



**CAMERON COUNTY
PURCHASING DEPARTMENT
INVITATION TO RFP**

RFP NUMBER # 1890

RFP TITLE: TRANSPORTATION / EXTRADITION SERVICES FOR INMATES

DATE DUE: DECEMBER 10, 2019

DUE NO LATER THAN 11:00 A.M.

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

RFPs received later than the date and time above will not be considered.

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

RETURN RFP TO:

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

For additional information or to request addendum email: Mike Forbes or Dalia Loera at mforbes@co.cameron.tx.us or dalia.loera@co.cameron.tx.us

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

YOU MUST SIGN BELOW IN INK; FAILURE TO SIGN WILL DISQUALIFY THE OFFER.

All prices must be typewritten or written in ink.

To ask specific questions on project requirements, please call: **Mike Leinart at (956) 554-6700**

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: _____

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

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

SIGNATURE: _____ **Print Name:** _____

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

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 a 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

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.

Other - Final Reminders To double check before submitting RFP

- Is your RFP sealed with RFP#, title, Proposer's Name, & return address, on outside?
- Did you complete, sign and submit page 1?
- Did you provide the number of copies as required on the cover page?
- Did you visit our website for any addendums?
[http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp\(q\)_and_addms_and_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php)

If not interested in responding please let us know why by feedback at: Purchasing@co.cameron.tx.us

INSTRUCTIONS FOR SUBMITTING RFP'S

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

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

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

Addendums Column (updated Addendums). These Addendums must be signed and returned with your RFP in order to avoid disqualification.

All Tabulations can also be viewed and downloaded at this site. Annual RFP award information can be accessed at:

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

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

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

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

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

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions results in a change or addition to this RFP, the Change(s) and addition(s) will be forwarded to all vendors involved as quickly as possible in the form of a written addendum only. Verbal changes to Bids/RFP's/RFQ's must be backed-up by written addendum or written Q/A clarifications which would be posted on County Purchasing Web site. Without written Addendum or written Q / A clarification, verbal changes to Bids 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/CIQ_2019.pdf

DISCLOSURE OF INTERESTS:

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

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

can be downloaded at the following web site:

<http://www.co.cameron.tx.us/Purchasing/Disclosure%20of%20Interest.pdf>

TEXAS ETHICS COMMISSION FORM 1295

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

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

Texas Ethics Commission (TEC) Form 1295 must be completed (by firm - on line“New Form 1295 Certificate of Interested Parties Electronic Filing Application” Site at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

If any Vendors have questions as to TEC Form 1295 visit the County Purchasing Web site left column tab “ Vendor – TEC Form 1295” for more information. TEC Web site links can be found at this location including Question / Answers and Video instructions. tab Link: http://www.co.cameron.tx.us/administration/purchasing_department/index.php

PROPOSER SHALL SUBMIT RFP ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE RFP PACKET. In the event of inclement weather and County Offices are officially closed on a Proposal deadline day, RFP’s will be received unit 2:00 p.m. of the next business day. Proposals will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3rd 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 VENDOR WILL BE NOTIFIED BY MAIL. All responding vendors 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

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

PLEASE NOTE CAREFULLY

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

1. **ORIGINAL AND SEVEN (7) COPIES OF RFP’s MUST BE SUBMITTED** Each RFP shall be placed in a separate envelope completely and properly identified with the name and number of the RFP. RFP’s must be in the Purchasing Department BEFORE the hour and date specified.
2. RFP’s MUST give full firm name and address of the Proposer. **Failure to manually sign RFP will disqualify it.** Person signing RFP should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT.
3. RFP’s CANNOT be altered or amended after deadline time. Any alterations made before deadline time must be initiated by Proposer or his authorized agent. No RFP can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.
4. The County is exempt from State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE TAX IN RFP.** Cameron County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.
5. Any Catalog, brand name or manufacturer’s reference used in a RFP invitation is descriptive-NOT restrictive-it is to indicate type and quality desired. RFP’s on brand of like nature and quality will be considered. If RFP is based on other than reference specifications, proposal must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete descriptions should be made part of the RFP. If Proposer takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc. as specified.

6. Samples, when requested, must be furnished free of expense to the County. If not destroyed in examination, they will be returned to the Proposer on request, at his expense. Each sample should be marked with Proposer's name, address, and County RFP number. **DO NOT ENCLOSE OR ATTACH SAMPLE TO RFP.**
7. Written and verbal inquiries pertaining to RFP's must give RFP Number and Company.
8. NO substitutions or cancellations permitted without written approval of Purchasing Agent.

The County reserves the right to accept or reject all or any part of any RFP, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total RFP. Prices should be itemized. County also reserves the right to award either with or without trade-in, if applicable. Cameron County retains the option to re-solicit at any time if in its best interest and is not automatically bound to renewal or re-solicitation. The County reserves the right to hold all RFPs for 60 days from the due date of receipt without actions. The County reserves the right to add additional County Departments (at a later time during this RFP award) as the need arises. The County also reserves the right to consider utilizing CO-OP Interlocal Agreements / pricing if determined to be more advantageous to the County.

9. RFP unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. RFP's subject to unlimited price increase will not be considered.
10. This is a RFP inquiry only and implies no obligation on the part of Cameron County.
11. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by Cameron County.
13. Partial RFP's will not be accepted unless awarded by complete category or line item. **To be awarded by total RFP.**
14. 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.
15. It is the responsibility of the proposer to ask any and all questions the proposer feels to be pertinent to the RFP or proposal. Cameron County shall not be required to attempt to anticipate such questions for proposers. Cameron County will endeavor to respond promptly to all questions asked.

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

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

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

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

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

PAYMENT DISCOUNT: Indicate the payment discount (s) available depending on the when invoices are paid. For example, 1/30 means a 1% discount if paid within 30 days, 2/15 means a 2% discount if paid within 15 days, etc.

Payment in full will be made within thirty (30) days of delivery, inspection, and receipt of invoice.

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

1. TABLE OF CONTENTS

The items listed below represent the components comprising this Request for Proposal (RFP). Offerors should be certain that all components have been included in this package. If any component is missing, please notify the Cameron County Purchasing Department immediately.

It is the offeror's responsibility to be thoroughly familiar with, and understand, all components of this proposal package, including the requirements and specifications, before submitting a proposal.

01. TABLE OF CONTENTS - this sheet
02. PROPOSAL SHEET - must be completed, signed in ink, and returned with proposal
03. NON-COLLUSION AFFIDAVIT - must be completed, signed in ink, notarized, and returned with the proposal
04. RESIDENCE CERTIFICATION - must be completed, signed in ink, and returned with the proposal
05. TERM CONTRACT - must be signed in ink and returned with the proposal

You may sign this form as the "Contractor". It is not binding until countersigned by the Cameron County Judge. (Only one of these forms will apply to a particular proposal package, not both.)

06. PRICING/COSTS - must be signed with ink and returned with the proposal
07. ATTACHMENTS - must be completed in ink and submitted with proposal:
 - A. QUESTIONNAIRE
 - B. REFERENCES
08. GENERAL REQUIREMENTS FOR PROPOSALS - be familiar with entire contents
09. INSTRUCTIONS TO OFFEROR (ITO)
 - A. GENERAL INFORMATION
 - B. PROPOSAL REQUIREMENTS
10. GENERAL SPECIFICATIONS
11. AUDITOR'S CERTIFICATION OF FUNDS

INSTRUCTIONS TO OFFEROR (ITO)

A. GENERAL INFORMATION

1. Nature of Request for Proposal

This Proposal is governed by the procedures as contained in the Texas Local Government Code § 262.030. Therefore, award of contract(s) shall be made to the responsible offeror(s) whose proposal are determined to be the most advantageous, evaluated offer(s) resulting from negotiation, taking into consideration the relative importance of experience and the other evaluation factors as set forth below. Discussions may be conducted with responsible offerors who submit proposals reasonably susceptible of being selected for award. Offerors will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submission and before award for the purpose of obtaining best and final offers.

Proposals shall be opened so as to avoid disclosure of contents to competing offerors and be kept secret during the process of negotiation. Except for trade secrets and confidential information contained in the proposals, and identified as such, all proposals that are submitted shall be available and open for public inspection after the contract(s) is awarded.

2. Evaluation / Selection

The following considerations, with their relative importance as assigned and noted below, will be utilized in evaluating the proposals.

WEIGHTED QUANTITATIVE SCORING:

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

4 = Very good / Exceeds expectations

3 = Above expectations

2 = Meets expectations

1 = Does not meet expectations

0 = non responsive

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

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

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

Ex: Vendor W - price \$100,000 = 4 points X assigned weight (ie: 25%) = 100 points

Vendor X – price \$150,000 = 2.66 points X assigned weight (ie: 25%) = 66.6 points

Vendor Y – price \$200,000 = 2 points X assigned weight (ie: 25%) = 50 points

$\$100,000 \div \$200,000 = .50 \times 4 = 2 \times 25 = 50$

$\$100,000 \div \$150,000 = .66 \times 4 = 2.666 \times 25 = 66$

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

CRITERIA WEIGHT

a. Scope and level of service proposed, including internal accountability measures to ensure achievements of service levels	25%
b. Experience/qualification	25%
c. Financial stability of proposer	10%
d. Track record/references	15%
e. Fees and compensation	25%

Attachment A, Questionnaire, requests certain information about the offeror and will be used in the evaluation process. Answers should be as thorough and definitive as possible and include all pertinent data.

In addition to any rights or remedies detailed in the General Requirements of this RFP, Cameron County reserves the right to contact any proposer, company or individual at any time during the proposal process in order to clarify, verify or request information, or to negotiate, regarding the contents of any proposal.

The County does not accept any financial responsibility incurred by any proposer in responding to this RFP. In addition, the County reserves the right to accept or reject any, or all, proposals or to waive any, and all, formalities not considered advantageous to the County. Recognizing there are important considerations involved other than price, the County may not necessarily award to the apparent low proposer. It is anticipated that the contract(s) will be awarded approximately by **February 8, 2020**.

The contract period will be for one (1) year with a second year renewal option and a third year renewal option.

3. Changes to Contract

Due to the nature and scope of the work required, it may be necessary to increase, decrease or otherwise modify the scope of the effort or terms of the agreement. Therefore, the County may, from time to time, request revisions in order to adjust to its requirements. All modifications require Commissioners' Court's approval.

4. Termination of Agreement

In addition to any rights and remedies detailed in the General Requirements of this RFP, the County reserves the right to terminate any agreement, based upon failure to comply with usual and customary practices of the industry, breach of any laws, rules or regulations, or failure to significantly comply or meet the performance expectations as established by the Cameron County Juvenile Board for students under the supervision of the contractor.

5. Invoicing

All invoices are to be sent to the Cameron County Auditor's Office, 1100 East Monroe St., Brownsville, Tx. 78520.

All costs of services must be itemized when invoiced. Billed rates and charges must be total and final. Additional charges of any kind must be identified by both item and attendant cost or forfeit the right to payment. Neither signed receipts nor payments shall be construed as a release of any claim for damages or overpayment.

B. PROPOSAL REQUIREMENTS

Carefully read all components of this RFP as listed in the Table of Contents. Include with your proposal all required forms, completed and signed as necessary. Submit your proposal indicating on the outside: the Job Number, Job Description and "SEALED PROPOSAL".

Clearly identify and address each requirement as specifically as possible, in ink or typewritten. Use additional pages, if necessary, maintaining proper identification of items. Proposals shall be firm and effective for ninety (90) days after date of submission. Withdrawal of offer after receipt by the County may be considered a breach of contract.

Each proposal must be submitted in duplicate and include the signed Proposal Sheet and the required items and information in Sections A through F, as detailed below:

1. Proposal Cover: Proposal Sheet and Executive Summary

The offeror must complete and include as the first page of the submitted proposal the first page of this RFP, the Proposal Sheet. The authorizing signature indicates the proposer's desire to provide the services as submitted in the applicable proposal.

In addition, the proposer must include with the Proposal Sheet an Executive Summary of the proposal, asserting that all requirements of this RFP have been met. The executive summary should represent a full and concise summary of the contents of the proposal, identifying any services proposed beyond those specifically requested. However, failure to provide the services specifically required may result in disqualification of the proposal.

Executive Summary Format and Content: Please included in your RFP the following:

Executive Summary (2 pages max.)

Summary of Proposal as submitted

Introduction (2 pages max.)

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

Understanding of the Project (1 pages max.)

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

Methodology Used for the Project (1 page max.)

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

Management Plan for the Project (1 page max.)

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

Experience and Qualifications (2 pages max.)

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

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

RFP Cost Proposal (1 page max.)

Proposer's cost proposals must include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

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

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

separately with explanation for each.

2. Section A: Proposal Sheet , Non-Collusion Affidavit , Residence Certification , Pricing Costs.

Each offeror must complete Attachment A, to this RFP and include it in Section A of the submitted proposal.

3. Section B: Questionnaire and Reference

Each proposer must complete the Questionnaire References, to this RFP and include it in Section B of the submitted proposal.

4. Section C: Scope and Level/Schedule of Service and Pricing

Section C of the proposal should detail the proposed scope and level and schedule of service, including internal accountability measures to ensure achievement of proposed service levels. In addition, Section C should include proposed pricing.

5. Section D: Sample Agreement

A copy of the sample agreement, if any, must be included in Section D of the submitted proposal for review by the Cameron County Attorney's Office.

6. Section E: Contact Information

Each proposer should include in Section E of the submitted proposal the identify (ies) and telephone number(s) of a representative(s) that can be reached for the purpose of clarifying, verifying, requesting information, or negotiating, regarding the contents of the submitted proposal.

7. Section F: County Indemnification

Each proposer shall include in Section F of the submitted proposal a copy of the proposer's professional liability insurance policy and a statement explaining how the policy's terms and conditions fully indemnify Cameron County from all claims from alleged negligence on the part of the proposer, to include Worker's Compensation, Comprehensive General Liability, and Automobile Liability.

8. Section G: Federal Motor Carrier Safety Administration (FMCSA) & U.S. D.O.T. Requirements:

Cameron County will require your Firm to have the following:

- your Firm's Motor Carrier number from the Federal Motor Carrier Safety Administration (FMCSA)
- must meet all requirements for limits on continuous travel hours and miles as governed by the US Department of Transportation (DOT)
- must have a Satisfactory Audit Rating from the FMCSA
- must submit driver's logs to verify compliance with the FMCSA Regulations.

PRICING/COSTS

Proposal Information

Costs	<u>MALE</u>	<u>FEMALE</u>
Ground Cost per mile per prisoner	\$ _____.	\$ _____.
Air Cost per mile per prisoner	\$ _____.	\$ _____.
In State cost per mile per prisoner	\$ _____.	\$ _____.

Minimum costs per inmate \$ _____ less _____% discount for additional prisoners traveling with same embark / disembark (**out of state transportation only**).

Minimum costs per inmate \$ _____ less _____% discount for additional prisoners traveling with same embark / disembark (**in state transportation only**).

Surcharge for court appearances and release dates \$ _____.

Formula to Pricing:

Costs	<u>MALE</u>	<u>FEMALE</u>
Ground Cost per mile per prisoner	unit	unit
Air Cost per mile per prisoner	unit	unit
In State cost per mile per prisoner	<u>unit</u>	<u>unit</u>

Lowest Unit total = Max Total Points

Second lowest Unit total : Pro Rata calculation of points based on ratio to Lowest unit total.

Authorized Signature: _____

Print or Type Names: _____

Firm's Name: _____

Address: _____

Telephone: _____ FAX: _____

QUESTIONNAIRE

1. General Information:

a. Name of proposer:

b. Address of proposer:

c. Type of business entity (corporation, partnership, sole proprietorship, etc.):

d. Place of incorporation (if applicable):

e. Address of major offices/locations in the area, identifying the local branch office responsible for this project:

2. Qualifications:

a. Statement regarding financial stability:

b. Number of years' experience in conducting equivalent services to that described in the scope of this RFP:

Include, as an attachment to this section of the proposal, referencing Question 2.b., a listing of the large public or private entities for which similar programs were developed and conducted during the last three (3) years, a summary of the projects, outcome, contact reference, address and telephone number.

c. Number of operations' employees by position in the company:

- d. Describe your organization's present workload, outlining the percentage of time available for this project and how the workload will affect the firm's capability to accomplish the requirements of this RFP.

3. Intention

State in the area provided below, or on a separate attachment to this section of the proposal, referencing Question 3, why your organization believes its proposed services best meet the objectives of Cameron County, describing in detail any additional features, aspects or advantages of its product and services in any relevant area not covered elsewhere in its proposal.

4. FMCSA Requirements

- Please insert your Firms Motor Carrier number from the FMCSA # _____
- Does your firm meet all requirements for limits on continuous travel hours and miles as governed by the US Department of Transportation ?

- Does your firm have a Satisfactory Audit Rating form the FMCSA ?

- Will your firm be submitting driver's logs (for compliance/verification purposes) of FMCSA Regulations?

RFP Title _____

Proposers 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 Bid.

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 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 "Bidder" is the duly authorized agent of said company and that the person signing said RFP has been duly authorized to execute the same. Bidder 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 Bidder. The Bidder 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 Bidder 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 Bid. 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 Bid.

Name and Address of Bidder :

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 Bidder ” refers to a person who is not a resident.

“Resident Bidder ” 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)
Bidder of Texas as defined in Government Code §2252.001.

I certify that _____ is a Nonresident
(Company Name)
Bidder 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 BIDDERS / PROPOSERS NOT DISCUSS THIS ENGAGEMENT OR THIS BIDDER'S / PROPOSER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER BIDDERS / PROPOSERS OR ANY MEMBER OF COMMISSIONERS' COURT, ANY COUNTY OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY COMMISSIONERS COURT. EXCLUDED ARE PRE-RFP OR 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 BID.**

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

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

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

ADOPTED this 13 day of March, 2007.

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

Cameron County Acct #'s : Real Estate Personal Property

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

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

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

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

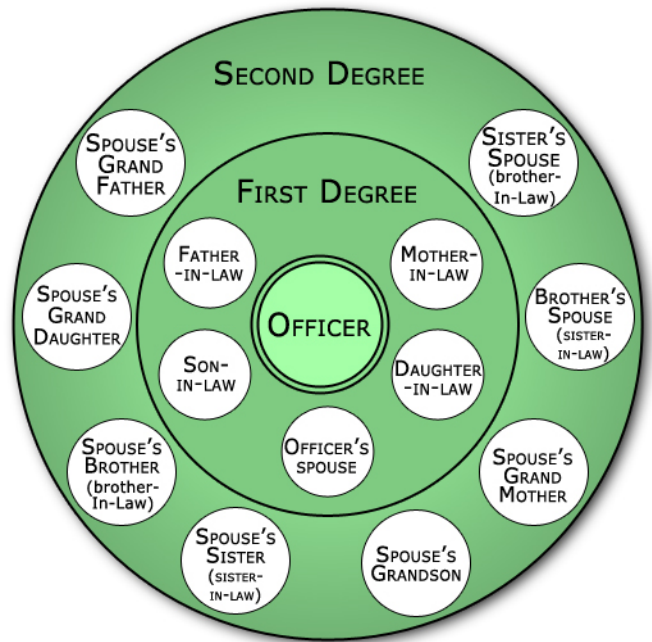
Date

NEPOTISM CHART

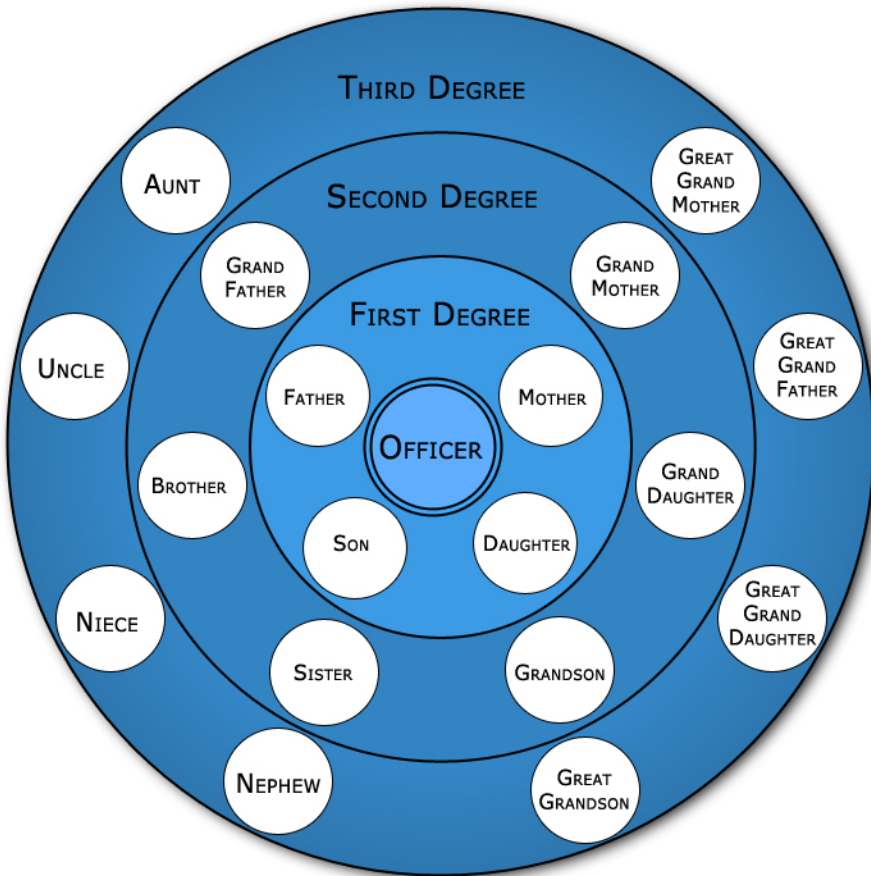
The chart below shows

- **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/RFQ
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.

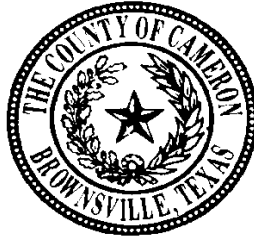
Name	Title	Department

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: _____



HOUSE BILL 89 VERIFICATION (REVISED)

I, _____,
[Person Name]

the undersigned representative of _____
[Company or Business Name]

(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, does hereby depose and verify that the Company named above, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not currently boycott the country of Israel; and
2. Will not boycott the country of Israel during the term of the contract with Cameron County, Texas.

Signature: _____

Date: _____

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*
3. *Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response. (HB 793 – exemptions).*

EXEMPTIONS APPLY TO THE FOLLOWING:

- between a governmental entity and a company with less than 10 full-time employees*
- has a value of less than \$100,000 paid wholly or partly from public funds of the governmental entity*

THIS FORM MUST BE RETURNED WITH YOUR RFP

GENERAL TERMS & CONDITIONS (Requests for proposals (RFP))

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Grounds for protest

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

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

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

Review Process:

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

Final Determination:

The final determination shall:

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

Protest Committee Review Process:

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

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

GRATUITIES AND PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the County, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Attached and included in this RFP is a disclosure

of all of this Company's business or pecuniary financial relationships with officers or employees of Cameron County or County entities (if any such relationships exists) which must be filled out, attached and included with the RFP response. The County may, by written notice to the Proposer, cancel this contract without liability to Proposer if it is determined by County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent, or representative of the Proposer, to any officer or employee of Cameron County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performance of such a contract. In the event this contract is cancelled by County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the costs incurred by Proposer in providing such gratuities. Proposer guarantees that he has not retained a person to solicit or secure any contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Proposer for the purpose of securing business.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Proposers may not limit or exclude any implied warranties.

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

-WARRANTY ITEMS/PRODUCTS: Proposer warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S.

Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Proposer's expense.

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

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

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

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

APPLICABLE LAW

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

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

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

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

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

agreed that the settlement of strikes and lockouts shall be entirely with the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

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

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

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

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

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

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

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

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

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

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

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

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

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

**TERM CONTRACT FOR EXTRADITION SERVICES FOR PRISONERS
FOR THE SHERIFF'S DEPARTMENT**

The following requirements and specifications supersede General Requirements where applicable.

Cameron County is soliciting proposals for **EXTRADITION SERVICES FOR PRISONERS**. Accordingly, Cameron County is seeking to contract with a qualified agency to provide these services.

Please prepare five (5) sets of Proposals for review by Evaluation Team.

Respond to each requirement listed below under index labeled "SECTION C". Provide all necessary information to explain how your firm will be providing the following services in full detail.

SCOPE

Vendor shall furnish and deliver extradition services, including intrastate and interstate transportation, security and control of prisoners, as specified, for the Sheriff's Department, various locations, for a period beginning **on February 9, 2020 and ending February 8, 2021** with a second year renewal option and a third year renewal option. For information concerning specifications, contact **Mike Lienart at 956-554-6700**. For additional proposal information, contact *Michael Forbes at 956-544-0871*.

RENEWAL OPTION

Cameron County may consider a renewal option for renewal once or twice with each renewal being a one (1) year period, based upon the same terms, conditions and pricing as the original year. Renewal is subject to approval by Cameron County Commissioners Court each period. Once renewal option is exhausted, the contract must be repropose. All Annual RFP/RFQ's with a one (1) year renewal option requires that the awarded Proposer must notify Cameron County of any anticipated price increases to the current Annual RFP/RFQ (in writing) at least two months prior to the annual renewal award date. This allows the County sufficient time to plan for re-Proposing due to a vendor required price increase. If Vendor fails to notify the County it shall be assumed that there will be no price increase for the following year's award period if renewed.

Cameron County retains the option to repropose at any time if in its best interest and is not automatically bound to renew or repropose.

SPECIAL REQUIREMENTS

Proposer agrees to perform the services hereunder in accordance with generally accepted standards applicable thereto and shall comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services performed hereunder.

The method of compensation for ground transportation services provided by the proposer shall be determined on a per mileage basis. The rate per mile shall be assessed on one way ground mileage from the point of pick up to the point of drop off. Mileage shall be determined by the PC*MILER route mileage tariff I.C.C. No. ALKP-1001B.

On or about the last day of each month during the term of the contract, the successful proposer shall submit to the Sheriff of Cameron County a sworn statement for services rendered hereunder during that month. Each statement shall be in a form acceptable to the Cameron County Auditor and shall include such detail of the services and expenses as may be requested by the County Auditor for verification purposes. Said statement shall set forth at a minimum a complete description of the transportation services provided during the month (including but not limited to, "unusual incidents", medical stops, female transportees, court appearances, and applicable discounts). After receipt of a statement, the Sheriff shall review such statement and approve it with such modifications as he may deem appropriate and, thereafter, forward the statement with any modifications to the County

Auditor for payment. The County shall pay such statement, as approved by the County Auditor, within thirty (30) days after approval of said statement by the County Auditor.

Proposer shall show all appropriate costs on the proposal sheet, whether specifically requested or not. Only those costs shown on the RFP sheet, and confirmed by purchase order, shall be paid.

GENERAL SPECIFICATIONS (CONTINUED)

All offerors are to propose a not-to-exceed cost per mile fee for transporting subjects. However, as the individual trip assignments become available, the contractor will be contacted for firm pricing prior to commitment. Cameron County reserves the right to perform those trips in-house which would realize a savings to Cameron County or is determined to be in the best interest of Cameron County to perform in-house.

In addition to the above, provide your not-to-exceed fee schedule per road mile per prisoner for one (1) or multiple prisoners to include cost for male and female subjects. Also include your minimum trip charge and any additional charges that may apply.

General Provisions

At Cameron County's request, the contractor shall assume custody of prisoners committed to the custody of the Sheriff's Department (hereafter referred to as "the Department") and provide intrastate and/or interstate transportation of said prisoners to and from locations designated by the Department.

In assuming custody of such prisoners, the contractor shall assume the responsibility for security and control of prisoners in a professional manner and in accordance with the Department's written policies and procedures, and such policies, procedures and directives as may be promulgated in the future regarding the use of force and the security and control of prisoners. In the event there are no written policies or procedures, the contractor shall follow reasonable and customary operating procedures. The contractor must comply with all federal, state, local regulations as they pertain to contractor's services and contractor's employees.

The contractor shall report unusual incidents, emergencies and/or controversial situations which arise in the performance of their services to the Department in accordance with the Department's directives. For the purpose of definition, "unusual incident, emergency, or controversial situations" includes, but is not limited to, any act of violence by a prisoner or other passengers, any escape or attempted escape of a prisoner, or any other breach of security, any excessive delay in the transportation of a prisoner, any medical condition of a prisoner or other passenger requiring emergency medical treatment, any mechanical failure that would normally require formal reports to the cognizant regulatory agency, and any refusal of law enforcement agencies to release a prisoner to the contractor as authorized or directed by the Department.

The contractor shall assume custody of such prisoners from authorized agents of the Department, at the location of incarceration determined by the parties to be suitable for such purpose, to transport such prisoners to their destination or other specified location. Upon arrival, the contractor shall surrender custody of such prisoners to the Department or to the law enforcement agency as designated by the Department. The Department shall have the right to cancel its pick up order within twenty-four (24) hours after placing the order. Any other cancellation may be made only with the consent of the contractor.

In the event of delays in delivering prisoners to the specified destination, whether or not beyond the contractor's control, including inclement weather or mechanical malfunctions, the contractor shall provide for all prisoner costs, except medical, related to such delays, including, but not limited to, food and lodging.

Refusal and/or Inability to Transport

The contractor shall have the right to refuse to transport any individual whose condition or behavior, in the opinion of the driver, would be detrimental or dangerous to the safety of the vehicle or its passengers. In the event the driver refuses to transport any such individual, the Department shall be notified immediately, prior to leaving the pick up location, and there shall be no charge to the Department.

If, upon arrival at the holding agency, the contractor learns that the prisoner has a contagious disease which was unknown to the contractor and the Department, the contractor shall immediately contact the Department for further instructions, and if the prisoner is transported, transport will be made in such a manner as to ensure the well being of all other occupants. If the prisoners cannot be transported, the Department may be subject to a penalty charge, as quoted by the contractor and shown on the RFP sheet. This penalty charge shall also apply if upon arrival at the holding agency, the contractor learns there is no prisoner to transport due to circumstances beyond the control of the contractor and/or the Department.

Training

All employees of the contractor involved in the pick up and transportation of prisoners shall have a police and/or corrections background or have successfully completed a training program that focused on the proper use of restraining devices, self-defense, etc., necessary to perform the duties specified herein. A copy of the training materials (courses) must be submitted with the proposal.

Identification

All employees of the contractor involved in the pick up and transport of prisoners shall be required to dress in a professional manner. The employees shall be required to wear a uniform bearing the company logo. Street/casual clothes (i.e., jeans, T-shirts with popular printed material, sandals, "flip-flops", etc.) shall not be acceptable. The holding authority may not release the prisoner(s) if proper attire is not worn by the contractor's employees, and the contractor shall not be compensated for the trip.

All employees of the contractor involved in the pick up and transportation of prisoners shall carry identification ("ID") that indicates information including, but not limited to, the company name, employee name, photo, etc.. This "ID" must be presented and/or displayed properly when requested by the holding agency prior to the release of any prisoner.

Subcontractors

Subcontracting of any services specified herein shall not be acceptable. Any contractor responding to this proposal who proposes to utilize a subcontractor shall not be considered during the proposal evaluation and/or award process.

Vendor's Qualifications

The contractor shall be required to meet the following minimum requirements:

1. The proposer shall have been in the business of transporting interstate and/or intrastate prisoners for a minimum of four (4) years.
2. The proposer shall have in place and operational a ground transportation system which operates seven (7) days per week, three hundred sixty-five (365) days per year, twenty-four (24) hours per day.
3. The proposer shall have a minimum of twenty (20) vans as described herein.
4. The proposer shall provide three (3) references for whom they have provided similar services as specified herein, with the last twelve (12) months.
5. The proposer shall provide a copy of the certificate issued by the Interstate Commerce Commission, which gives the vendor authority to operate as a common carrier.
6. The proposer shall provide documentation to show that each transportation agent has received complete training in all phases of prisoner transport, and is properly licensed in accordance with all state and federal requirements for handling prisoners.
7. Cameron County prefers that the proposer has provided a minimum of five hundred (500) prisoner transports during the past twelve (12) months.
8. The contractor shall provide a twenty-four (24) hour, seven (7) days per week, communication system for access of agency decision makers.
9. The contractor must be licensed and qualified to do business in all fifty (50) states.
10. All contractor agents must be qualified with weapons, have experience in these services and the use of deadly force.

Vehicles

The contractor shall provide a minimum of twenty (20) vans properly equipped to transport prisoners. The vehicles shall be in good operating condition, and all necessary maintenance and repairs will be the responsibility of the contractor. The vans shall be modified to:

1. separate and safety secure the driving team from the prisoners;
2. not allow doors and windows to be opened from inside the prisoner compartment;
3. have welded, steel screens covering windows;
4. be equipped with some form of mobile communications equipment (i.e., radio, telephone, etc.);
5. have an operational heater and air conditioner for the entire vehicle; and
6. be compartmentalized to separate male and female prisoners.

Insurance

The contractor shall maintain the following insurance coverage and shall name Cameron County as being an additionally insured party on the policies. Certificates of coverage, with a twenty (20) day cancellation clause, shall be on file and available to the Department upon request. Cancellation of coverage shall be grounds for termination of the awarded contracts.

1. Comprehensive General Liability: Coverage for professional/law enforcement liability in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence. General liability to specifically include civil rights and physical assault, including rape.
2. To be in compliance with the FMCSA, vendors are required to carry Automobile Liability:

If transporting in a vehicle rated for 15 passengers or less, minimum coverage of one million five hundred thousand dollars (\$1,500,000) per occurrence combined single limit for automobile liability and property damage; and/or: If transporting in a vehicle rated for 16 passengers or more, minimum coverage shall be five million dollars (\$5,000,000) per occurrence combined single limit for automobile liability and property damage.
3. Worker's Compensation Insurance: Coverage in an amount not less than One Hundred Thousand Dollars (\$100,000.00) or the state-mandated limit per occurrence with all states endorsement types.

TERM CONTRACT

**STATE OF TEXAS
COUNTY OF CAMERON**

Whereas, the Cameron County Commissioners Court did on _____ award to _____ a contract for furnishing Extradition Services for Prisoners for the Sheriff's Department in quantities and at the prices therein set out;

and

Whereas, it is now desired to enter into a written contract in accordance with said RFP and order.

Therefore, Know all men by these presents, this contract today is entered into by Cameron County, hereinafter called County and the undersigned proposer, herein called "Contractor".

Witnesseth, that in accordance with the attached specifications in every particular, the Contractor will make deliveries in accordance with the terms thereof, and the County agrees to make payment for items purchased on appropriate purchase orders duly approved by the County Auditor in accordance with the terms of said specifications which are made a part of this contract as though the same are duly written herein.

IN TESTIMONY WHEREOF: witness our hands at Brownsville, Texas; this the ____ day of _____, 20__.

Eddie Trevino Jr.
County Judge

Contractor

BY: _____

CLERK'S CERTIFICATE

The above and foregoing contract was submitted to the Commissioners Court and duly approved by it on _____, as shown as Agenda Item # _____, in the Minutes of said Court.

County Clerk

CAMERON COUNTY AUDITOR'S

CERTIFICATION OF FUNDS

STATE OF TEXAS
COUNTY OF CAMERON,

WHEREAS, the Cameron County Commissioners Court did on _____ award to
_____ an RFP for furnishing _____ in
quantities and at a price therein set out; and

WHEREAS, it is now desired to certify the availability of funds in accordance with said RFP and order.

THEREFORE, know by all that funds necessary to fulfill this complete RFP are available as necessary to make
payments for any purchases related to proposal.

IN TESTIMONY WHEREOF: Witness our hands at Brownsville, Texas, this day

(date)

Cameron County Auditor