



**CAMERON COUNTY  
PURCHASING DEPARTMENT  
REQUEST FOR QUALIFICATIONS (RFQ)**

**RFQ NUMBER: 160103**

**RFQ TITLE: REQUEST FOR QUALIFICATIONS TO FURNISH CONSULTING SERVICES TO ASSIST THE CAMERON COUNTY HUMAN RESOURCES DEPARTMENT AND COMMISSIONERS COURT IN THE PREPARATION AND ADMINISTRATION OF REQUEST FOR PROPOSALS FOR THE EVALUATION OF AND RECOMMENDATIONS PERTAINING TO THE DESIGN, IMPLEMENTATION, AND ADMINISTRATION OF THE CAMERON COUNTY SELF-FUNDED EMPLOYEE HEALTH CARE PLAN (“THE PLAN”), INCLUDING RECOMMENDATIONS ON THE FUNDING, STOP LOSS, AGGREGATE STOP LOSS, PREFERRED PROVIDERS, THIRD PARTY ADMINISTRATION SERVICES, AND SELF-FUNDED WORKERS COMPENSATION PLAN, AS WELL AS THE COUNTY’S EMPLOYEE ASSISTANCE PROGRAM, CAFETERIA PLAN, VOLUNTARY DENTAL AND VISION INSURANCE PLANS AND ANCILLARY PRODUCTS/SERVICES.**

**DATE DUE: FEBRUARY 17, 2016**

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

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

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

**RETURN RFQ TO:**

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

For Additional information or to request addendum contact: Mike Forbes or Beverly Findley at (956) 544-0871, E-mail: [mforbes@co.cameron.tx.us](mailto:mforbes@co.cameron.tx.us) or [purchasing@co.cameron.tx.us](mailto:purchasing@co.cameron.tx.us)

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

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

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

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

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

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

**Is Respondent’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 RFQ). When an award letter is issued, the Respondent and Cameron County representatives will attempt to reach a contractual agreement. Any contractual agreement is not valid until the contract is approved by Commissioners Court and a Purchase Order is issued by the Purchasing Agent.

## CHECK LIST

Respondents 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 Respondent's responsibility to become familiar with all the Requirements and Specifications in this RFQ. Be sure you understand the following before you return your RFQ packet.

**Cover Sheet**

Your company name, address and your signature (**IN INK**) should appear on this page.

**Instructions to Respondents**

You should be familiar with all of the Instructions to Respondents.

**Special Requirements**

This section provides information you must know in order to make an offer properly.

**Specifications / Scope of Work**

This section contains the detailed description of the 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 your response to this RFQ:**

\_\_\_\_\_ Is your RFQ sealed with RFQ #, title, Respondent's Name, & return address, on outside?

\_\_\_\_\_ Did you complete, sign and submit page 1?

\_\_\_\_\_ Did you provide the number of copies as required on the cover page?

\_\_\_\_\_ Did you visit our website for any addendums?

[http://www.co.cameron.tx.us/administration/purchasing\\_department/bids\\_rfp\(q\)\\_and\\_addms\\_and\\_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php)

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

## INSTRUCTIONS FOR SUBMITTING RFQs

These General Instructions apply to all offers made to Cameron County, Texas (herein after referred to as "County") by all prospective vendors, (hereinafter referred to Respondents) in response to solicitations including, but not limited to Requests for Qualifications.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your RFQ with all appropriate supplements and/or samples. Prior to returning your sealed RFQ response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing web [at:](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php)

[http://www.co.cameron.tx.us/administration/purchasing\\_department/bids\\_rfp\(q\)\\_and\\_addms\\_and\\_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php)

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

[http://www.co.cameron.tx.us/administration/purchasing\\_department/bids\\_rfp\(q\)\\_and\\_addms\\_and\\_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php)

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

**GOVERNING FORMS:** In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Cameron County's interpretation shall govern. When applicable, if substitutions are to be used, they must be of equivalent value or service, and specified by the Respondent 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 Respondent as such. Any submittal not meeting the Minimum Requirements specified will be rejected.

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

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

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

## **CONFLICT OF INTEREST QUESTIONNAIRE:**

**For all persons and business entities doing business with Cameron County:**

**This questionnaire must be submitted with the response to this RFQ and filed in accordance with chapter 176 of the Local Government Code by a persons and business entities doing business with Cameron County. By law this questionnaire must be filed with the records administrator of the Cameron County Clerk's office not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.**

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

A vendor commits an offense if the vendor:

(1) is required to file a conflict of interest questionnaire under Section 176.006; and

(2) either:

(A) knowingly fails to file the required questionnaire with the appropriate records administrator not later than 5 p.m. on the seventh business day after the date on which the vendor becomes aware of the facts that require the filing of the questionnaire; or

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

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

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

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

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

## **DISCLOSURE OF INTERESTS:**

This questionnaire must be filed with the records administrator (County Clerk's Office) of the local government and no later than the 7<sup>th</sup> business day after the person becomes aware of facts that require this statement to be filed. Cameron County, Texas requires all persons or firms seeking to do business with the County to **provide the following information if the person becomes aware of facts that require this statement to be filed.**

Every question must be answered. If the question is not applicable, answer with "N/A."

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

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

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

RESPONDENTS SHALL SUBMIT RESPONSES TO THIS RFQ ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT , AND RETURN THE COMPLETED RFQ PACKET. In the event of inclement weather and County Offices are officially closed on a RFQ deadline day, RFQs will be received unit 2:00 p.m. of the next business day, for opening at upcoming Commissioner’s Court meeting.

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

RESPONDENTS MAY ATTEND PUBLICLY HELD COMMISSIONERS COURT MEETING FOR AWARD OF THIS SOLICITATION. All Respondents 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/judge/agenda.htm>

SUCCESSFUL RESPONDENT WILL BE NOTIFIED BY MAIL. All Respondents will receive written notification regarding the outcome of the RFQ process.

OPEN RECORDS ACCESS TO ALL INFORMATION SUBMITTED. All information included will be open to the public, to other respondents, and to media as per the Public Information Act and shall not be considered confidential in nature. If you deem any information as confidential, it should not be made part of your RFQ package.

PLEASE NOTE CAREFULLY

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

1. **ORIGINAL AND SEVEN ( 7 ) COPIES OF RFQs MUST BE SUBMITTED.** Each RFQ submittal shall be placed in a separate envelope completely and properly identified with the name and number of the RFQ. RFQ responses must be in the Purchasing Department BEFORE the hour and date specified.
2. RFQs responses **MUST** give full firm name and address of the Respondent. Failure to manually sign RFQ will disqualify it. The person signing RFQ should show TITLE or AUTHORITY TO BIND THE RESPONDENT.
3. RFQs **CANNOT** be altered or amended after deadline time. Any alterations made before deadline time must be initialed by RESPONDENT or RESPONDENT’S authorized agent. No RFQ submittal can be withdrawn after opening time without approval by the Commissioners Court based on an acceptable reason reduced to writing.
4. The County is exempt from State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE TAX IN YOUR RFQ SUBMITTAL.** Cameron County claims exemption from all sales and/or use taxes under Texas Tax Code Section 151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.
5. If RESPONDENT takes no exception to specifications or reference data, RESPONDENT will be required to provide details etc. as specified.
6. Written and verbal inquires pertaining to RFQs must give RFQ Number and Company.

6. NO substitutions or cancellations may be permitted without the written approval of the County's Purchasing Agent.
7. The County reserves the right to accept or reject all or any part of any RFQ submittal and waive minor technicalities. The County of Cameron reserves the right to award by total RFQ.
8. This is a RFQ inquiry only and implies no obligation on the part of Cameron County.
9. Partial or incomplete RFQ submittals will not be accepted. The County is seeking qualifications for the Respondent to write and administer a complete solution to the subject matter of this RFQ. All RFQ requests must be addressed in the Respondent's submittal.
10. It is expected that the RESPONDENT will meet all state and federal safety standards and laws in effect on the date of the
11. RFQ for the item(s) being specified, and the particular use for which they are meant.
12. It is the responsibility of the RESPONDENT to ask any and all questions the RESPONDENT feels to be pertinent to the RFQ or proposal. Cameron County shall not be required to attempt to anticipate such questions. Cameron County will endeavor to respond promptly to all questions asked.

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

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

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

CONFLICT OF INTEREST: No public official shall have an interest in this RFQ except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The Respondent shall not offer or accept any gifts or anything of value nor enter into any business agreement with any employee or agent of Cameron County.

ADDENDA: Any interpretations, corrections or changes to this RFQ will be made by addenda. Sole issuing authority of addenda shall be vested in Cameron County Purchasing Department. Addenda will be mailed to all whom are known to have received a copy of this RFQ. Respondents shall acknowledge receipt of all addenda in writing.

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

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

VENUE: Any agreement arising out of this RFQ will be governed by and construed in accordance with the laws of the State of Texas. The obligation and undertaking of each of the parties to this RFQ shall be performable in Cameron County, Texas.

## RFQ # 160103

**RFQ TITLE: REQUEST FOR QUALIFICATIONS TO FURNISH CONSULTING SERVICES TO ASSIST THE CAMERON COUNTY HUMAN RESOURCES DEPARTMENT AND COMMISSIONERS COURT IN THE PREPARATION AND ADMINISTRATION OF REQUEST FOR PROPOSALS FOR THE EVALUATION OF AND RECOMMENDATIONS PERTAINING TO THE DESIGN, IMPLEMENTATION, AND ADMINISTRATION OF THE CAMERON COUNTY SELF-FUNDED EMPLOYEE HEALTH CARE PLAN (“THE PLAN”), INCLUDING RECOMMENDATIONS ON THE FUNDING, STOP LOSS, AGGREGATE STOP LOSS, PREFERRED PROVIDERS, THIRD PARTY ADMINISTRATION SERVICES, AND SELF-FUNDED WORKERS COMPENSATION PLAN, AS WELL AS THE COUNTY’S EMPLOYEE ASSISTANCE PROGRAM, CAFETERIA PLAN, VOLUNTARY DENTAL AND VISION INSURANCE PLANS AND ANCILLARY PRODUCTS /SERVICES.**

### **SCOPE OF CONSULTANT SERVICES:**

Cameron County desires to enter into a contract with a qualified consultant to assist the Cameron County Human Resources Department and Commissioners’ Court in the preparation and administration of a request for proposals for the evaluation of and recommendations pertaining to the design, implementation, and administration of the Cameron County self-funded employee health care plan (“the plan”), including recommendations on the funding, stop loss, aggregate stop loss, preferred provider, third party administration services, and self-funded workers’ compensation plan, as well as the County’s voluntary employee assistance program, cafeteria plan, and voluntary dental and vision insurance plans and ancillary products/services.

The consultant selected will design the proposal for these services for consideration, evaluation and implementation of the Plan. The comparison and evaluation of proposals will be based on their benefits and/or services, medical service provider network and total projected costs and/or expenses.

- The consultant selected shall ensure that all proposers have equal access to all information distributed by the Consultant and all questions and answers arising in the RFP process in a timely manner (at least 3 days prior to RFP deadline). All non-confidential questions and answers will be sent by the Consultant to the Purchasing Dept. (at least 3 days prior to the RFP deadline) for upload to Cameron County’s Purchasing / Bids Web site for Proposers to review.
- The selected Consultant shall have a clear understanding of the County’s existing Health Plan in all of its aspects as well as its internal administration needs prior to developing the Request for Proposals, including a clear understanding of and provision for Cameron County’s annual enrollment processes and procedures and deadlines.
- The selected Consultant shall develop a scheduling plan that meets proposal preparation deadlines. All required data and reports must be completed prior to RFP release.
- The selected Consultant shall demonstrate a clear understanding of HIPPA laws especially as it relates to the protection of all protected health information and shall be responsible for the appropriate dissemination of necessary information to interested proposers. The Consultant shall assure that the RFP is HIPPA compliant in all respects and shall obtain HIPPA compliant protected health information security agreements from all proposers before necessary information is disseminated.
- Though the County seeks a complete solution to the subject matter of this RFQ, individual RFPs shall be prepared and administered for each of the following: Health Plan Administration, Benefits Plan Design and Funding for the Self- Funded Health Plan, Stop Loss, Aggregate Stop Loss, Preferred Providers, Third Party Administrations Services, Self-funded Workers Compensation Plan, and the County’s voluntary Employee Assistance Program, Cafeteria Plan, and Voluntary Dental, Vision Insurance Plans and Ancillary Products/Services.

- The selected Consultant shall designate one contact for coordinating discussions, clarifications, information exchange and related matters.
- The selected Consultant will organize, coordinate, and attend an RFP Pre-proposal conference.
- The selected Consultant will meet and discuss county RFP requirements with Human Resources, Civil Legal Division, Auditor, County Administration, and Purchasing prior to RFP development.
- The selected Consultant shall coordinate a Proposers interview phase once proposals have been opened. Evaluators shall participate in this process.
- The selected consultant shall make recommendations respecting the several aspects of the Plan based upon objective criteria for the consideration of the evaluation committee and Cameron County Commissioners Court.

**CONSULTANT MUST BE LICENSED AND CERTIFIED AS AN INSURANCE CONSULTANT IN THE STATE OF TEXAS. BROKERS WILL NOT BE CONSIDERED.**

**SUBMISSION CONTENTS, QUALIFICATION STATEMENT AND SCHEDULE:**

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

- A. Executive Summary to include name, address, and telephone number of the firm submitting the response to the RFQ, a summary of the firm's interest in this project, and the name of one or more individuals authorized to represent the consultant in its dealings on a contractual basis. (2 pages)
- B. Understanding of the project. (2 pages)
- C. Names and qualifications of principals and individuals employed by the firm that will participate in delivering these services and their individual responsibilities. Name of individuals responsible for this project and resumes of key members that will be assigned to Cameron County account project including professional work history, professional registrations, and professional affiliations. (1 page)
- D. Verifiable Statement of Qualifications experience with similar services for other entities and examples of services to include Name/Location, Owner Representative, Phone Number and level of involvement. State the classification of the firm (i.e., sole proprietorship, partnership, association, corporation, or any combination thereof); provide a history of the firm including all predecessor firms, if any, and establishment of the current firm. Specific areas of experience should include familiarity with consulting, evaluations, and administering a self-funded Employee Health Plan, Preferred Provider Discount Programs, Stop-Loss and Aggregate Stop-Loss Insurances project; participation in other projects of this magnitude and importance. TPA capabilities including online enrollments. Provide a complete list of current projects on which consulting, evaluations, and administering a self-funded Employee Health Plan, Preferred Provider Discount Programs, Stop-Loss and Aggregate Stop-Loss Insurances project services are being provided including the current status of the project. (2 pages)
- E. Listing of similar projects conducted by your firm. Listing shall include cities/ counties names, contact person(s) with address and phone numbers and date. (4 pages)
- F. Schedule – the development of the software and other human resource services shall start within 5 days of signed contract between the selected qualified firm and Cameron County.
- G. Independently audited financial statement for last business year.

**COUNTY COORDINATOR:**

The Cameron County Director of Administrative Services will coordinate all phases of the project.

**TERM:**

The term of the contract to be awarded will be for one (1) year with option to renew for one (1) year anniversary renewal. Not to exceed a maximum of four (4) renewals.

**RFO SUBMISSION CONTENTS:**

- (1) Description of firm – limit two (2) pages
- (2) Consultant credentials, education and licenses.
- (3) Understanding of the project – limit two (2) pages.
- (4) Listing of similar consulting projects, include at least three (3) governmental entities that have used your services.

Cameron County reserves the right to reject any or all responses to this RFQ. Responses may be held by Cameron County for a period not to exceed sixty (60) days from the date of the proposal opening for the purpose of reviewing the proposals and investigating the Respondents prior to the award.

**RFO EVALUATION PROCESS:**

Once qualification statements are reviewed, a short list will be compiled. Interviews may be conducted with Respondents determined to be most qualified. Additional information may be required at that time. Negotiations will begin with the Respondent determined to be most qualified for the project. Commissioners Court must make the final selection and approve the proposed contract, if any.

## **REQUEST FOR QUALIFICATIONS (RFQ)**

**RFQ TITLE: REQUEST FOR QUALIFICATIONS TO FURNISH CONSULTING SERVICES TO ASSIST THE CAMERON COUNTY HUMAN RESOURCES DEPARTMENT AND COMMISSIONERS COURT IN THE PREPARATION AND ADMINISTRATION OF REQUEST FOR PROPOSALS FOR THE EVALUATION OF AND RECOMMENDATIONS PERTAINING TO THE DESIGN, IMPLEMENTATION, AND ADMINISTRATION OF THE CAMERON COUNTY SELF-FUNDED EMPLOYEE HEALTH CARE PLAN (“THE PLAN”), INCLUDING RECOMMENDATIONS ON THE FUNDING, STOP LOSS, AGGREGATE STOP LOSS, PREFERRED PROVIDERS, THIRD PARTY ADMINISTRATION SERVICES, AND SELF-FUNDED WORKERS COMPENSATION PLAN, AS WELL AS THE COUNTY’S EMPLOYEE ASSISTANCE PROGRAM, CAFETERIA PLAN, VOLUNTARY DENTAL AND VISION INSURANCE PLANS AND ANCILLARY PRODUCTS/SERVICES.**

### **EVALUATION SCORING PROCESS**

#### **FACTOR/ POINTS**

##### **Scope of Work**

- (10) Quality of response to scope of project?
- (15) Plan and milestones for completion of project?

##### **Experience**

- (20) Experience in all areas of services requested?
- (10) Background (professional experience, certifications, etc.) of Respondent?
- (10) Experience with municipalities including local governments?

##### **Capacity to Perform**

- (15) History of comparable projects?
- (10) Proposed adequate staffing and resources to implement and manage project?

##### **Quality of Work**

- (10) Work references?

100                   **TOTAL POINTS**

**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 that specified in this RFQ. ***THIS FORM MUST BE RETURNED WITH YOUR RFQ RESPONSE.***

**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 RFQ information has been carefully checked and submitted as correct and final and if RFQ is accepted (within 60 days), agrees to furnish any and/or all items upon the conditions contained in the Contract to be entered into consistent with this RFQ.

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 response to the County’s RFQ submitted by \_\_\_\_\_ hereinafter called “Respondent” is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Respondent affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this response to the RFQ in collusion with any other Respondent. The Respondent is not a member of any trust, pool, or combination to control the price of products or services to be delivered under this RFQ, or to influence any person to respond or not respond to the RFQ thereon. I further affirm that the Respondent 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 subject RFQ. The contents of this response to RFQ as to; terms or conditions of said RFQ have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFQ.

Name and Address of Respondent :

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

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

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

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

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

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

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

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

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

**RESIDENCE CERTIFICATION**

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

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

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

I certify that \_\_\_\_\_ is a Resident  
(Company Name)  
Respondent of Texas as defined in Government Code Section 2252.001.

I certify that \_\_\_\_\_ is a Nonresident  
(Company Name)  
Respondent as defined in Government Code Section 2252.001 and our principal place of business is  
\_\_\_\_\_  
(City and State)

**CAMERON COUNTY EXPRESSLY REQUESTS THAT RESPONDENTS NOT DISCUSS THIS ENGAGEMENT OR THIS RESPONDENT'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER RESPONDENTS OR ANY MEMBER OF COMMISSIONERS' COURT, ANY COUNTY OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY COMMISSIONERS COURT. EXCLUDED ARE PRE-BID OR PRE-PROPOSAL OR PRE QUALIFICATIONS CONFERENCES, EVALUATION COMMITTEE SCHEDULED VENDOR PRESENTATIONS OR VENDOR INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS. YOU MAY CONTACT THE PURCHASING AGENT /PURCHASING DEPARTMENT AT ANY TIME. FROM RFQ OPENING DATE THROUGH COMMISSIONERS COURT MEETING FOR SELECTION, RESPONDENTS SHALL NOT APPROACH THE COUNTY JUDGE OR COMMISSIONERS TO DISCUSS MATTERS PERTAINING TO THIS RFQ.**

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

---

---

---

---

---

---

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

---

---

---

---

\_\_\_\_\_  
Signature of person submitting this RFQ

\_\_\_\_\_  
Date

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

ORDER NO. 2007O2005

THE STATE OF TEXAS       §  
  §  
COUNTY OF CAMERON       §

**ORDER ADOPTING CONTRACTING RULES  
FOR PERSONS INDEBTED TO COUNTY**

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

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_  
Signature of person submitting this RFQ

\_\_\_\_\_  
Date

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

**Certification Regarding Debarment, Suspension Ineligibility**

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

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

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

—

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

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

—

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

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

If the RESPONDENT is unable to certify to all of the statements in this Certification, such RESPONDENT should attach an explanation to this Request for Qualifications.

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

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor doing business with local governmental entity**

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

**OFFICE USE ONLY**

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

Date Received

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

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

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

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

(The law requires that you file an updated completed questionnaire with the appropriate 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 of director, or holds an ownership interest of one percent or more?

Yes

No

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

4.

**Signature of vendor doing business with the governmental entity**

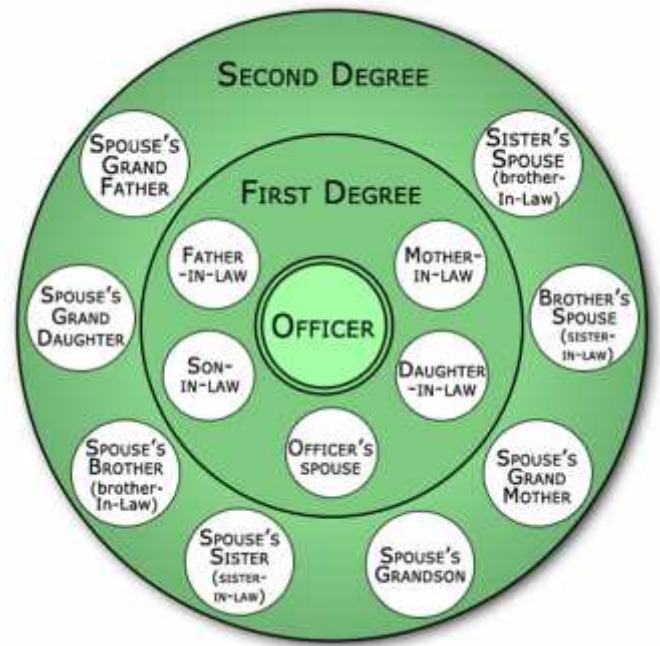
Date

**NEPOTISM CHART**

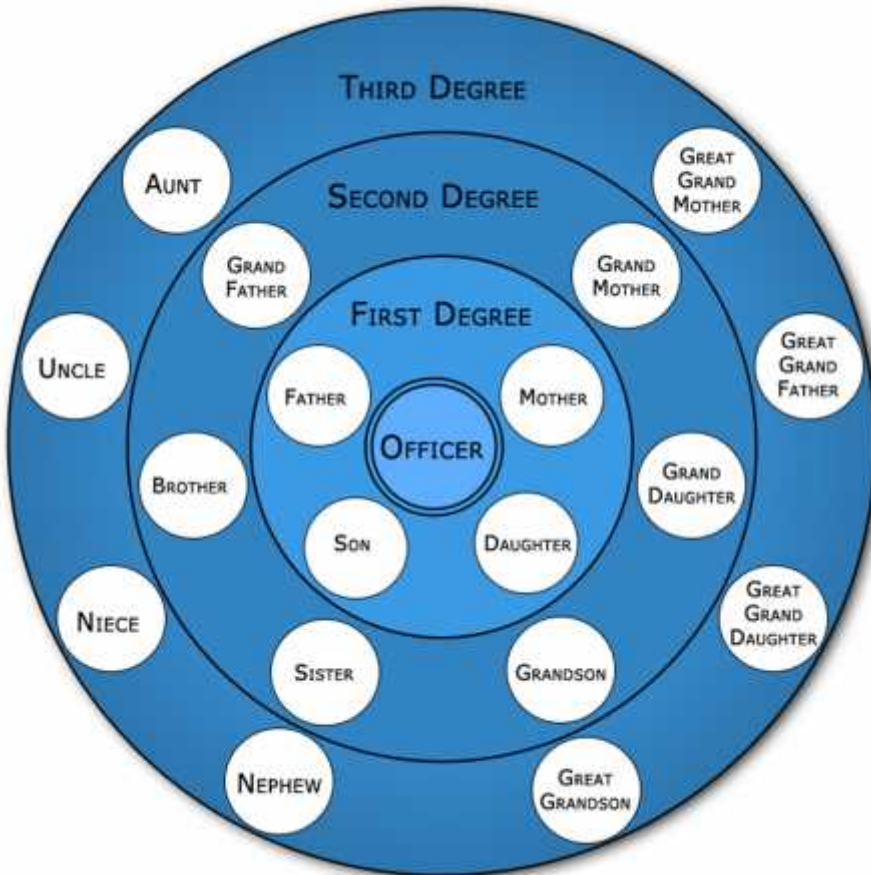
The chart below shows

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

**AFFINITY KINSHIP**  
Relationship by Marriage



**CONSANGUINITY KINSHIP**  
Relationship by Blood



**DISCLOSURE OF INTERESTS**

**MUST BE FILLED OUT AND SUBMITTED WITH THE RESPONSE TO RFQ  
IF DISCLOSING: RESPONDENT MUST ALSO FILE WITH THE COUNTY CLERK’S  
OFFICE.  
THE PURCHASING DEPT. WILL NOT BE FILING ON THE RESPONDENT’S BEHALF**

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

Date \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

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

**DISCLOSURE QUESTIONS**

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

- 1. State the names of each “employee, elected official, or member of Commissioners Court” of Cameron County having any substantial interest in the Respondent Business Entity **Local Govt. Code 171.002**

**DISCLOSURE OF INTERESTS (CONTINUED)**

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

Name	Title	Department

**CERTIFICATE**

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

Certifying Person: \_\_\_\_\_ Title: \_\_\_\_\_  
 (Type or Print)

Signature of Certifying Person: \_\_\_\_\_ Date: \_\_\_\_\_

## GENERAL TERMS & CONDITIONS (RFQ)

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

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

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

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

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

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

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

**CONTRACT RENEWALS:** Contract Renewals must receive Commissioners Court approval. For contract renewal status and information, please contact Elisa Cisneros at 956-982-5405 e-mail: [Elisa.Cisneros2@co.cameron.tx.us](mailto:Elisa.Cisneros2@co.cameron.tx.us) Cameron County Purchasing Dept. or Dylbia Jeffries 956-550-1340 [djefferies@co.cameron.tx.us](mailto:djefferies@co.cameron.tx.us) at the Cameron County Civil Legal Division. Any price escalations are limited to those stated by the original contract terms. All contracts with a one (1) year renewal option requires that the Respondent must notify Cameron County of any anticipated price increases in writing at least three months (90 calendar days) prior to the annual renewal award date unless otherwise specified within the specific provisions of the contract up for renewal. This allows the County sufficient time to find an alternative vendor if possible. Respondent fails to notify the County within time noted it shall be assumed that there will be no price increase for

the following year's award period if renewed. This procedure does not apply to any contract which allows for Open Market Price increases or Cost allowance increases.

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

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

**EVALUATION:** All responses will be evaluated in accordance with law and reviewed to assure they are in the best interest of Cameron County. Evaluations shall be based on criteria bearing on performance in the user environment. Any specific criteria section or sections identified elsewhere in this RFQ may be evaluated by one or more evaluators once the basis and details of this process have been approved by the Purchasing Officer and acknowledged by the Evaluation Committee. Detailed information pertaining to this selective evaluation process is available to respondents and the Commissioners Court upon request. Evaluation sheets and summary of all responses are subject to review by the Cameron County Purchasing Department and Evaluation Committee's recommendation to Cameron County Commissioners Court. Compliance with all RFQ requirements, delivery and needs of the using department are considerations in evaluating responses. The Cameron County Purchasing Department reserves the right to contact any Respondent, at any time, to clarify, verify or request information with regard to that Respondent's response. The Cameron County Purchasing Department further reserves the right to hold negotiation discussions with any responsible Respondent's response determined to be reasonably susceptible of being selected for award in accordance with law.

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

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

Protests are made:

1. To the Purchasing Department after the debriefing conference. Respondent protests shall be received, in writing, by the Purchasing Department within five (5) business days after the debriefing conference.

3. To the Protest Committee, only after the protest to the Purchasing Department was not satisfactorily resolved. Protests to the Protest Committee shall be made within five (5) business days after the Respondent has received notification from the County Purchasing Department of the decision.

Grounds for protest:

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

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

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

Review Process:

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

Final Determination - The final determination shall:

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

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

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

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

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

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

**SCANNED RE-TYPED RESPONSE - FLOPPY DISK:** If in its RFQ response, Respondent either electronically scans, re-types, or in some way reproduces the County's published RFQ package, then, in event of any conflict between the terms and provisions of the County's published RFQ specifications or any portion thereof, and the terms and provisions of the RFQ response made by Respondent, the County's RFQ specifications as

published shall control. Furthermore, if an alteration of any kind to the County's published RFQ specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to be used.

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

**USAGE REPORTS:** Cameron County reserves the right to request, and receive at no additional cost up to two (2) times during the contract period, a usage report detailing services furnished to date under a contract resulting from this RFQ. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by the Cameron County department using the services with a description of services rendered, the unit and total price.

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

#### APPLICABLE LAW

**ASSIGNMENT DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Respondent without the written permission of the County. Any attempted assignment or delegation by Respondent shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph. Any contract entered into pursuant to this request is not assignable, nor the duties thereunder, by either party, without the written consent of the other party, the Commissioners Court, and County Auditor.

**CONTRACT OBLIGATION:** Cameron County Commissioners Court must award any resulting contract and the County Judge or other person authorized by the Cameron County Commissioners Court must sign the contract before it becomes binding on Cameron County or the Respondent. Department heads are NOT authorized to sign agreements for Cameron

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

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

**FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this RFQ and any resulting contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other

industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely with the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

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

**INTERPRETATION PAROLE EVIDENCE:** Unless a separate contract or addendum hereof is prepared and entered into following the award of this RFQ to a successful respondent, this writing is intended by the parties as a final expression of the terms of this RFQ and the general terms of any resulting contract with the selected Respondent. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term. Acceptance or acquiescence in a course of performance rendered under this RFQ and any resulting contract shall not be relevant to determine meaning even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

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

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

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

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

**VENUE:** Both parties agree that venue for any litigation arising from this contract shall lie in Cameron County, Texas. These General Terms and Conditions shall be incorporated in the response to the RFQ and any resulting contract. The Respondent shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response. The Respondent shall state any exceptions desired to these terms and conditions and may suggest alternate wording that addresses the intent of the term or condition. The County may accept or reject any suggestions in accordance with law.