



**CAMERON COUNTY  
PURCHASING DEPARTMENT  
INVITATION TO RFP**

**RFP NUMBER # 171003**

**RFP TITLE: RESERVATION SOFTWARE SYSTEM – CAMERON COUNTY PARKS**

**DATE DUE: DECEMBER 1, 2017**

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

RFPs 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 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, 3<sup>rd</sup> Floor, Room 345, Brownsville, Texas 78520**

**CONTACT PERSON: Jaime Lopez at 956-761-3700**

Follow-up questions must be submitted by: **Thursday, November 16, 2017** (fax to 956-550-7219 Mike Forbes or e-mail)

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) 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**

Proposers are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately. It is the Proposer's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your RFP packet.

**Cover Sheet**

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

**Instructions to Proposers**

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

**Special Requirements**

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

**Specifications / Scope of Work**

This section contains the detailed description of the product/service sought by the County.

### **Attachments**

**Attachments A, B, C, D, E, F, G, H, I**

Be sure to complete these forms and return with packet.

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

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

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

PROPOSER SHALL SUBMIT RFP ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE RFP PACKET. In the event of inclement weather and County Offices are officially closed on a Proposal deadline day, RFP's will be received unit 2:00 p.m. of the next business day. Proposals will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3<sup>rd</sup> Floor – Room # 345 (as per Purchasing Dept. time clock.

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

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

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

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

[http://www.co.cameron.tx.us/commissioner\\_s\\_court\\_agenda/index.php](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 SUBMITTING YOUR REPONSE**

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. RFPs CANNOT be altered or amended after deadline time. Any alterations made before deadline time must be initiated by PROPOSER or PROPOSER'S 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. Any Catalog, brand name or manufacturer's reference used in a RFP invitation is descriptive-NOT restrictive-it is to indicate type and quality desired. RFP's on brand of like nature and quality will be considered. If RFP is based on other than reference specifications, proposal must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete descriptions should be made part of the RFP. If Proposer takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc. as specified.
6. Written and verbal inquiries pertaining to RFP's must give RFP Number and Company.
7. NO substitutions or cancellations permitted without written approval of Purchasing Agent.
8. The County reserves the right to accept or reject all or any part of any RFP, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total RFP. Prices should be itemized. County also reserves the right to award either with or without trade-in, if applicable. Cameron County retains the option to re-solicit at any time if in its best interest and is not automatically bound to renewal or re-solicitation. The County reserves the right to hold all RFPs for 60 days from the due date of receipt without actions. The County reserves the right to add additional County Departments (at a later time during this RFP award) as the need arises. The County also reserves the right to consider utilizing CO-OP Interlocal Agreements / pricing if determined to be more advantageous to the County.
9. This is a RFP inquiry only and implies no obligation on the part of Cameron County.
10. Partial RFP's will not be accepted. **All RFP requests must be addressed in the Offeror's submittal. To be awarded by total RFP.**
11. If PROPOSER takes no exception to specifications or reference data, he will be required to provide details etc. as specified.
12. 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.
16. It is the responsibility of the PROPOSER to ask any and all questions the PROPOSER feels to be pertinent to the RFP 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.

## SCORING (Evaluation and Selection Criteria)

### WEIGHTED QUANTITATIVE SCORING:

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

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

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

Evaluators score by category will be multiplied by the assigned weight for each criteria by vendor then totaled. Scoring for price will be a ratio and based on a pro rata factor of the best price submitted.

Ex: Vendor W - price \$100,000 = 4 points X assigned weight (ie: 25%) = 100 points  
Vendor X – price \$150,000 = 2.66 points X assigned weight (ie: 25%) = 66.6 points  
Vendor Y – price \$200,000 = 2 points X assigned weight (ie: 25%) = 50 points  
 $\$100,000 \div \$200,000 = .50 \times 4 = 2 \times 25 = 50$   
 $\$100,000 \div \$150,000 = .66 \times 4 = 2.666 \times 25 = 66$

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

Proposals will be opened so as to avoid disclosure of contents to competing vendors, and kept secret during the process of negotiation. However, all proposal shall be open for public inspection after award except for trade secrets and confidential information contained in the proposals and identified as such.

- a) Proposals will be evaluated and award made on the basis of the following factors and respective weights:

Criteria	Points
Qualifications/ Experience	30
Cost (upfront & ongoing)	30
System Capability, Integration, Testing & Ease of Operation	20
Installation, Training, Service, Security & Warranty	20
Total	100

- (a) Negotiations may be conducted with responsible vendors who submit proposals determined by the purchasing agent to be reasonably susceptible of being selected for

award. All vendors will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals.

- i. Any oral negotiations must be confirmed in writing prior to award.
- ii. Awarded may be made without negotiation of proposals with any vendor.

## **PROPOSAL EVALUATION**

Each proposal will be scored independently by the members of an evaluation committee. The comparison table included in the Appendix A of this document will be used in the evaluation of each proposal. Once all of the responses have been scored, the committee will compare scores and rank the proposals according to their value to the County. It will be at the committee's discretion to determine if interviews are needed to clarify and select the successful proposal. The County reserves the right to require the vendor to submit evidence of qualifications as it may deem necessary. This evidence may concern financial, technical or other qualifications. The value of the proposals will be rated in each of the categories listed below:

- System Capability: Evaluation based on meeting the requirements as set forth in the attached requirements.
- Vendor's Experience: Evaluation based on the vendor's previous successful implementation of similar integrated systems.
- Installation, integration, testing, training, service, and warranty: Evaluation based on the implementation plans, time line, user training plans, and required maintenance.
- Cost: Evaluation based on the overall software costs, services costs, and annual maintenance contract costs.

The County reserves the right to refuse any respondent who does not meet the requirements of this RFP or has had an agreement or contract canceled or threatened to be canceled due to failure to perform or for illegal activity.

## **OBJECTIVE**

Cameron County is releasing this Request for Proposal (RFP) for the benefit of the Cameron County Parks & Recreation Department to procure a real time, centralized Reservation System accessed through a web-based interface to manage all reservations, registrations, and various financial needs of the Department. The system will enable the public to make on-line reservations for Isla Blanca Park, Andy Bowie Park and Adolph Thoma Jr., County Park camping sites and pay using credit cards

The Cameron County Parks and Recreation Department desires a vendor who has outstanding products, proven experience, an accommodating implementation plan, the ability to train users, the ability to provide customer service, and who can demonstrate the financial stability and resources necessary to support the installed software.

Cameron County will be the sole judge as to which proposal best suits the County's requirements for this system. This request for proposals is intended to be part of a competitive process. Although cost is an important factor in this proposal, the County is not required to purchase software based solely upon the lowest bid.

## **R.V. PARK BACKGROUNDS**

*Adolph Thoma Jr., County Park* is located in Arroyo City and currently offers 35 R.V. sites and several open areas where guests can tent camp. Approximately 20 of the 35 sites are located on waterfront property and are categorized as Deluxe sites. The other 15 R.V. sites are away from the water which is categorized as Standard sites. All 35 sites offer full-hook up amenities (water, sewer & elect.). The park offers daily and monthly rentals of R.V. sites & tent camping sites, with limits on the number of occupants and vehicles per site. There are four (4) clerks, but only one (1) user on at a time for the system on site and three (3) with remote access to the system from the Main Parks office and the County Courthouse.

*Andy Bowie Park* is located on the north end of South Padre Island and consists of 18 R.V. sites. All of the existing R.V. sites currently offer the same amenities (water, sewer & elect.) and are categorized as Deluxe sites. The Park's Master Plan include future expansion of the R.V. sites for this park, therefore the system must be able to be easily upgraded/modified to accommodate any changes in the future to this or any of our parks. The park offers daily and monthly rentals of R.V. sites, with limits on the number of occupants and vehicles per site. A handful of Concessionaire Service accounts are also managed from this site. There are four (4) clerks, but only one (1) user on at a time for the system on site and three (3) with remote access to the system from the Main Parks office and the County Courthouse.

*Isla Blanca Park* is located on the south end of South Padre Island and is currently undergoing major renovations. When the project is completed the park will offer approximately 700 R.V. sites and over 107 tent camping sites. Sites will be categorized as **Premium, Deluxe or Standard**, depending on their proximity to the Gulf, site dimensions and amenities. The park offers daily and monthly rentals of R.V. sites & tent camping sites, with limits on the number of occupants and vehicles per site. The park also manages numerous Concessionaires Service accounts, which can periodically increase and/or decrease at times. There are four (4) clerks, but only three (3) users on at a time for the system on site and three (3) with remote access to the system from the Main Parks office and the County Courthouse.

Currently the County is using a software system known as Campground Master to manage the Reservation system for all three parks. Cameron County is looking for a user friendly, uncomplicated system to bring efficiency, accuracy and security to the handling of reservations, creation of camping fee charges and receipt of customer payments for fees. **The proposed solution must be comprised of a hybrid system, meaning both local and cloud based, capable of providing a real-time online reservation system in order to prevent double booking.** The system must be able to efficiently handle various types of data entry processing, flag delinquent accounts, billing, invoicing, keep track of concessionaire accounts and handle various types of reporting scenarios. The Park Department's Book Keeper, Park Mangers and County Auditors must be able to individually access the system with assigned administrative privileges that enables them to perform clerk audits, extract numerous types of accounting reports, and post bank deposits.

*Proposals shall include the following sections:*

1. **Technical response:** Provide a detailed technical description of the Vendor solution, including detailed information on software capabilities, and how it will effectively meet the requirements outlined in this RFP as applied to:
  - a. Isla Blanca Park
  - b. Andy Bowie Park
  - c. Adolph Thomae Jr., County Park
  
2. **Vendor experience and qualifications:** **Vendor must provide references (local if possible) from at least three (3) Software installations similar to the County's needs.** Provide an evaluation based upon the vendor's previous successful implementation of similar systems. Vendor is required to provide qualifications as well as experience information on key personnel. Vendor is requested to include at least three (3) references with names, addresses, email addresses and the date of when the Reservation Software began in use. References will be checked.
  
3. **Installation, testing training, activation, service, and warranty:**
  - a. Provide a written, detailed implementation plan describing how and when the software will be installed. Integration of applications and required interfaces, and a chronological time table for training, sequence of installation, data migrations.
  - b. Vendor will provide technical assistance during the installation and initial use of the Software and/or equipment including operational training for employees. Manuals, instructions and names of technical representatives available via telephone will be given to Park staff.
  - c. The vendor shall provide a copy of the proposed Agreement and related software license, written 365 day warranty, and an ongoing maintenance and management plan. The warranty shall warrant complete installation of the software to be free from defects in materials and workmanship for a period of not less than 365 days, commencing on client acceptance of the installation.
  - d. **The vendors will submit pricing and terms for remote help desk software support, including option for business hours support, non-business hours support and software warranty broken out separate for years 1 through 5.**
  
4. **Demonstrations:** **The County could potentially request the vendor to provide the Evaluation Committee with a demonstration of the Reservation Software. Such trial shall be at no expense to the County and shall be for purposes of evaluation only. Evaluations will be based on demonstrated quality, ease of operation, reliability, service response and suitability to established needs.**

5. **Cost:** Proposal shall include the full price for the system, including detailed pricing of labor rates and anticipated man-hours; per diem rates and quantity; travel rates and quantity; expenses; all software listed out; cost of services, etc. Prices shall include delivery, installation, integration, data migration, training, and acceptance testing. Prices shall be broken out for:
  - a. For each park (Isla Blanca Park, Andy Bowie Park and Adolph Thomae Jr., County Park)
  - b. Monthly costs of the solution
  - c. Setup fees
  - d. Recurring fees
  - e. Cost for support
  - f. Cost for training
  - g. Other costs associated with using the software
  - h. Merchant Service Fees
    - i. Setup fee
    - ii. Equipment cost or fees
    - iii. Per transaction cost
    - iv. Interchange/Discount Rate

*Proposals should include the following information:*

1. **Company overview:** Vendor is requested to define the overall structure of the Company to include the following:
  - a. A descriptive background of the company's history,
  - b. State principal location and any other service locations,
  - c. What is your primary line of business?
  - d. How long have you been providing Reservation software?
  - e. List the locations that are utilizing your Reservation Software.
  - f. Are you a single source provider, or will subcontractors be used?
2. **Pricing information:** Include the pricing for each add-in included in your proposal.
  - a. Isla Blanca Park management software (3 clients including 3 remote)
  - b. Andy Bowie Park management software (1 client including 3 remote)
  - c. Adolph Thomae Park management software (1 client including 3 remote)
  - d. Other required software
  - e. Additional clients for each system
  - f. Include pricing for an ongoing management plan, including location of service technicians, replacement equipment, and guaranteed response times.
  - g. Appendix B must be completed for pricing information.
  - h. Additional pricing not categorized in appendix B, will be attached to Appendix B as supplemental.
3. **Software installation:**
  - a. Vendor must state whether the software is proprietary or non-proprietary?
  - b. Describe any software installation support that is included at no additional cost to the County.
  - c. Describe additional vendor software installation support that can be purchased for additional cost.

4. **Maintenance / Backup / Security:**
  - a. Describe maintenance support that is included in the software pricing at no additional cost to the County.
  - b. Describe the cost of optional maintenance contracts that would be available for purchase.
  - c. Describe the costs of future upgrades to the proposed software.
  - d. Describe the cost of any annual renewals and what they cover.
  - e. Explain backup features and processes for the applications.
  - f. Explain security features for the system.
  
5. **Documentation:**
  - a. Describe the documentation provided by the vendor at no additional charge under the terms of this proposal.
  - b. Describe the costs for any additional documentation which may be required by the County.
  - c. Describe any costs associated with ongoing documentation maintenance.
  
6. **Implementation:**
  - a. Describe in detail the level of support and expiration date of support to be provided by vendor at no cost to the County through system implementation.
  - b. Describe vendor support available throughout the course of system implementation and schedule of rates and service.
  - c. Detail an installation schedule for each facility (Isla Blanca Park, Andy Bowie Park & Adolph Thomae Jr., County Park) based on your experience. Include all major tasks.
  - d. Describe conversion process if applicable, and a brief functional overview.
  - e. Describe the methodology for migrating all historical data from the current Campground Reservation system to the new system.
  
7. **Term of Contract:**
  - a. **The County will require a software/system maintenance contract for 3 years with an option to renew for 2 additional years.**
  - b. **Vendor must state terms, conditions and cost.**
  
8. **Training:** Vendor must include training services for all current and future staff.
  - a. Describe any training that is included at no additional cost to the County.
  - b. Describe available courses and the location of training facilities.
  - c. Describe any training services available for additional cost.
  
9. **Third Party Software:**
  - a. Describe any recommended or proposed software and associated costs.
  - b. If proposal includes integration with other applications, describe design of interfaces and indicate if an interface engine or other software is required.
  - c. Explain how software updates are distributed
  
10. **Other:** Describe any other costs not described above.

## PROJECT TIMELINE

The County intends to procure the software in accordance with the following schedule. The County reserves the right to modify any part of this schedule, as necessary. The County will entertain recommendations regarding its planned schedule for implementing the new system.

Major Project Milestones	Date
Release of RFP and Advertising	11/06/17
Final Cut-Off for Questions	11/16/17
RFP Deadline	12/01/17
Anticipated Evaluation of Vendor Proposals & Interviews Completed	12/15/17
Agenda to Commissioner's Court with Evaluation Committee Recommendation	01/09/18
Negotiation and Approval of Contract by Commissioner's Court	01/09/18
Installation training and Implementation of System	(30 to 60 Days)

## SCOPE OF SERVICES

The services the County is seeking through this RFP include the following:

1. Provide RV park management software with the capability of making real-time online reservations and any third party software necessary for the RV park functionality requirements.
2. Provide services by experienced staff and experts to develop and execute an implementation plan for the system, to include migrations of historical data to the new management/reservation system.

## BUSINESS REQUIREMENTS

Specific business requirements are outlined below.

### General

- The proposed solution must provide 256 bit encryption, or greater.
- The proposed solution must be a Hybrid, meaning it would be both local and cloud based. Ideally, data would be stored in a single database at the IT Department.
- Integration with other applications.
- Ability to query/search/sort on any field
- Compatibility with MS Office tools
- Ability to have multiple rate structures
- Ability to track transactions by County Employee ID
- The proposed solution must be capable of providing 99.9% uptime.

### RV Management/Reservation System

- An interactive graphical representation (Map) must be included in the software design, depicting an accurate representation of RV Park sites and facilities.
- The proposed solution must provide the County with a [no cost to County] real-time transaction processing solution.
- The proposed solution must be able to provide on-line receipts for all credit card and electronic check (if applicable) transactions.
- Provide a Browser based turn-key Credit Card / Internet Check payment processing Application Service Provider (ASP) solution.

- The proposed ASP solution must be fully hosted by the proposing vendor. This ASP solution must be inclusive of all software support cost.
- The proposed solution must provide daily “Live” Customer Call Service Desk support to the County staff and the client Credit Card users.
- The Credit Card processing provider must hold a current Level-1, Service Provider, PCI-DSS (Payment Card Industry – Data Security Standard) certification and have done so for an unbroken period of time that would number at least Five (5) consecutive previous years to this request.
- The proposed system must provide for payment processing through an in-person / counter modality as well as a public access through the web.
- Provide individual customized public websites that are specific to individual County departments or offices for the collection of specific service fees and data collection provided through the solution.
- Due to the recognized risks associated with eCommerce fraud, the proposing vendor must show proof that it has held a PCI-DSS (Payment Card Industry-Data Security Standard) certification (Level 1) for at least 5 continuous years of demonstrated experience.
- The proposed solution must provide for on-line Settlement reports for all transactions.
- The proposed solution must provide full download of all transactions by department, task, location etc. to be available in a file format acceptable to the County Departments.
- The proposing vendor must provide a means by which the County can affect an eCommerce transaction reversal or credit including any additional fees paid for the transaction.
- The proposing vendor must provide daily “live” eCommerce resolution assistance.
- Provide ability to update park information (e.g. pictures, etc.) to the internet interface.

#### **HARDWARE SPECIFICATIONS**

The County will provide and manage all server hardware, client hardware and network connectivity. Vendor software must be fully compatible with a Microsoft Windows environment on both the server and client side. Software must be compatible with off-the-shelf hardware.

(Vendor to provide minimum system requirements for both clients and servers.)

#### **PROPOSAL EVALUATION**

Each proposal will be scored independently by the members of an evaluation committee. The comparison table included in the Appendix A of this document will be used in the evaluation of each proposal. Once all of the responses have been scored, the committee will compare scores and rank the proposals according to their value to the County. It will be at the committee’s discretion to determine if interviews are needed to clarify and select the successful proposal. The County reserves the right to require the vendor to submit evidence of qualifications as it may deem necessary. This evidence may concern financial, technical or other qualifications. The value of the proposals will be rated in each of the categories listed below:

- System Capability: Evaluation based on meeting the requirements as set forth in the attached requirements.
- Vendor’s Experience: Evaluation based on the vendor’s previous successful implementation of similar integrated systems.
- Installation, integration, testing, training, service, and warranty: Evaluation based on the implementation plans, time line, user training plans, and required maintenance.
- Cost: Evaluation based on the overall software costs, services costs, and annual maintenance contract costs.

The County reserves the right to refuse any respondent who does not meet the requirements of this RFP or has had an agreement or contract canceled or threatened to be canceled due to failure to perform or for illegal activity.

**AMENDMENTS**

The County may amend, in whole or in part, any terms or provision of this RFP prior to the RFP closing time. Amendments will be in writing and will be provided to the recipients of the Request for Proposal

## APPENDIX A

### COMPARISSON TABLES

Please complete the following tables as part of your response: Indicate in the "Response" column whter or not your proposed application contains the evaluation criteria requirement. The responses should be in the following format:

- Enter "Y" if the item is included as part of the standard system package.
- Enter "N" if the item is not available.
- Enter "M" if the system requires modifications to meet this specification.
- Enter the appropriate comment where requested.
- Attach responses when requested.

Application	Evaluation Criteria	Response
<i>System</i>	Is the software solution a client/server application?	
	Please specify which version(s) of Windows on which your system will run:	
	Is the software proprietary?	
	Does the system allow for remote access users?	
	Does the software include password protected access?	
	Will each user have a unique user ID?	
	Can access be restricted by user ID?	
	How many concurrent users are allowed?	
	Is there a password policy for users? If so, what is it? (attach response)	
	Is file recovery after system failure automatic?	
	Does the database support real-time processes?	
	Does the software have an email interface in order to email reports directly from the software?	
	Please specify what state-of-the-art database is required for software operation.	Attach Response
	Please describe the data backup process for: <ul style="list-style-type: none"> <li>• Daily backups</li> <li>• Weekly backups</li> <li>• Monthly backups</li> <li>• Annual backups</li> </ul>	Attach Response
	Please describe the hardware requirements necessary to operate your system, including printers, data backup devices, hand held devices, and cash drawers.	Attach Response
	Can information be exported to other applications in the MS Office Suite?	
	How many years of data can be retained?	

	Can multiple users make changes to a single record simultaneously?	
	Can prior period data be accessed at all times?	
	Can rates be adjusted for weekends, holidays and peak-seasons and place a minimum number of days required to stay?	
	When using common computer, can user IDs be changed without logging out of the system?	
	Can Park Space Agreements be filled out online and attached to a customer account?	
	How many documents can be attached to a customer account?	
	Will RV/tent site history display a record of all customers that have been assigned to a particular site?	
	Is a graphical representation of the RV park facility sites layout supported?	
	Are there color coding options for site layout graphics?	
	Does the software support group emails: RV site location, type of RV, number of occupants, number of vehicles or other user defined fields?	
	Does the software support IPV6?	
	Are both 32-bit and 64-bit clients and servers operating systems supported?	
	Does the software have the ability to track reservations by site and search availability given specific parameters: dates, size, RV type, amenities needed, etc.?	
	Does the software have an API for integration with other software?	
	Does the software support repair tickets?	
	What integrations does the software currently support?	Attach Response
	Does the solution have an online reservation system?	
	Does the solution provide hosted services?	
	Does the solution provide credit card processing services?	
	Can someone make a reservation online through the reservation system?	
	Can someone view spaces available for reserving through the internet solution?	
	Can someone pay online by credit card or electronic check?	
	Does the solution provide a convenience fee to card holder to offset merchant services to the County?	
	Does the solution provide a lock on a space to prevent double booking?	
	Does the solution have access for administrator's maintenance for making a space Available, Unavailable or Reserved?	
	Is the vendor PCI-DSS compliant?	
	Can the service allow an interface into a preferred payment processor/gateway?	
	Does the service allow multiple parks for a single solution?	
	Does the solution require per user costs?	
	Does the solution require per user costs?	
	Local Vendor?	

<b><i>Installation &amp; Training</i></b>	Does the solution require any installation of software for use?	
	What are the minimum requirements for use of the solution?	
	Please describe your experience with migrating TMP data to your system and the extent of involvement that will be provided by your staff in preparing existing data for migration.	Attach Response
	Describe how the installation of software is accomplished at multiple sites.	Attach Response
	Describe the testing/verification accomplished by your staff before the system goes live.	Attach Response
	Are data conversion services available from our existing system: Campground Master	
	Describe the training provided to County Employee operators before the system goes live.	Attach Response
	Please describe the delivery and installation process for system updates.	Attach Response
	Describe the training options available to County staff operators after initial implementation.	Attach Response
<b><i>General Ledger/Chart of Accounts</i></b>	Can information be exported to other systems such as Excel or Access?	
	Can multiple periods be open at the same time?	
	Will the software allow posting to future periods?	
	Will the software allow posting to prior periods?	
	Does the software provide more than 4 characters in length for chart of account structure?	
	Can the chart of accounts be exported to, or imported from a spreadsheet?	
	Are G/L accounts numeric or alphanumeric?	
	Can G/L accounts be tagged as active or inactive?	
	Does software allow for deleting of G/L accounts with activity?	
	Can the software post to closed or inactive G/L accounts?	
	Are there unlimited numbers of characters in description field?	
	Can the software look up and report on G/L account balances for multiple fiscal years?	
	Can the software lookup G/L accounts in detail and summary?	
	Does the software allow for drilling down from the F/L account level to the source document level?	
	Can the software handle an unlimited number of G/L accounts or transaction codes?	
	Does the software have the ability to lock the previous year after year end closure to avoid inadvertent changes?	
	Does the software have the ability to lock the previous month after month end closure to avoid inadvertent changes?	

<b>Receipting</b>	Do menus have drill down capabilities for detail?	
	Does the software allow for the acceptance of online payments?	
	Does the software allow for PCI-compliant encryption of credit card information on a customer's account and the ability to charge the customer's saved credit card information for payment?	
	Does the software have the ability to initiate credit card payments automatically for selected authorization customer accounts and transmit the payment batch to the merchant services provider within PCI-compliance regulations?	
	Does the software support credit card masking so users only see last 4 credit card numbers?	
	Does the software provide integration to an electronic cash drawer system with receipt printing?	
	Does the software support ACH and ECHECK?	
	Does the software provide the ability to define payment mode and provide daily deposits, cash & check compositions?	
	Can the software print a cash receipt on demand?	
	Are receipts printed with automatic sequential numbering?	
	Does the software allow one or more transactions per receipt?	
	Can payments received across the counter be posted directly to the customer's account (real time)?	
<b>Accounts Receivable</b>	Does the software allow an unlimited number of customers?	
	Does the software allow an unlimited number of rates per service?	
	Does the software support unlimited customer history? Does the software provide ability to generate both invoices and statements (balance forward accounts)?	
	Are there an unlimited number of years of billing information?	
	Are account credit balances automatically applied to the following month's invoice?	
	Does the software provide the ability to automatically generate late charges on a flat fee or percentage basis?	
	Does the software allow for invoices to be recurring over multiple periods?	
	Does the software support lookups by customer number, customer name, invoice number, RV license, vehicle license, Driver's License, etc.?	
	Can a report be generated showing activity on a customer account by the user ID making each change?	
	Are all fields reportable?	
	Can a report be generated showing deleted transactions and the user IDs that accomplished the deletion?	
	Can reports be viewed online?	
	Can reports be directly emailed?	
	Can reports be exported to CSV and PDF files?	
	Is the system capable of printing to non-proprietary forms & labels?	
	Does the software have a maintenance work order component for creation and tracking of work orders?	

<b>Query/Search</b>	Can accounts be looked up by any account field, description or date range?	
	Can the user drill down from queries or screens from summary to transactional detail?	
	Can user perform keyword, wildcard, and multiple field queries on customer accounts?	
	Does the software have lookup tables for RVs, customers, RV sites, etc.?	
<b>Billing</b>	Are multi rate pricing structures supported?	
	Can rates be adjusted automatically?	
	Are customer invoices automatically sequentially numbered?	
	Does the software have the ability to allow for additional charges to be applied to individual accounts (example: additional occupants, additional vehicles, etc.)?	
	Does the software have the ability to email invoices/statements directly to customers?	
<b>Camping</b>	<p>Does the software have the following vehicle information fields available?</p> <ul style="list-style-type: none"> <li>• Name &amp; Address</li> <li>• Vehicle License</li> <li>• Vehicle Make/Model</li> <li>• Vehicle Description</li> <li>• RV Type</li> <li>• RV Length</li> <li>• Number of slide outs</li> <li>• Number of people/pets per reservation</li> <li>• Type of electrical service requests</li> </ul>	
<b>Support</b>	Is technical support available 24/7?	
	Is technical support available by telephone?	
	How much support is included in the annual service contract?	
	Is additional support over the contract limits available?	
	Does the software have complete on-line help function?	
	Do you provide software user documentation manuals?	

**APPENDIX B**

**COST SUMMARY PROPOSAL SHEET**

We hereby submit the following proposal for services required to implement software for the Cameron County Parks and Recreation Department. Proposals/Bids will be opened at the date and time listed under PROJECT TIMELINE.

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

ITEM	PURCHASE PRICE	ANNUAL SERVICE	DATA CONVERSION	INSTALLATION & TRAINING	TOTAL PRICE
<b>Isla Blanca Management Software</b>					
Other Required Software					
Travel Costs					
Any Other Costs (Provide detail on a separate sheet, if necessary)					
Applicable Sales Tax					
<b>SUBTOTAL</b>					
ITEM	PURCHASE PRICE	ANNUAL SERVICE	DATA CONVERSION	INSTALLATION & TRAINING	TOTAL PRICE
<b>Andy Bowie Management Software</b>					
Other Required Software					
Travel Costs					
Any Other Costs (Provide detail on a separate sheet, if necessary)					
Applicable Sales Tax					
<b>SUBTOTAL</b>					

**APPENDIX B - CONTINUED**

<b>ITEM</b>	<b>PURCHASE PRICE</b>	<b>ANNUAL SERVICE</b>	<b>DATA CONVERSION</b>	<b>INSTALLATION &amp; TRAINING</b>	<b>TOTAL PRICE</b>
Adolph Thomae Management Software					
Other Required Software					
Travel Costs					
Any Other Costs (Provide detail on a separate sheet, if necessary)					
Applicable Sales Tax					
SUBTOTAL					
GRAND TOTAL					

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 \_\_\_\_\_

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

**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?

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

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\_\_\_\_\_  
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.

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

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

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

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

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

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

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

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

**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

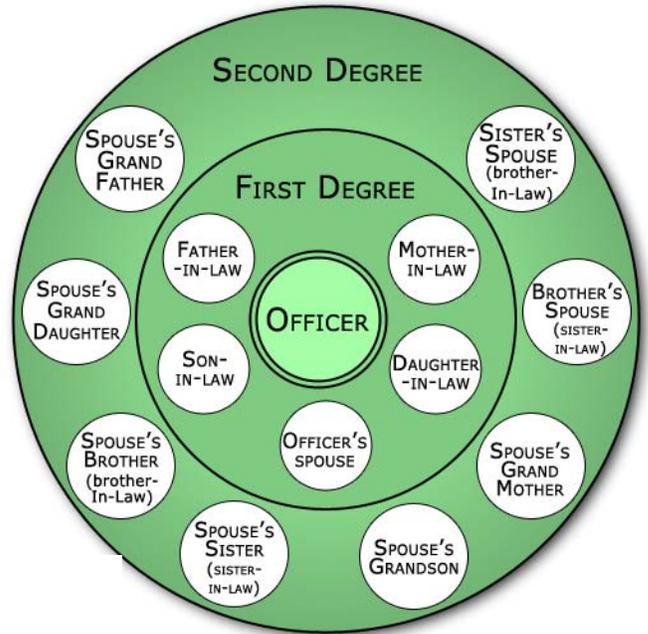
Date

## NEPOTISM CHART

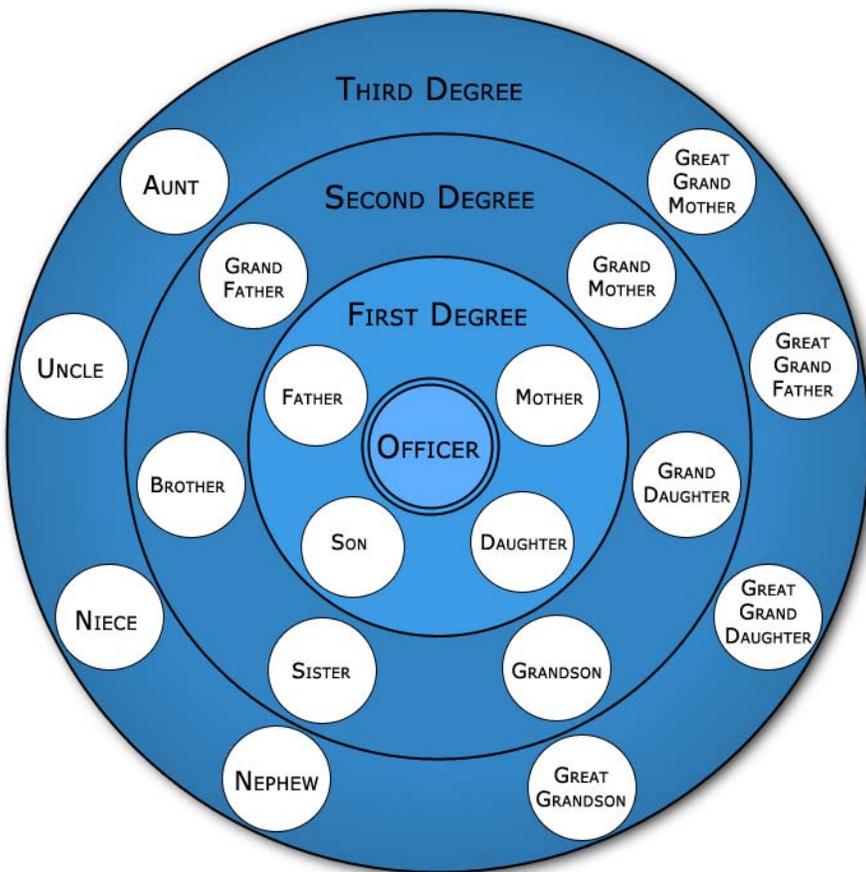
The chart below shows

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

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

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

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

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

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

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

Grounds for protest

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

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

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

Review Process:

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

Final Determination:

The final determination shall:

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

Protest Committee Review Process:

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

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

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

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

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

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

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

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

**PRICING:** Prices for all goods and/or services shall be firm for the duration of the contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications

will be honored during the term of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the Proposer and included in the price. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Proposer MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

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

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

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

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

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

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

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

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

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

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

Proposers may not limit or exclude any implied warranties.

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

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

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

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

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

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

#### **APPLICABLE LAW**

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

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

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

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

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

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

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

**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.