



**CAMERON COUNTY  
PURCHASING DEPARTMENT  
INVITATION TO RFP**

**RFP # 1760**

**RFP TITLE: INMATE PHONES: EQUIPMENT, LOCAL AND LONG DISTANCE SERVICES**

**DATE DUE: NOVEMBER 20, 2018**

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

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

Please return RFP **ORIGINAL ONE (1) 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:

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

For additional information or to request addendum contact: Mike Forbes or Beverly Findley at (956) 544-0871, E-mail: [mforbes@co.cameron.tx.us](mailto:mforbes@co.cameron.tx.us) or [purchasing@co.cameron.tx.us](mailto:purchasing@co.cameron.tx.us) To ask specific questions on project requirements, please call: **Fermin Leal** at (956) 554-6701

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

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

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

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

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

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

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

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

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

## CHECK LIST

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

- Cover Sheet**  
Your company name, address and your signature (**IN INK**) should appear on this page.
- Instructions to 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.
- RFP Guaranty & Performance Bond Information & Requirements**  
This form applies only to certain bids/proposals. All public work contracts over \$25,000 require a Payment Bond and over \$100,00 must also have a Performance Bond in a form approved by the County. Please read carefully and fill our completely.
- Minimum Insurance Requirements**  
Included when applicable
- Worker's Compensation Insurance Coverage Rule 110.110**  
This requirement is applicable for a building or construction contract.
- Financial Statement**  
When this information is required, you must use this form.

### Other - Final Reminders To double check before submitting 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 complete and submit attachments A,B,C,D,E, F, G, H, I ?
- Did you provide the number of copies as required on the cover page?
- Did you visit our website for any addendums?  
[http://www.co.cameron.tx.us/administration/purchasing\\_department/bids\\_rfp\(q\)\\_and\\_addms\\_and\\_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php)

If not interested in responding 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 Offer.

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 Proposer 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, § 263.007 et seq., as amended. Proposers shall comply with all applicable federal, state and local laws and regulations. Proposer 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 Proposers 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 7<sup>th</sup> business day after the person becomes aware of facts that require this statement to be filed. Cameron County, Texas requires all persons or firms seeking to do business with the County to **provide the following information if the person becomes aware of facts that require this statement to be filed.** Every question must be answered. If the question is not applicable, answer with "N/A."

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

**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 until 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 PROPOSER WILL BE NOTIFIED. All responding Proposers will receive written notification regarding the outcome of the 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 YOUR RFP. ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF RFP. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. **ORIGINAL AND SEVEN (7) COPIES OF RFP's MUST BE SUBMITTED**
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. 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. County user Dept.(s) reserves the right to make the final determination as to equivalents.
4. Written and verbal inquires pertaining to RFP's must give RFP Number and Company.
5. NO substitutions or cancellations permitted without written approval of Purchasing Agent.
6. 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.
7. RFP unit price on quantity specified – extend and show total. In case or errors in extension, UNIT prices shall govern. RFP's subject to unlimited price increase will not be considered.
8. This is a RFP inquiry only and implies no obligation on the part of Cameron County.
9. Partial RFP's will not be accepted unless awarded by complete category or line item. **To be awarded by total RFP.**

10. 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.
11. It is the responsibility of the RFP or proposer to ask any and all questions the proposer feels to be pertinent to the RFP / proposal. Cameron County shall not be required to attempt to anticipate such questions for proposers. Cameron County will endeavor to respond promptly to all questions asked.

**INSPECTION:** Upon receiving item(s), they will be inspected for compliance with the RFP Specifications. If the item(s) do not pass inspection, the vendor will be required to pick up the rejected item(s) at the delivery point, provide the necessary replacement, and return the item(s) to the original point of delivery.

All items proposed shall be new, in first class condition, including containers suitable for shipment and storage (Cameron County prefers recycled packaging whenever possible), unless otherwise indicated in RFP. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory material will be returned at Seller's expense.

Cameron County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an Proposer cannot furnish a sample of a RFP item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the RFP as inadequate.

In the event of any apparent conflict of quantities, standards, codes, or this specification, equipment supplier will refer the conflict to owner for written resolution.

Proposals/Offerers must comply with: All federal, state, county and local laws governing or covering this type of service.

Patents/Copyrights:

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

Termination of Contract:

This contract will remain in effect until contract expiration, completion, and acceptance of services or default. Cameron County reserves the right to terminate the contract immediately in the event the successful offerer fails to:

1. meet delivery or completion schedules, or
2. otherwise perform in accordance with the accepted proposal, and/or according to the present and/or proposed future needs of Cameron County.

Breach of contract or default authorizes the County to award to another offerer, purchase elsewhere, and charge the full, increased cost to the defaulting offerer.

Either party may terminate this contract with a thirty (30) days' written notice prior to either party notification of intent to cancel. The successful offerer must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address on the Affidavit for the Contractor or to the County Judge, 1100 East Monroe Street, Brownsville, Texas 78520.

Contract:

Offerer will submit with their proposal a completed and signed contract.

Ownership:

All plans, prints, designs, concepts, etc., will become the property of Cameron County.

Bonding:

Before award of any contract resulting from this proposal, a surety bond of not less than \$25,000 will be required by the successful offerer and for all people visiting the site. Proof: Certificate of Insurance will be provided to Cameron County as purchased and as renewed.

**COMMISSION PAYMENTS : All Inmate Phone Commission payments must be made payable to Cameron County and mailed to the Cameron County Treasurer's Dept. 1100 East Monroe Street, Room # 146, Brownsville, Texas 78520 Attn: County Treasurer - Phone # 956- 550-1341.**

## A. GENERAL REQUIREMENTS

It is the intent of these specifications to obtain proposals from qualified vendors to provide local and long distance telephone service, including a recording and monitoring system and equipment for the inmates at the following County facilities:

Cameron County Jail System  
7300 Old Alice Rd.,  
Olmito, Tx. 78575  
Average Population: **1,200** – current

**Commission rates are predicated on:**

**PR/ INMATE PR/ MONTH**

**SHERIFF'S DEPT. WILL PROVIDE AVERAGE DAILY POPULATION NUMBERS FOR EACH MONTH BASED UPON MONTHLY AVERAGE.**

**GUARANTEED MAG:**

**Guaranteed MAG will be based on Inmate monthly average x per Per Inmate per month amount = monthly total commissions. Monthly total commissions for all 12 months combined will = Annual MAG (Minimum Annual Guarantee).**

**Ex: June avg = 1,200 inmates x \$30.00 pr / month = \$36,000 pr/month Commissions**  
**July avg = 1,250 inmates x \$30.00 pr / month = \$37,500 pr/month Commissions**  
**Etc. continued for 12 months: Total Annual Guar Mag =**

Any item not specifically mentioned but necessary for the delivery and operation of the proposed system shall be included in this proposal. These specifications and requirements should be in sufficient detail to secure proposals on comparable services.

The requirements listed herein should be met by all offerer's proposals. In instances where the proposal differs from these requirements, offerer shall note the difference and describe in detail how their proposal will meet the County's needs without including this specific requirement. Failure to meet these requirements may be cause for rejection of the vendor's proposal at the County's discretion.

**CAMERON COUNTY IS NOT ACCEPTING ANY UP-FRONT PAYMENT (payment of yearly Commissions in month 1 rather than in 12 monthly payments would not be considered as an up front pymt.) OR SIGN ON BONUS WITH THIS PROPOSAL. PLEASE DO NOT SUBMIT A PROPOSAL OFFERING EITHER AN UP-FRONT PAYMENT OR SIGN ON BONUS.**

### A1. Schedule

The estimated schedule for the RFP is as follows:

|                        |   |
|------------------------|---|
| RFP response deadline: | <b>Tuesday, November 20, 2018 at 11:00 A.M.</b> |
| Contract Award:        | December, 2018 or January, 2019                 |
| Installation/Cut-Over  | January   |



**A8. Basis of Award**

The County will review all responses to assure compliance with the specifications. Vendor may be excluded from further consideration for failure to comply with the specifications of the RFP.

An inmate telephone system is a vital service to the Sheriff's Office; the investigative tools, operation efficiencies and added security are important aspects expected to be derived from this service. The Sheriff's Office prefers a Vendor that develops their own software and builds its own systems, a single point of contact. It is our preference to work with a company that is the source for engineering, deploying and maintaining its own solutions. This would include items such as collect and debit, staff support and in-house product development. Vendor's ability to provide this all inclusive solution will be viewed favorably. The County expressly reserves the right, in its sole judgment, to accept or reject any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal which is determined to be the best evaluated offer. Therefore, in selecting a vendor, the Evaluation Committee will rely on awarding a contract and reecomend based on the evaluation criteria below.

The contents of this solicitation and the Vendor's response, when submitted to and accepted by the County, shall become an integral part of any contract agreed upon between the Vendor and the County.

To ensure specified performance of the proposed system, the County reserves the right to require a Vendor (s) to demonstrate the system and any features specified in this RFP.

**WEIGHTED QUANTITATIVE SCORING:**

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

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

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

Scoring for price will be a ratio and based on a pro rata factor of the best price submitted.

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.

The proposal will be evaluated with regards to the following criteria factors:

- 30% - Demonstrated ability to meet the technical requirements, based upon the RFP responses and information provided by similar facilities in which the vendor has their system installed.
- 15% - Financial Offering including a commission rate based on gross revenue (defined as revenue on all local and long distance calls).
- 15% - rate charged to the party who accepts the charges.
- 30% - Vendor experience, technology offering, account support team, maintenance and current customer references.
- 10% - Proposed project plan, scheduling, and implementation with minimal interruption of service.

**A9. Successful Offerer**

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

**A10. Contract Term**

The contract will be for a period of Three (3) years. At the expiration of this contract, Cameron County will have the option of continuing the phone services with the offerer's company at the same commission and rates for a period of two (2) additional years in one-year increments. Each optional year will require Cameron County's approval for renewal.

**A11. Termination**

The obligation to provide further service under the terms of the resulting agreement may be terminated by the County upon ninety- (90) days written notice in the event of material breach by the successful Offerer to perform in accordance with the terms hereof, or any contract resulting from this RFP. In the event that Cameron County chooses to discontinue this contract either by termination or not extending the contract the offerer warrants that it will remove all its equipment from the facilities without charge. Service and equipment will not be removed until another Vendor has been acquired. The removal of equipment and disconnecting of service process will occur during the implementation of the new system with minimal interruption of service to this facility. It will be necessary that the incumbent vendor cooperate with the new vendor during the implementation of the new system.

If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within 30 days after receipt of the notice of default, then the non-defaulting party shall have the right to immediately terminate this Agreement and pursue all other remedies available to the non-defaulting party, either at law or in equity.

**A12. Damage and Repair Liability**

The County will have no liability to the Vendor for fraud, theft, vandalism/damage or loss of the Vendor's equipment inflicted by the inmates or the public. All costs associated with the repair will be the responsibility of the Vendor. Vendor warrants that all repairs will be made at its expense. Offerers shall make all reasonable efforts to ensure that the phone system is operational and repaired as quickly as possible.

**A13. Installation/Disconnection**

The Vendor will be responsible for all costs of installation or disconnection throughout the term of the Contract.

The Vendor will be required to furnish and install equipment, dedicated lines and any other item necessary to make this service functional. The incumbent vendor will remove all equipment, dialers and/or dedicated phone lines from the County facilities without charge.

**A14. Present Cameron County Inmate Telephone System**

ICS is currently providing inmate telephone service to Cameron County. The current number of inmate telephones is as follows:

|   |                         |
|---|-------------------------|
| Carrizales Rucker Detention Center                      | 57 Inmate Phones        |
| Carrizales Rucker Detention Center ( <b>expansion</b> ) | 23 Inmate Phones        |
| Old County Jail   | 40 Inmate Phones        |
| Detention Center # 1                                    | 26 Inmate Phones        |
| Detention Center # 2                                    | <u>17</u> Inmate Phones |
| Total   | 163                     |

**A15. Billing**

Vendor must have the ability to offer direct billing, collect call billing through a LEC, prepaid and debit based calling.

**A16. Miscellaneous Requirements**

The County will not be liable for any of the cost incurred in preparation and presentation of the response.

Any materials submitted by the Vendor that is considered confidential in nature must be clearly marked as such. Due to applicable laws and regulations concerning public documents, the County makes no representation that such material will be kept confidential.

**A17. Insurance**

Before commencing work, the successful offerer will be required, at their own expense, to furnish the Cameron County Purchasing Department within ten (10) days of notification of award with evidence showing the following insurance coverage to be in force throughout the term of the contract:

Proposer shall provide Cameron County with Certificate of Insurance, both Workman's Compensation Insurance and General Liability Insurance coverage for work at the various county facilities with limits of not less than \$100,000 / \$300,000 / \$100,000 with excess umbrella liability of \$1,000,000. Successful vendor must submit copies of insurance certificates to the County before any work can be started.

Public Liability and Property Damage insurance coverage including, but not limited to, the liability assumed in the indemnification provisions (as specified in this RFP) fully insuring contractor's and/or subcontractor's liability for injury to, or death of, county employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a minimum combined coverage for each occurrence of \$500,000.

Comprehensive automobile and truck liability insurance to include coverage of owned, hired, and non-owned vehicles with minimum limits of \$300,000 each occurrence for bodily injury and \$100,000 each occurrence for property damage. Such insurance is to include coverage for loading and unloading hazards.

Each insurance policy to be furnished by successful offerer will include, by endorsement to the policy, a statement that a policy, a statement that a notice will be given to Cameron County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

**A18. Financial Stability**

Proposer shall provide Cameron County with financial statements, including statements of operations, balance sheets, and statements of cash flows for the last two fiscal years.

**B. VENDOR QUALIFICATIONS & EXPERIENCE, TECHNICAL REQUIREMENTS**

**B1. Experience**

Professional qualifications and experience of vendor and its staff with a minimum of five (5) years of relevant experience and demonstrated success in proving the products and services requested herein; relevant experience would be-Inmate telephone services in detention facilities with multiple building sites. Vendor should provide an overview of their firm, including years and nature of experience in inmate telephones business.

The vendor must provide a list of at least three (3) other facilities of similar size to Cameron County. The Vendor shall provide information describing its client base and the proposed system's position in the counties of Texas.

**B2. References**

Provide five customer references of accounts similar in size and scope to Cameron County.

**B3. Patent & Copyrights**

The Vendor will hold harmless the County, its officer, and employees against all claims that machines or software supplied infringe a U.S. patent or copyright. The Vendor further asserts that to the vendor's knowledge the equipment and software proposed does not infringe on any U.S. patent or copyright.

#### **B4. General Requirements**

1. The system shall be an easy to use application.
2. The proposed system shall allow outgoing calls, only.
3. The proposed system shall allow inmate calls to be restricted to 20 minutes. Cameron County representatives must be able to change this call duration limit throughout the entire site, by inmate Account / PIN, or group of telephones.
4. The users – inmate and called party – shall be notified of limit in advance of the system terminating the call.
5. Vendor shall supply one (4) TTY phone to the C2, DC1, OCJ, DC2 Cameron County Detention Facilities.
6. The proposed system must require active acceptance by the called party.
7. The proposed system shall include user prompts in English and Spanish.
8. The vendor will need to have a program that will proactively attempt to set-up an account for individuals who are not able to accept collect calls, enabling families to quickly communicate with incarcerated individuals. Please describe your program.
9. Vendor must notify end user when they have reached a \$20.00 balance of its site or personal credit limit and describe process.
10. The Sheriff's Department would like the use of Cardless Debit or Debit Cards.

#### **B5. Personal Identification Number (PIN)**

1. The proposed system shall utilize Personal Identification Numbers (PIN) for the inmates. Describe your system's use of Inmate PINs.
2. The proposed system shall prevent duplicate PINs.
3. What is the minimum and maximum number of digits used in a PIN.

#### **B6. Fraud Management**

1. The proposed system shall be able detect, notify and prevent three-way or conference calls, except for those calls to attorney's or other approved numbers. We understand that there are industry patents in this area. Please provide a description of the process you have deployed on your platform and why you feel the technical approach provides the best 3-way detection solution.
2. The proposed system shall prevent the inmate from receiving a second dial tone, or "chain-dialing."
3. The proposed system shall prevent any extra digits dialed by the inmate after the party has accepted the call. Please describe process.
4. The proposed system shall have capability to remotely survey Inmate calls and be able to transfer specific calls in progress to investigators
5. The proposed system shall brand each call with the name of the facility and the inmate placing the call.
6. The proposed system shall have the ability to play the brand recording at random intervals.
7. The proposed system shall guard against "Hook-switch dialing," and other fraudulent activities. Please describe.
8. The inmate shall not communicate with the called party until the call has been accepted.
9. The system shall detect the difference between an accepted call, and an answering machine, busy signal, or other telephone activity. Please describe.
10. The proposed system shall allow call blocking of specific numbers by customer and site.
11. The proposed system shall also assign approved calling numbers according to inmate PIN.

12. The proposed system shall permit the called party to block all future calls from a correctional facility.
13. The system must have the capability to suspend an inmate privileges from placing a call and set a beginning and end date without the need to manually re-enable privileges.
14. The proposed system shall allow the inmate to record their name one time and store this recorded name for all future calls.
15. The proposed system should offer Inmate Biometric technology and associated reporting, that validates the inmates identity based on the inmate PIN, prior to connecting the call

#### **B7. Other investigative Tools**

1. The system will need to be equipped with a remote conferencing feature and e-mail feature for those numbers that are under surveillance by the investigative unit. The feature will need to allow authorized personnel to monitor a call and receive e-mail notification from any designated remote location, while the call is in progress. The call will need to be automatically conferenced – after entry of unique pin - to a predetermined investigators telephone number in listen mode only once the call is accepted by the called party and in progress.
2. The proposed system must allow for all calls remotely conferenced to investigators to be accepted by the investigator with a unique PIN
3. The system must have the capability to move an inmate or group of inmates from one facility to another without the need to re-enter information. Please provide any other additional investigative tool.

#### **B8. PREA**

##### **PREA Call**

The software must have the ability to record and act on PREA (Prison Rape Elimination System) calls. It must have an ability to send the supervisors notification based on calls received.

##### **PREA Follow up Automation**

The software must have a unique ability to meet all the required steps for dealing with the PREA call. The agency must be able to set up the SOP for dealing with the PREA calls and all the steps identified in the SOP will be automatically be scheduled and managed with the software.

##### **PREA, CRIME TIPS AND GRIEVANCE NOTIFICATION**

Set up a speed dial where Inmate/CI can call and leave a message for jail staff or investigator.

#### **B9. ADDITIONAL REQUIRED FRATURES**

##### **KIOSK AND COMMISSARY SOFTWARE**

Integrate with Kiosk and Commissary for deposit convenience for families.

##### **TIME OF DAY ANNOUNCEMENTS**

Notify Inmates of time of day when they pick the phone up.

##### **INMATE INFORMATION LINE**

Families can call a designated number to speak with a automated operator to see what inmates bond information is.

##### **JAILER / GUARD CHECK IN**

Jailer/Guard can enter a code into the phone in each cell to confirm cell checks.

## **INTERNATIONAL CALLING INCLUDING MEXICO**

Inmates can place International calls to family members including Mexico – Debit calling or Inmate calling cards.

## **VIDEO VISITATION (ONSITE AND OFFSITE)**

Inmates can visit with family members from their cells. Families can visit from the convenience of their home using their computer or cell phone.

## **BROADCAST MESSAGING**

Authorized staff can leave messages for Inmates to listen to before they can make a phone call.

## **COMMISSARY ORDERING**

If you provide your own commissary or have a commissary provider Inmates can place commissary orders from the phone in their housing areas.

### **B10. Call Acceptance**

1. The proposed system shall provide an option for the called party to request rate of the call prior to acceptance.
2. The called party must actively accept the call.
3. The inmate cannot communicate nor hear the called party until the call has been accepted.
4. Billing does not begin until the call is accepted.

### **B11. System Security**

1. The proposed system must be programmed for auto shut-off at times designated by the County.
2. The County personnel must be able to manually shut down the system in case of emergency.
3. The proposed system shall be password protected to permit only appropriate facility personnel access to the system.
4. The system must have the capability to enable and disable any phone at the facility from any secured internet enable computer.
5. For security purpose the system must be a centralized non-premise system that will keep all records secure and not require the need to maintain at the facility. Describe your system and how your system will meet this requirement.

### **B12. Reports**

1. The vendor shall supply the capability for the facility to view and track call activity, commission information, and facility service requests from practically any location at any time via a web accessible site.
2. The vendor shall supply call detail reports to the County via a system self serving access tool which is fully integrated into the platform provided. These reports shall contain a variety of call information and be customizable to suit the County's needs.
3. Standard reports should include: Frequently Dialed Numbers, 3-Way Call Attempts, and Call Volume by Telephone.
4. Vendor shall supply monthly revenue reports.
5. Vendor shall attach samples of their call detail and other standard reports.

6. Vendor shall provide a secure access to all calling activity within the facility via the internet/web. The hosted site will need to provide an interface that will allow a facility to view call detail reports, check and track a facility commission data. This system should also allow facilities to open and/or view the status of service tickets.

**B13. Service & Maintenance**

1. Vendor shall provide 24-hour, toll-free service number.
2. Vendor shall respond to all major service outages within four hours.
3. Vendor shall provide service policies and procedures as an attachment to this proposal.
4. Describe the maintenance and quality assurance programs for telephones to be installed.
5. Detail equipment installation charges, if any.
6. Describe the maintenance and quality assurance programs for telephones to be installed.
7. Detail the method of determining service interruptions and service call priorities. List response time for each priority and the level of expertise devoted to each priority.
8. Provide a contact person who will be responsible for ongoing account management and support.

**B14. Call Monitoring & Recording**

1. The proposed system shall maintain all call recordings centrally on SAN storage technology and not use tape drives for storage of call recordings
2. All call recordings shall be stored online – for the life of the contract - and available through the online user interface.
3. Facility personnel must be able to search call recordings by dialed number, date, time, inmate account, or site name.
4. Facility personnel must be able to simultaneously live monitor conversations while the system is recording the conversations.

**B15. Training**

1. Vendor shall provide training to the Cameron County staff in system administration, operation, and reporting.
2. Describe training program; include description of course and any applicable documents.

**B16. Equipment**

1. The proposed inmate telephone system shall be a turnkey telephone system and service.
2. The vendor shall provide non-coin, inmate telephones composed of durable equipment suitable for jail environments.
3. The proposed system must be able to utilize the current PCs that are available at the County without the need for additional PCs.
4. The proposed system shall have the ability, as authorized by the Sheriff's Office, to monitor live or listen to previously recorded calls at the Sheriff's District Offices without the need to interface directly with Sheriff's network.
5. The proposed system user interface shall be based on security level and password protected.
6. All vendor equipment shall comply with FCC regulations.
7. The proposed equipment and system shall be scalable to meet the County's growing needs.
8. Vendor equipment shall include backup power in the event of temporary loss of commercial power.

9. Disclose, with percentages clearly shown, what work is or will be subcontracted, and what work is or will be performed by the Vendor's employees.
10. Indicate your firm's ability to provide authorized users detailed reporting tools to include but not limited to the following information:
  - Phone Location Originating call
  - Time of call
  - Telephone number called
  - Most frequently called numbers
  - Length of call
  - Identify numbers called from a specific telephone
  - Identify telephone numbers called by a specific inmate
  - Alarm number status
  - Alarm a telephone number and allow automatic recording of the call
  - Multiple calls from different inmate phones to the same number
11. Indicate your systems ability to allow authorized user access to system User Utilities from any Windows XP based PC that has access to the internet.

**B17. Installation and Cut-Over**

1. The contractor will provide inmate phone sets, the remote administration station and the automated inmate call control system, install the visitation recording sets, remote system access and the system and insure that they are working properly. This installation is to be completed within sixty (60) days after contract award and full execution.
2. A bidder shall submit a complete and detailed schedule of the time-frame required for installation, utility coordination, training, cut over and testing. The system must be installed in a manner and under a time-frame designed to minimize disruption of the normal functioning of the facilities.
3. If the schedule cannot be met within the 60 days stated above, contractor must propose an installation schedule of events. Failure to state installation time in the bid will obligate the contractor to complete installation so as required in the bid. Extended installation time may be considered when in the best interest of the County.
4. Any delay in the implementation of the contractors' schedule that is caused by the County will increase the contractor's time allowance to complete installation but the contractor must submit a complete and detailed schedule of additional time required.
5. The risk of loss and or damage will be assumed by the contractor during shipment, unloading and installation.

**B18. Payment Options**

1. The proposed system shall allow automated operator collect calling.
2. The proposed system shall provide a debit account for inmates' families and other approved parties.
3. All prepaid calls will be subject to the same restrictions and features as standard inmate collect calls.

4. The called party shall be provided an option to request cost of the call prior to accepting the charges.
5. The proposed vendor shall have a system in place that will allow inmate families and friends to set-up alternate billing methods directly with the vendor. Two of the methods the County would like to see offered are:
  - a. The vendor should have a system in place that will allow inmate families and friends to set-up an account directly with the vendor.
  - b. The vendor should have an advance payment system. This system should allow customers to prepay for calls from the facility.

## **C. FEES, RATES & FACILITY COMMISSIONS**

### **C1. Fees, Rates & Commission**

1. The system will need to have the capability to inform the called party of the call cost prior to acceptance.
2. The rates charged to users shall not exceed the **Set Rate Plan (Pg. # 19 – Item #13)** as mandated for all services. Please provide a copy of the rates that will be charged.
3. The vendor shall be responsible for the collection of charges for fraudulent or otherwise uncollectible calls.
4. The vendor shall be responsible for any and all billing disputes, claims, or liabilities that may arise in regards to its provisions of this contract.
5. Vendor billing to called parties must include the vendor information and a toll-free telephone number to resolve billing disputes.
6. Billing charges shall begin at the time of the call completion when the calling party is connected to the called party and shall be terminated when either party hangs up. Incomplete calls such as network intercept recordings, busy signals, no answers, refusals of calls, answering machine pick-ups, etc. shall not be billed.
7. Under no circumstances will the commission rate be adjusted lower than the rate agreed to at contract award, nor will the County be obligated to renegotiate any portion of this contract as a result of an increase to the commission rate.
  - The commission rate shall be based on **Total Gross Billed Revenue generated from all calling types**. Offeror shall include a detailed analysis as to how they determine and define gross revenue.

### **C2. Commission Structure**

Please provide information on the commission structure. Include the following within your response:

1. What is the percentage of commission you will pay Cameron County? Failure to state proposed commission percentage will result in rejection of proposal.
2. Explain in detail the method used to calculate the commission revenue to the County.
3. Method of reporting the calculation of the County's commission payment.
  - a. Provide samples of proposed reports.
  - b. Is there a charge for customized reports?
  - c. If yes, provide amounts.

- 4 Describe collection procedures.
  - a. What types of reports are available to Cameron County to audit commission payments? Provide samples of reports.
  - b. Cameron County requires detailed reports of placed, accepted, local long distance calls.
  
- 5 Describe the procedure for handling uncollectible revenue. State whether this expense reduces County commission and, if so, specify in what manner.
  
7. Describe the procedure for billing.
  - a. Describe your billing process and who handles billing.
  - b. Will there be any handling fees charged to Cameron County?
  - c. Are there any deductions from revenues?
  
- 8 Provide vendor proposed calling rates for local, intraLATA, interLATA, interstate, and International calls.
  
9. Vendor must state all Fees that will be charged to calling parties to include but not limited to the following:

| Industry Fee                       | ProposersFee Amount | Applies To |
|------------------------------------|---------------------|------------|
| Bill Statement Fee                 |                     |            |
| Funding Fee                        |                     |            |
| Mail-In Payment Fee                |                     |            |
| Western Union Payment Fee          |                     |            |
| Refund Fee                         |                     |            |
| Regulatory Recovery Fee            |                     |            |
| Wireless Admin Fee                 |                     |            |
| Single Bill Fee                    |                     |            |
| Paper Statement Fee                |                     |            |
| Account Setup Fee                  |                     |            |
| Account Maintenance Fee            |                     |            |
| Inactive Account Fee               |                     |            |
| Account Close-Out Fee              |                     |            |
| Non-Subscriber Line Charge         |                     |            |
| Inmate Station Service Charge      |                     |            |
| Cellular Telephone Surcharge       |                     |            |
| Third-Party Payment Processing Fee |                     |            |
| State Regulatory Recovery Fee      |                     |            |
| Check/Money Order Processing Fee   |                     |            |

- 10 IDENTIFY ALL CHARGES TO ANY AND ALL PERSONS (INMATES, INMATES FAMILIES, OR COUNTY) - regardless of who is being charged (without exception):
  
- 11 Cameron County requires all vendors to propose a Guaranteed Commission amount ("MAG") that will be paid to County each year. This MAG will be based on the commission percentage offer and linked to the average daily inmate population.
  
- 12 A Payment Bond will be required to cover the Guaranteed MAG to be part of Contract.
  
13. SET RATE PLAN: (Commissions based on taking these rates into consideration:  
COLLECT & PREPAID:
 

|               |                      |         |      |
|---------------|----------------------|---------|------|
| Local:        | Connect \$ no charge | per/min | 0.00 |
| IntraLata:    | Connect \$ no charge | per/min | .25  |
| InterLata:    | Connect \$ no charge | per/min | .25  |
| Interstate:   | Connect \$ no charge | per/min | .21  |
| International | Connect \$ no charge | per/min | .95  |
  
14. Who owns Company?
  
15. Are you in consideration (Letter of intent) for acquisition by another provider in the corrections industry?
  
16. List past 5 years of lawsuits and status.
  
17. List any regulatory fines or penalties.
  
18. Provide a summary of leveraged debt among with Moody's and/or D&B credit report.



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 \_\_\_\_\_

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

STATE OF TEXAS  
COUNTY OF CAMERON

**AFFIDAVIT**

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

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

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

Name and Address of Proposer :

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

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

\_\_\_\_\_  
Signature

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

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

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

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

**RESIDENCE CERTIFICATION**

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

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

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

I certify that \_\_\_\_\_ is a Resident  
(Company Name)

Proposer of Texas as defined in Government Code §2252.001.

I certify that \_\_\_\_\_ is a Nonresident  
(Company Name)

Proposer as defined in Government Code §2252.001 and our principal place of business is  
\_\_\_\_\_  
(City and State)

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

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

**CAMERON COUNTY EXPRESSLY REQUESTS THAT PROPOSERS NOT DISCUSS THIS ENGAGEMENT OR THIS PROPOSER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER PROPOSERS OR ANY MEMBER OF COMMISSIONERS' COURT, ANY COUNTY OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY COMMISSIONERS COURT. EXCLUDED ARE PRE-PROPOSAL CONFERENCES, EVALUATION COMMITTEE SCHEDULED VENDOR PRESENTATIONS OR VENDOR INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS. YOU MAY CONTACT THE PURCHASING AGENT /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/RFQ, other than questions to the Assistant County Auditor/Purchasing Officer?

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

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\_\_\_\_\_  
Signature of person submitting this RFP

\_\_\_\_\_  
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 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 line

Signature of person submitting this RFP Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

**Certification**

**Regarding Debarment, Suspension Ineligibility**

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

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

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

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

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

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

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

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

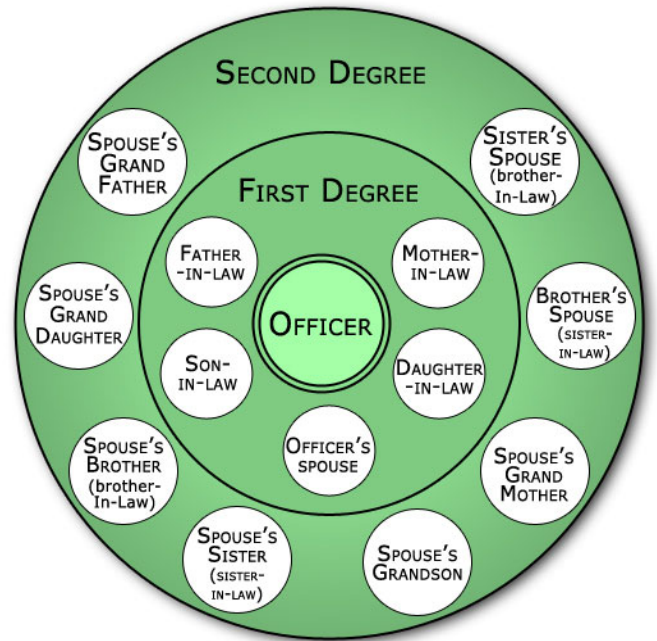
Date

## NEPOTISM CHART

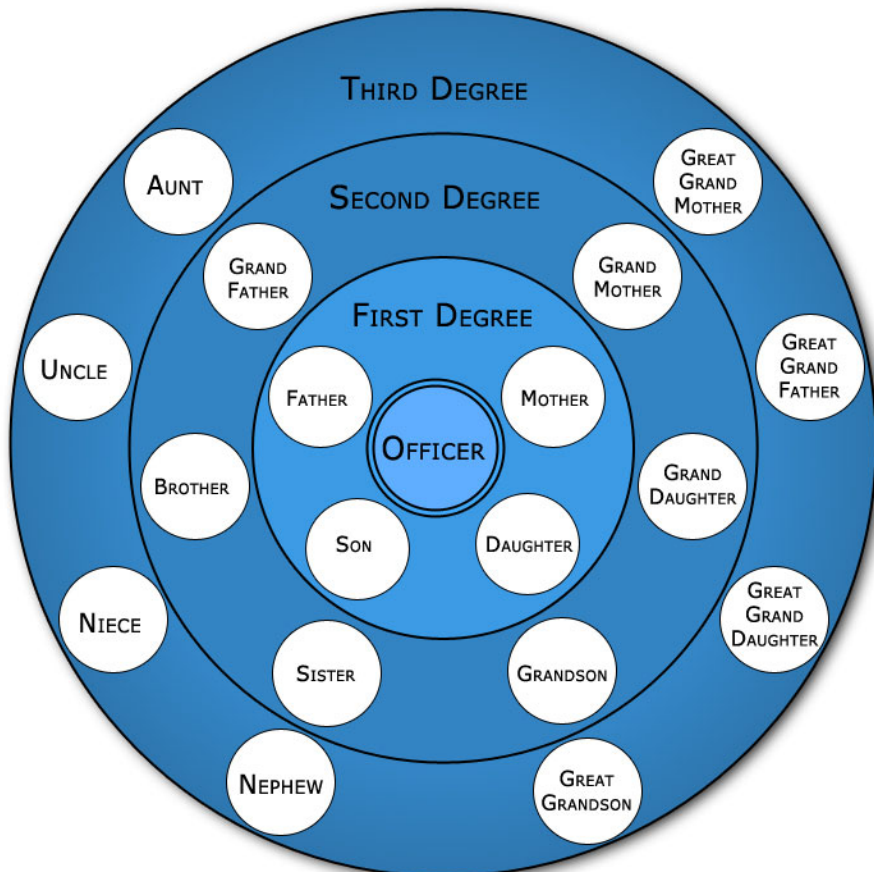
The chart below shows

- **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**

**MUST BE FILLED OUT AND SUBMITTED WITH THE BID/RFP/RFO**  
**IF DISCLOSING: BIDDER / PROPOSER MUST ALSO FILE WITH THE COUNTY CLERK'S OFFICE**  
**THE PURCHASING DEPT. WILL NOT BE FILING ON THE BIDDER'S BEHALF**

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

Date \_\_\_\_\_

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

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

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

**DISCLOSURE QUESTIONS**

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

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

**DISCLOSURE OF INTERESTS (CONTINUED)**

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

| Name | Title | Department |
|------|-------|------------|
|      |       |            |
|      |       |            |
|      |       |            |
|      |       |            |
|      |       |            |

**CERTIFICATE**

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

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

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



## **GENERAL TERMS & CONDITIONS (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.