to be developed is outlined in Exhibit A. It is expected that all contracts will be prepared in such a manner as to meet all federal and state emergency management program documentation requirements for reporting and/or reimbursement requests.

Due to the variety of expertise required, the County encourages multi-disciplinary teams to submit proposals. Required services will include coordination with the Public Works Dept. .

II. REQUEST FOR PROPOSALS (RFP) GENERAL PROVISIONS

- A. Proposals must be received in the Cameron County Purchasing Department, County Courthouse, Administrative Bldg., 3rd Floor, 1100 East Monroe Street, Brownsville, Texas 78520. No proposals will be accepted after deadline will be opened or considered.

No matter which method of delivery a consultant chooses (United States mail, courier, hand delivery, or other), it is the consultant's responsibility to ensure that the proposals are actually received and time stamped in the Purchasing Department, 3rd floor, County Courthouse by the deadline specified.

- B. Consultants should submit proposals in a sealed envelope marked: "Proposals for Pre-Planning for Post-Hurricane Recovery Operations". It should also note the RFP # 1452. Proposals submitted will become the County's property.
- C. Consultants must submit ORIGINAL and seven (7) copies of their proposals by the deadline.
- D. Proposals must be submitted with a transmittal letter which:
1. identifies the consultant;
 2. is signed by an individual, identified by name and title, who is authorized to bind the consultant to a contract;
 3. identifies the names, titles, telephone, and telecopier numbers of individuals who are available to be contacted by the County concerning the proposals and for additional information;
 4. acknowledges, by number, the receipt of all addenda to the RFP; and
 5. certifies that the consultant will comply with mandatory contract provisions specified in this RFP.

Consultants' Expected Contracts' Completion Schedule (copy attached as Response Form A)

- E. The County intends to sign a professional services contract **for a DURATION of 5 YEARS** with the consultant deemed to be the most highly qualified provider of the required services, based on demonstrated competence and qualifications. The County will negotiate a contract for services at a fair and reasonable price. Consultant fee information is **not** desired and should **not** be submitted with the proposals.
- F. The County will appoint a committee to evaluate responses to this RFP. This committee may select finalists and conduct consultant interviews.
- G. The County may conduct post-proposal discussions with any consultant determined to be reasonably qualified for selection on any project. "Post-proposal discussions" may include requests for additional information and interviews.
- H. The Evaluation Committee will report to the Commissioners Court on the selection process, identify the top two or three applicants and request authorization to negotiate a contract with the consultant deemed by the selection committee to be the most highly qualified provider of the required services. Once the County EOC Department is authorized to negotiate a contract, and if those negotiations are successfully concluded, and the contract is signed by the consultant, it will be submitted to the Commissioners Court with a recommendation to award the contract.
- I. A schedule for award of a contract is attached as Exhibit B.
- J. The County reserves the right to:
1. waive any defect, irregularity, or informality in RFP procedures or in any response to the RFP;
 2. reject any or all submittals;
 3. cancel the RFP at any time;
 4. re-issue the RFP; and
 5. extend the proposal submission deadline.
- K. Technical/specific, statistical questions concerning this RFP **will be in writing only** and addressed to:

Tom Hushen or Charles Hoskins
Cameron County Emergency Management Dept.
1100 East Monroe St,
Brownsville, Tx. 78520
(956) 547-7000
e-mail: charles.hoskins@co.cameron.tx.us

Written questions may be submitted by **FAX to (956) 547-7006**. All questions must be received no later than **March 31, 2016**.

- L. Notwithstanding this deadline, questions must be submitted with sufficient time allowed for a reply to reach consultants before the proposal submission deadline. Any information given to one consultant will be furnished to all prospective proposers as an addendum to this RFP if the County determines, in its sole discretion, that such information is necessary for consultants to submit proposals or that the lack of such information would be unfairly prejudicial to uninformed consultants.
- M. In accordance with Section 252:049 of the Texas Local Government Code, proposals will be opened in a manner that avoids disclosure of the contents to competing offerors⁷ and keeps the proposals confidential during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for public inspection. **It is specifically provided, however, that each consultant will identify any information contained in its proposal which it asserts is either a trade secret or confidential information. This material will be identified conspicuously by marking each page containing this information. In the event such material is not conspicuously identified, then by submitting its proposals, a consultant agrees that such material will be considered public information.**

MANDATORY CONTRACT PROVISIONS

By submitting a response to this RFP, each consultant agrees to the Mandatory Contract Provisions attached as Exhibit C.

III. EVALUATION AND SELECTION CRITERIA

Evaluation of proposals will be conducted in **four (4) stages**. In the first stage, the County will verify that the consultant has certified that it will comply with the mandatory contract provisions (Exhibit C) specified in this RFP. (Mandatory Requirements in Exhibit D, Section 5)

From those remaining after the first stage, the County will review the written RFP responses to determine the most highly qualified providers based on demonstrated competence and qualifications. This second stage will involve evaluating the responses according to the following criteria which are listed in order of relative importance:

50% A. Experience. Consultant experience during the last five years performing work similar to that required by this project. The consultant should identify not only similar projects for which it has been responsible, but also the qualifications of its individual staff members who have worked on those projects and who will also be working on each project.

Sub-consultants. If the consultant intends to use sub-consultants to assist in the work, the project responsibilities of each firm and their credentials should be discussed. For each sub-consultants, the consultant should identify similar work performed, as well as the qualifications of those individual staff members who have performed that work and who will also be working on the project.

References. Each response should provide the County with consultant and sub-consultants' references which the County may contact to discuss performance on other similar work. These references should specify: Project name; description of work; contract value of work performed; name, address, and telephone number of project owner/representative who oversaw project performance; and dates (month/year) contract was issued and actually completed.

35% B. Capabilities. Consultant and sub-consultants' capacity to perform the work on schedule in relation to their over workload. Each response to the RFP should also describe the availability, number, and job descriptions of individuals who will work on each project.

15% C. Other Projects. Consultant and sub-consultants' performance on current or past City/County projects, as well as projects for other clients. The RFP response will list all current consultant and sub-consultants' contracts with the County, as well as the completion status of each contract.

Other completed consultant and sub-consultants' contracts should be listed in the same manner. The proposals need list no more than five past County contracts for each consultant and sub-consultants. Each past County contract should be identified by project name, contract date, and actual work completion date.

Based on this second stage evaluation of the written responses to the RFP, the County will select the highest-rated consultants for further consideration during interviews. These interviews will be the **third stage** of the selection process. A consultant will be notified the time and place for each interview.

In the third (interview) stage of the process, the consultant will be evaluated according to the following criteria, each of which is listed in order of relative importance:

50% A. Presentation. Consultant's presentation during the interview, including an explanation of its approach to completing the project.

50% B. RFP Response. Consultant's score from the second (Evaluation Criteria A-C) stage will be weighted, carried forward and considered as part of the overall evaluation.

In the **fourth stage** and for each project, the County will attempt to negotiate a contract for services with the most highly qualified provider as determined during Stages 1 – 3.

Exhibits:

- A. Project Concepts and Scopes – Contracts
- B. Proposed Project Schedule
- C. Mandatory Contract Provisions
- D. Response Format

EXHIBIT "A"

CONTRACTS TO BE PREPARED BY CONSULTANT

1. Consultant Services' Contract: Contract is envisioned to be performed in two phases:

Phase 1: The pre-planning and development of the contracts described in Paragraphs 2 through 7 below in conjunction with County staff and various agencies.

Phase 2: Caameron County would negotiate for professional services to provide for the overall management and administration of post-hurricane operations' contracts described in Paragraphs 2 through 7 below and will be activated within 24 to 48 hours prior to expected landfall and per the County Judge's activation. The contractor will be the focal point for the gathering, manipulation and processing of all information/costs, etc. related to the contracts specified above. The contractor will be selected through the RFP process.
2. Temporary Debris Storage and Reduction Sites (TDSRS): Consultant will prepare debris volume calculation estimates, assist in site evaluation/selection/regulatory compliance requirements, acquisition and emergency permitting of several TDSRS. Sites must be activated and ready for operation within 48 hours after landfall.
3. Damage Assessment Contracts: These contracts need to be in place and ready for activation when Condition 2 is set. Consultant teams would be augmented by County personnel through the federal review of the damage assessment. This appears to be the **MOST CRITICAL** step in maximizing reimbursements since it establishes the "cap" within 48 – 72 hours after the event. Detailed documentation and supportable cost estimates are critical. Assessment teams should be pre-trained to provide necessary cost estimates for:
 - debris segregation/removal/processing and disposal;
 - restoration of streets, utilities, County facilities, beach, drainage systems, etc.
4. 0 – 100 Hour Right-of-Way Clearing Contracts: These contracts will be prepared and awarded prior to an event and are for specified zones, paid on a time/material unit price basis, with the contractors guaranteeing a specified level of effort. The purpose is to clear rights-of-way for vehicular access within the first 100 hours by moving debris to the side with only a minimum of debris removed to offsite locations.
5. 100 Hour Plus Debris Removal Contracts: These contracts will be prepared by zones, complete with everything but the actual quantity estimates. Upon receipt of the actual damage assessment, quantity estimates by zone will be incorporated into these pre-developed documents, then competitively RFP and awarded as soon as possible to establish unit prices paid on the basis of cubic yards or tonnage of debris removed to TDSR sites.
6. Temporary Debris Storage and Reduction Sites (TDSRS) Management/Operations' Contract: These contracts procure the services of a large construction and/or waste disposal contractor to set up and operate all TDSR sites. The contracts establish stringent pre-qualifications, i.e. financial capacity and experience, with pricing being secondary. The contractors are selected through an RFQ process, and the final contract is negotiated. The contractor is paid for the pre-mobilization planning work, i.e. site layout, environmental planning, pre-identification of sub-contractor/equipment (grinders, incinerators, etc.). Once activated, all debris moved to the TDSRSs become the contractor's property for segregation, processing and disposal in an environmentally acceptable manner. The contractor retains any profits from recycling.
7. Hazardous Materials' Collection/Disposal Contract: This contract is pre-RFP and provides for curbside pickup and proper disposal of all household, hazardous materials immediately following the storm; specifically, three (3) pickups during the first thirty (30) days. **NOTE**: It is tentatively planned for the consultant to modify the County's current contract to incorporate Hurricane Hazardous Material pickup/recovery/disposal requirements.

EXHIBIT "B"

RFP # 1452

TENTATIVE – PROJECT SCHEDULE

March 8, 2016	Court approval of RFP draft and advertise date
March 14, 2016	Issue RFP
March 31, 2016	Questions Deadline
April 12, 2016	Receive proposals
April 21, 2016	Complete "short list" and schedule interviews
April 28, 2016	Conduct interviews; make selection
April 29, 2016	Receive fee proposal
May 4, 2016	Negotiate contract
May 10, 2016	Commissioners Court approval; contract award

EXHIBIT "C"

III. MANDATORY CONTRACT PROVISIONS

A. Standards and Codes

The consultant's work will be performed in accordance with the most current applicable codes and standards of the following organizations as of the date the final report is submitted to the County:

1. Federal Emergency Management Agency (FEMA);
2. Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act);
3. Texas Department of Public Safety – Division of Emergency Management (TxDEM); and
4. Occupational Safety and Health Act of 1970, as amended (OSHA).

B. Safety Requirements

All consultants and sub-contractor personnel must have documented, current Hazcom training (Minimum Awareness Level as specified in 29 C.F.R. 1910.120) for pertinent, related remediation.

If consultant or its sub-contractors are observed engaging in any unsafe activities or unsanitary practices, the individual will be immediately removed from the job site. Depending on the nature and severity of the offense, the individual may be allowed to return to work after receiving safety training satisfactory to the County.

C. Insurance Requirements

The consultant will not begin work under the contract until it has obtained all required insurance and provided the County with the related certificates and endorsements. For the duration of the project, the consultant will provide the insurance listed below and document required coverages with certificates of insurance:

1. commercial liability including the following coverages:
 - a. broad form property damage;
 - b. premises-operations;
 - c. explosion, collapse, and underground hazard;
 - d. product/completed operations' hazard; and
 - e. independent contractors.

A letter accompanying the certificate of insurance and signed by an authorized representative of the insurer will state that the commercial liability insurance includes the 5 coverages. Minimum coverage amounts will be:

Bodily injury and consequent death	\$ 500,000 per person
Bodily injury and consequent death	\$1,000,000 per occurrence
Property damage	\$1,000,000 per occurrence

2. Automobile liability coverage for all owned, non-owned, or rented vehicles. Minimum coverage amounts will be:

Bodily injury and consequent death	\$ 500,000 per person
Bodily injury and consequent death	\$1,000,000 per occurrence
Property damage	\$ 500,000 per occurrence

3. Employer's liability insurance with a minimum coverage limit of \$100,000 per person.
4. Excess liability insurance coverage (for commercial, automobile, and employer's liability insurance with a minimum coverage limit of \$1,000,000).

5. Workers' Compensation Insurance

The consultant will provide workers' compensation insurance for all its employees who will perform any project work. This coverage will be provided through a company authorized to do business in Texas or through self-insurance obtained in accordance with Texas law.

Coverage will be documented in a certificate of insurance, or, if the consultant provides self-insurance, then it will provide to the County a copy of its certificate of authority to self-insure its workers' compensation coverage liability. The consultant will also provide a letter stating that the certificate of authority remains in effect and is not the subject of any revocation proceeding pending before the Texas Workers' Compensation Commission.

Except for workers' compensation insurance, for each insurance coverage required under the contract, the consultant will obtain an endorsement to the applicable insurance policy, signed by an authorized representative of the insurer, stating that in the event of cancellation or material change that reduces or restricts the insurance afforded, the insurer agrees to mail 30-days' prior written notice of cancellation or material change to the County at:

Cameron County Emergency Management Dept.
Tom Hushen or Charles Hoskins
Emergency Management Coordinator
e-mail: charles.hoskins@co.cameron.tx.us
1100 East Monroe St,
Brownsville, Tx. 78520
(956) 547-7000

For workers; compensation insurance, 10 days notice of cancellation or material change will be sufficient.

The consultant will also provide an additional insured endorsement for each insurance policy except workers' compensation insurance. Each will name the County as additional insured.

D. Use of Sub-contractors

The consultant may use sub-contractors to complete work under this contract. No sub-contractor may provide services unless the County consents. Consent will not be withheld unreasonably.

The consultant will be responsible for completing all contract work, even if a sub-contractor has assumed responsibility to complete certain work. Also, the consultant will be responsible for the acts and omissions of any sub-contractors.

Furthermore, the consultant agrees that any sub-contract for this project will include the same mandatory insurance requirements in favor of the County as are specified in the County's contract with the consultant. This is particularly emphasized for workers' compensation insurance coverage. Sub-contractor certificates of insurance and endorsements will be collected by the consultant and available for County review upon request.

EXHIBIT "D"

**RFP # 1452
RESPONSE FORMAT**

Consultants/consultant teams (consultant) interested in performing the professional services to prepare the necessary RFP documents and RFP phase services for Pre-Planning of Post-Hurricane Recovery Operations identified in Exhibit A are required to submit ORIGINAL and six (6) copies of the response to the RFP in the following format, utilizing numbered tabs for each of the sections.

Letter of Transmittal from Authorized Consultant Representative

Table of Contents

Section 1. Qualifications and Experience

- A. Executive Summary to include name, address, and telephone number of the firm submitting the RFP, a summary of the firm's interest this project, and the name of one or more individuals authorized to represent the consultant in its dealings on a contractual basis. The Executive Summary should also include a statement that indicates if current workload allows for project to be completed on an accelerated schedule. (2 pages)
- B. Names and qualifications of principals and individuals employed by the firm that will participate in this project and their individual responsibilities. (2 pages)
- C. Provide general information about the consultant. List consultant's experiences during the last five years performing work similar to that required by this project. Each response should provide the County with consultant and sub-consultant references which the County may contact to discuss performance on other similar work. These references should specify:

Item No.

- project name,
- description of work,
- total contract value of work performed,
- name, address, and telephone number of project owner/representative who oversaw project performance, and
- dates (month/year) contract was issued and actually completed.

Section 2. Capabilities.

Provide consultant and sub-consultant capacity to perform the work on schedule in relation to overall workload. For each individual who will work on the project, the response to the RFP should describe the following:

Name:

- availability,
- job description, and
- detailed resumé (with reference number for each).

Section 3. City/County Projects.

This section will include the consultant's and sub-consultant's performance on current and past County projects. The RFP response will list all current consultant and sub-consultant contracts with the County, as well as the completion status of each contract. The proposals need list no more than five past County contracts for each consultant and sub-consultant. Each current and past County contract should be identified by:

Item No.

- project name (with reference number for each),
- contract date,
- and actual work completion date.

Section 4. Approach to Projects.

A. Provide one page under this section (Section 4.1, 4.2 etc.) with the following information:

- Title: Project Title (as identified in Exhibit A),
- Approach: Synopsis of the consultant’s depth of knowledge of project’s scope and special requirements including proposed approach to the project work plan(s); communication plan(s), including method and frequency of County staff input and progress meetings to address project concerns; and other related issues,
- Team: The engineering and technical staff who will be working on each project (referenced to resume information provided in Section 2). Information about consultant’s team should include responsibility (project engineer, consultant, etc.) and designation of primary contact for County staff,
- Experience: Project name of similar assignments (cross-referenced to the more detailed information on similar project provided in Section 1).

B. Provide a narrative outline describing the methodology to be taken by the consultant firm discussing any concerns which must be addressed in a project of this nature. The methodology should be specific in firm’s ability to stay within budget, and what methods of cost containment are utilized. (3 – 4 pages)

Methodology should be specific in approach to:

1. cost containment,
2. review of design plans and providing Cameron County with continuous, updated project costs,
3. measuring performance against quality, time and cost during implementation phase of the project,
4. provide value analysis and recommend changes that will result in cost effective solutions,
5. prepare bidding phase,
6. coordination of start-up phase,
7. understanding of Guaranteed Maximum Price Services to comply with the State of Texas Local Government Code RFP Requirements and how liabilities, bonds, and insurance are relevant to the scenario in relation to County, contractors, and
8. what opportunities of economics of scale will be beneficial to Cameron County through coordination of separate projects and the parameters or restrictions involved in taking advantage of this benefit?

Section 5. Mandatory Requirements.

Acknowledge the Mandatory Requirements of this RFP, including the following:

- insurance requirements,
- safety requirements, and
- any addenda to this RFP

and certify that all mandatory requirements can and will be met.

Section 6. Response Forms Required.

- (a) completed (contractor’s milestones’ schedule)
- (b) completed (joint participation scenarios)
- (c) scope of service
- (d) bonds
- (e) disclosure statement
- (f) outstanding claims
- (g) current insurance
- (h) sample contract
- (i) non-collusion affidavit

EXHIBIT “E”

RFP # 1452

**Preplanning for Post-Hurricane/Disaster Recovery Operations for
Annual Scope of Work
BASIC SERVICES**

YEAR 1

1. Policy and planning meetings with Cameron County personnel including:
 - a. Project kickoff and scoping meeting with key staff
 - b. Program briefing for County staff
 - c. Program briefing for County elected officials
 - d. Program briefing for municipalities and other parties
2. Coordination with County staff with respect to planning in these areas:
 - a. Renew program management contract
 - b. Pre-positioned contract needs and related issues, including the types and scopes of services to be contracted for
 - c. Management support service needs
 - d. Contracting processes and procedures
 - e. Contractor monitoring activities
 - f. Emergency Operations Center organization and operations scheme
 - g. Contractor mobilization procedures
 - h. Contract Management Center and relation to County command and control structure
 - i. County communication and emergency operating procedures
 - j. Coordination of contractor activities with County and municipal operations/forces
 - k. Coordination of contractor operations with utility provider operations and other recovery activities
3. Review agency guidelines and regulatory issues that affect response, recovery, or reimbursement and could necessitate changes to the pre-positioned contracts:
 - a. FEMA Public Assistance Program guidelines to verify scope of recovery operations, type of assistance available, and damage assessment procedures
 - b. FEMA criteria and procedures for reimbursement of recovery costs and pertinent Federal and State procedures
 - c. TCEQ and USACE standards and air-curtain/trench burning technology for burning storm-generated debris
 - d. Potential Federal and State funding sources for pre-hurricane preparation programs
 - e. Potential Federal funding sources/programs for protective measures, and emergency repairs before, during and after a disaster

4. Coordination with agencies and other parties to obtain current information, policy information, etc., as necessary to meet program requirements and facilitate coordination of recovery operations:

- FEMA
- Texas Division of Emergency Management
- U.S. Army Corps of Engineers
- Texas General Land Office
- U.S. Coast Guard
- National Weather Service
- Ports and Navigation Districts
- AEP/CPL
- Water Districts
- others as identified

5. Review prior years' SOWs and response activities and revise the scopes of work and other elements of the pre-positioned contracts.
6. Prepare new draft pre-positioned contracts and implementation plans for:
 - a. Debris management (clearing, removal, reduction, disposal) and hazardous materials (HAZMAT) removal and disposal, TDSRS operations, final disposition options, etc.
 - b. Contractor monitoring services and management assistance
 - c. Damage Assessment Team services
 - d. Other contracts if such are identified during the program planning
7. Assist County with contracting processes including
 - development of RFPs and RFQs
 - issuance of RFPs and RFQs
 - dissemination of information on RFQ & RFP availability, including identifying potential responders to whom the RFQ/RFP should be sent directly
 - collection, review, and evaluation of responses
 - ranking of responses and identification of qualified contractors
 - any related actions necessary

Actions include, in general:

- a. Damage Assessment
 - Develop the RFQ and provide to County
 - Receive responses, review qualifications of engineers, architects and other professionals to provide services
 - Prepare a master contact and qualifications list
 - Provide contract basis information and draft contract materials to County
- b. Debris and Hazardous Material Removal, management, and Disposal
 - This will be a two-step process where:
 - (1) All contractors submit qualifications and bids in a single package; qualifications are reviewed and firms are ranked on the basis of qualifications
 - (2) The top ranked firms have their bids reviewed
 - (3) Recommended contractor will be that firm from the best-qualified group that offers the best combination of services and price
 - Attend pre-bid conference

- Assist in preparation of any addenda necessary to inform contractors of other revisions to the contract or bid documents identified prior to bidding. Addenda will be distributed by the County
 - Participate in bid opening and related activities
 - Assist County staff with evaluating contractor qualifications
 - Provide guidance and support for review team on scopes of work and program elements to be considered in reviewing qualifications
 - Analyze qualification submittals, and make recommendations concerning best qualified firms
 - Prepare bid tabulations, document the bid analysis activities, and make recommendations concerning award of contracts
 - Provide contract basis information and draft contract materials for County use
 - Assist in finalizing contractual arrangements
- c. Contractor Monitoring
- Document qualifications of firms for providing management oversight of debris/hazmat contractor activities, including all necessary documentation for contractor's operations and required recordkeeping, and general recovery operations management assistance for County staff
 - Analyze qualification submittals and make recommendations concerning best qualified firms
 - Provide contract basis information and draft contract materials for County use
 - Assist in finalizing contractual arrangements
8. Develop, print and disseminate a Damage Assessment Familiarization Guide that includes, as a minimum:
- a. Summary of damage assessment program issues
 - b. Guidance on damage assessment criteria and procedures
 - c. Categories of work under the FEMA Public Assistance Program
 - d. Review of debris management issues
 - e. Summary of documentation requirements
 - f. Safety guidance and a Job Site safety Plan
9. Coordinate and assist in conducting an initial DAT Training Session (Note: ALL costs necessary to carry out these activities are included in the lump sum fee and are not subject to additional funding or reimbursement by the County)
- a. Coordinate a one-day Damage Assessment Team (DAT) training session for County and local personnel and DAT contractors with TDEM and/or other third party instructors.
 - b. Develop a draft agenda and coordinate with County and other parties
 - c. Make arrangements for training site and related activities (participant access, parking availability, etc.), necessary services, refreshments, etc.
 - d. Make arrangements for presenters
 - e. Provide all necessary materials including handouts and training guides for the session
 - f. Conduct an evaluation of the training session and recommend possible improvements/modifications for additional or future training.
 - g. Submit a letter form report of the DAT training session evaluation to the County.

10. Coordinate an initial County–Contractor workshop to review contract issues, scopes of work, activation processes, and other actions necessary to facilitate prompt and efficient activation of the contracts when necessary, including these topics: contract scopes, Contract Management Center activities, operational procedures, communications, County needs and expectations, and other issues identified by participants.
11. Prepare a Contract Activation Guide to include consultant/contractor notification information and schedule of activation activities. Include at a minimum:
 - a. Contact information for all contractors and DAT forces
 - b. Contract activation timeline and necessary activities
 - b. General criteria for damage assessment
12. Hurricane Approach Preparations: Should the County be threatened by the predicted approach or landfall of a hurricane and the County Judge or his representative so directs, the Engineer will take these additional actions to initiate hurricane approach preparations.
 - a. Establish and verify communication points for the County’s Emergency Operations Center (EOC)
 - b. Notify, alert and give detailed awareness, mobilization, and communication instructions to DATs
 - c. Notify contractors to mobilize and have their advance on-site representatives prepare to report
 - d. Serve as general liaison between County and contractors
 - e. Identify alternate contact points, muster locations, communications managers, etc., to facilitate post-event coordination if primary facilities and managers are not available because of disaster impacts
13. Develop recommendations for integrating contractor operations into the County Emergency Operations Center (EOC) organization. and site layout based on readily available guidance and current NIMS/ICS organizational standards.
 - a. Develop general staffing and operations concept based on currently available guidance on EOCs and experience gained from observing operations at the EOC during preparations and response to Hurricane Dolly (2008) and Hurricane Alex (2010).
 - b. Include provisions for liaison with County staffs (ex: Health and Human Services; Public Works; Contractor Management Center) and other forces located outside the EOC.
12. Develop guidelines for establishing a Contractor Management Center (CMC) that integrates contractor field operations management with other recovery force activities outside the EOC and assist County in standing it up.
 - a. Provide recommendations for location, staffing, and general operations concept
 - b. Include provisions for management oversight of the Contractor’s operations by their Management Teams, the County’s third-party Contract Monitor, County contracting and accounting personnel, and Federal/State agency representatives.

13. Review County disaster preparedness and recovery plans for consistency with operations under the pre-positioned contract program.

- a. Identify areas where the plans are not consistent with the concepts of the pre-positioned contracts for debris and household hazardous materials (HHM) and other disaster-generated hazardous, toxic, and radiological waste (HTRW)
- b. Make recommendations for revisions to the plans facilitate user awareness of how the contractors fit into the County's preparedness and recovery activities and make the plans consistent with current programs and procedures.

B. YEARS 2 THROUGH 5

Beyond the first season, certain activities will be necessary each year to ensure that the pre-positioned contracts can be activated when the need arises and that County staff are prepared to oversee the Contractor operations. In general, the scope is similar to that of Year 1 without provisions for RFQ/RFP activities; however, if reissuance of a RFQ/RFP is necessary or rebidding of a contract is necessary, the work will be included in this scope with no additional fee.

All costs associated with these services and any directly related activities are included in the lump sum annual fees:

1. Annual Hurricane Season Implementation Review

- a. Review contract documents and procedures to assure compliance with current Federal Emergency Management Agency (FEMA) requirements
- b. Recommend any modifications to contracts, procedure, or forms to facilitate FEMA reimbursement of recovery operations
- c. Assist County in revising contracts where necessary
- d. Assist County in rebidding contracts if such becomes necessary due to contractor inability to carry out the original contract requirements
- e. Review Damage Assessment Team (DAT) availability, capabilities, and responsibilities
- f. Review Contractor availability, capabilities, and responsibilities
- g. Prepare for and help conduct a one-day Damage Assessment Team (DAT) training and Contractor familiarization workshop; coordinate contractor participation; update and reissue all related materials including the Damage Assessment Guide — scope of responsibility is same as in Year 1; however, in Years 2-5 the DAT and Contractor Workshops will be combined into a one-day event.
- h. Submit a letter report of the training session evaluation with a list of certified DATs to the County
- i. Recommend possible improvements and modifications to the DAT training course
- j. Participate in County preparedness exercises
- k. Review and evaluate the contract management center plan, operational procedures; communications with other elements of the exercise as it relates to contractors
- l. Recommend possible improvements and modifications to the contract management center plan, procedures, communications and other elements
- m. Submit a letter report summarizing observations and recommendations concerning the exercise and the contractors' participation

2. Hurricane Approach Preparations: Should the County be threatened by the predicted approach or landfall of a hurricane and the County Judge or his representative so directs, the Engineer will take only these actions to initiate hurricane approach preparations — with timeframe limited to period between H-96 and h-24:
 - a. Establish and verify communication points for the County’s Emergency Operations Center (EOC)
 - b. Make preliminary arrangements for Contractor Coordination Sites
 - c. Serve as general liaison between County and Contractors
 - d. Notify, alert and give instructions to DATs
 - e. Inform Debris/HAZMAT contractors of standby and mobilization orders and when/where to have their advance on-site representatives report
 - f. Monitor contractor status and provide follow-up reports to County
 - g. Provide general support to County staff with respect to specific tasks in the detailed SOW

Other services or activities and all services or activities later than H-24 will be subject to specific amendment of the contract.

Note that these fees are to be ALL INCLUSIVE, i.e. all costs associated with the program activities listed in the SOW summary as BASIC SERVICES should be included in the lump sum amounts listed. NO SEPARATE FEES TO BE INCURRED, ALLOWANCES, OR REIMBURSEMENTS for

- subcontractors participating in DAT training or other activities
- costs for putting on training workshops (including space fees, refreshments, travel expenses for presenters, conference materials, handouts, etc.)
- travel , meals, or lodging
- printing or publications
- preparations for hurricane landfall

RESPONSE FORM "A"

CONTRACTOR'S MILESTONES' SCHEDULE

The County's goal/objective is to have the contractor complete all contracts and have them in place (for use if necessary) by April 7, 2011.

Please identify below all milestones to be completed in order to accomplish these goals and give dates for completing each below:

RESPONSE FORM "B"

JOINT PARTICIPATION SCENARIOS

Please explain in detail your proposed strategy to address:

- A. Joint participation with County and selected Cities or unincorporated areas.
- B. Joint participation with County and all cities and unincorporated areas.
- C. Consultant contractual arrangements based upon scenarios above.
- D. Payment terms and options based upon scenarios above.
- E. Service contract arrangements with above scenarios.
- F. Payments of service contracts based upon above scenarios.

RESPONSE FORM "C"

SCOPE OF SERVICE

Explain in detail and list all services to be provided by your company to Cameron County in contract if no exceptions are made by County. (From award of consultant contract through final FEMA reimbursement and completion of storm documentations/reports). Identify who will be responsible for each area listed. Include methodology proposed to meet objectives of the project.

RESPONSE FORM "D"

BONDS

List all bonds that will be provided to Cameron County as part of this contract for consultant services (below):

RESPONSE FORM "E"

DISCLOSURE STATEMENT

A disclosure statement which shall disclose all potential conflicts of interest related to this project. The disclosure statement must be addressed specifically in your response, even if no conflict exists (1 page) (below):

RESPONSE FORM "F"

OUTSTANDING CLAIMS

Firm shall disclose any outstanding claims against the firm (1 page).

RESPONSE FORM "G"

CURRENT INSURANCE

Firm shall include a list of all current insurance applicable to this project (1 page).

RESPONSE FORM "H"

SAMPLE CONTRACT

Firm shall include a sample contract (absent of proposed fees) to demonstrate the contractual relationship between the County, contractors, architect, and the construction manager.

RFP Title _____

Proposer's Name _____

Attachment A

REFERENCES

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

THIS FORM MUST BE RETURNED WITH YOUR RFP.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

STATE OF TEXAS
COUNTY OF CAMERON

AFFIDAVIT

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

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

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

Name and Address of Proposer :

Telephone number _____ Fax number _____

Signature

Name: _____ Title: _____

SWORN TO AND SUBSCRIBE BEFORE ME THIS _____ day of _____ 20_____.

Notary Public in and for County _____ State _____

THIS FORM MUST BE RETURNED WITH YOUR RFP

RESIDENCE CERTIFICATION

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

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

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

I certify that _____ is a Resident
(Company Name)
Proposer of Texas as defined in Government Code §2252.001.

I certify that _____ is a Nonresident
(Company Name)
Proposer as defined in Government Code §2252.001 and our principal place of business is

(City and State)

Print Name: _____ Signature: _____

THIS FORM MUST BE RETURNED WITH YOUR RFP

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

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

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

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

Signature of person doing business with the governmental entity

Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

ORDER NO. 2007O2005

THE STATE OF TEXAS §
COUNTY OF CAMERON §

ORDER ADOPTING CONTRACTING RULES FOR PERSONS INDEBTED TO COUNTY

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

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

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

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

ADOPTED this 13 day of March, 2007.

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

Cameron County Acct #'s : Real Estate Personal Property

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

Signature of person doing business with the governmental entity

Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

Certification Regarding Debarment, Suspension Ineligibility

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

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

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

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

THIS FORM MUST BE RETURNED WITH YOUR RFP

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

OFFICE USE ONLY

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

Date Received

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

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

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

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

Yes No

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

4.

Signature of vendor doing business with the governmental entity

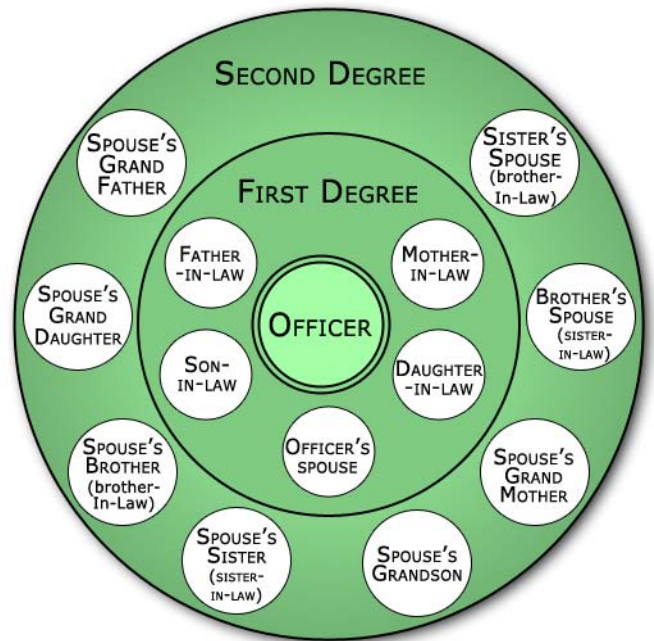
Date

NEPOTISM CHART

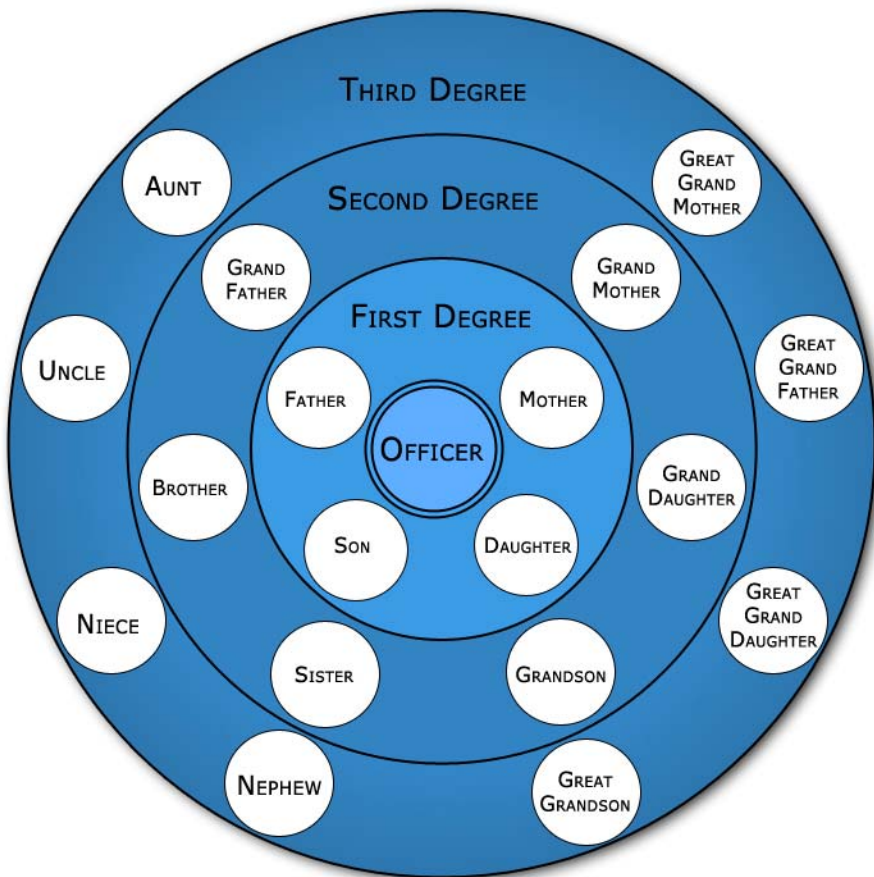
The chart below shows

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

AFFINITY KINSHIP Relationship by Marriage



CONSANGUINITY KINSHIP Relationship by Blood



DISCLOSURE OF INTERESTS

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 (Requests for proposals (RFP))

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

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

AWARD: Cameron County may hold RFP responses for a period of sixty (60) days. Cameron County reserves the right to reject any or all responses to RFPs. Cameron County reserves the right to award a contract, if any, based on the Proposer's response when compared to the EVALUATION CRITERIA (AS STATED IN THE RFP) and, in accordance with the laws of the State of Texas, reserves the right to waive any formality or irregularity, to make awards to more than one proposer. Commissioners Court reserves the right to determine the method and procedures for the final award of all RFPs at any time they may choose, regardless of the Point System used by the Evaluation Committee.

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

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

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

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

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

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

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

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

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

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

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

Grounds for protest

1. Errors were made in computing the score.
2. The County failed to follow procedures established in the RFP, the Purchasing policy on acquisitions or applicable state or federal laws or regulations.
3. Bias, discrimination or conflict of interest on the part of an evaluator. Protests not based on these criteria shall not be considered.

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

1. Information about the protesting Proposer; name of firm, mailing address, phone number and name of individual responsible for submission of the protest.
2. Information about the acquisition and the acquisition method.
3. Specific and complete statement of the County's action(s) being protested. 4. Specific reference to the grounds for the protest.
5. Description of the relief or corrective action requested.

6. For protests to the Protest Committee, a copy of the Purchasing Department's written decision on the protest.

Review Process:

1. Upon receipt of a Proposer's protest, the Purchasing Department shall postpone further steps in the acquisition process until the Proposer protest has been resolved.

2. The Department's internal protest review procedures consist of the following:

a) The Purchasing Department shall perform an objective review of the protest by individuals not involved in the acquisition protested. The review shall be based on the written protest material submitted by the Proposer.

b) A written decision will be delivered to the Proposer within five business days after receipt of the protest, unless more time is needed. The protesting Proposer shall be notified if additional time is necessary.

Final Determination:

The final determination shall:

1. Find the protest lacking in merit and uphold the agency's action; or

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

Protest Committee Review Process:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Proposers may not limit or exclude any implied warranties.

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

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

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

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

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

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

APPLICABLE LAW

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

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

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

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

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

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

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

good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void, except that County will pay Proposer the reasonable cost of Proposer's search as to infringement. The Proposer agrees to protect the County from claims involving infringement of patents or copyrights.

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

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

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

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

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

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

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

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

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

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

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