



**CAMERON COUNTY
PURCHASING DEPARTMENT**

INVITATION TO BID

BID NUMBER: # 1425

BID TITLE: FIRE ALARM SYSTEMS INSPECTIONS, & MAINTENANCE REPAIRS

DATE DUE: MAY 28, 2014

DUE NO LATER THAN 10:00 A.M.

Bids/ RFP's / RFQ's will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3rd Floor – Room # 345 at 10:01 a.m. (as per Purchasing Dept. time clock) on deadline due date.

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

Please return ORIGINAL ONE (1) bid in sealed envelope. Be sure that return envelope shows the Bid Number, Description and is marked "SEALED BID".

RETURN BID 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 contact: Mike Forbes or Beverly Findley at (956) 544-0871, E-mail: mforbes@co.cameron.tx.us or purchasing@co.cameron.tx.us

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

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

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

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

Print Name: _____ Signature: _____

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

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

BIDDERS SHOULD SEND A REPRESENTATIVE TO THE SPECIFIC BUILDING LOCATION TO REVIEW (STUDY) THE BUILDING AND CONDITIONS FOR THE CATEGORY AND SYSTEM THAT THEY ARE BIDDING ON.

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

CHECK LIST

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

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

Attachments

- Attachments A, B, C, D, E, F, G, H**
Be sure to complete these forms and return with packet.
- Bid Guaranty & Performance Bond Information & Requirements**
This form applies only to certain bids/proposals. All public work contracts over \$25,000 require a Payment Bond and over \$100,00 must also have a Performance Bond in a form approved by the County. Please read carefully and fill out completely.
- Minimum Insurance Requirements**
Included when applicable
- Worker's Compensation Insurance Coverage Rule 110.110**
This requirement is applicable for a building or construction contract.
- Financial Statement**
When this information is required, you must use this form.

Other - Final Reminders To double check before submitting BID/RFP/RFQ

- Is your bid sealed with bid #, title, Bidder Name, & return address, on outside?
- Did you complete, sign and submit page 1?
- Did you complete and submit attachments A,B,C,D,E , F, G, H ?
- Did you provide the number of copies as required on the cover page?
- Did you visit our website www.co.cameron.tx.us/purchasing/specs_notices.htm for any addendums?

If not interested in Bidding please let us know why by feedback at: www.co.cameron.tx.us/purchasing/feedback.htm

INSTRUCTIONS FOR SUBMITTING BIDS

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 "Bidders") on behalf of Solicitations including, but not limited to, Invitations to Bid and Requests for Quotes.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples. Prior to returning your sealed bid response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing web http://www.co.cameron.tx.us/purchasing/specs_notices.htm Addendums Column (updated Addendums). These Addendums must be signed and returned with your bid in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. 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 bid is complete, and double check your bid 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 bidder 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 bid NOT MEETING the Minimum Requirements specified will be rejected.

GOVERNING LAW: This invitation to bid is governed by the competitive bidding 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 Bid, the Change(s) and addition(s) will be forwarded to all bidders 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 / RFP / RFQ will not apply.

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

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/Forms/conflictinterest.pdf>

DISCLOSURE OF INTERESTS:

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

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

can be downloaded at the following web site:

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

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

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

SUCCESSFUL BIDDER WILL BE NOTIFIED BY MAIL. All responding bidders will receive written notification regarding the outcome of the award.

OPEN RECORDS ACCESS TO ALL INFORMATION SUBMITTED. All information included will be open to the public, other bidders, 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 bid package.

PLEASE NOTE CAREFULLY

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

1. Each bid shall be placed in a separate envelope completely and properly identified with the name and number of the bid. Bids must be in the Purchasing Department BEFORE the hour and date specified.
2. Bids **MUST** give full firm name and address of the bidder. Failure to manually sign bid will disqualify it. Person signing bid should show **TITLE** or **AUTHORITY TO BIND THE FIRM IN A CONTRACT**.
3. Bids **CANNOT** be altered or amended after deadline time. Any alterations made before deadline time must be initiated by bidder or his authorized agent. No bid 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 BID.** 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 bid invitation is descriptive-NOT restrictive-it is to indicate type and quality desired. Bids on brand of like nature and quality will be considered. If bid 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 bid. If bidder 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 bidder on request, at his expense. Each sample should be marked with bidder's name, address, and County bid number. **DO NOT ENCLOSE OR ATTACH SAMPLE TO BID.**
7. Written and verbal inquires pertaining to bids must give Bid Number and Company.
8. NO substitutions or cancellations permitted without written approval of Director of Purchasing.
9. The County reserves the right to accept or reject all or any part of any bid, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total bid. 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-bid at any time if in its best interest and is not automatically bound to renewal or re-bid.
10. Bid unit price on quantity specified – extend and show total. In case or errors in extension, **UNIT** prices shall govern. Bids subject to unlimited price increase will not be considered.
11. This is a bid inquiry only and implies no obligation on the part of Cameron County.
12. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by County.
13. Partial bids will not be accepted unless awarded by complete category or line item.
To be awarded as one award for all of Categories A,B,C,D, and F, combined award group 1, E & G – combined award group 2, H separate award 3 .
14. It is expected that the bidder will meet all state and federal safety standards and laws in effect on the date of the bid for the item(s) being specified, and the particular use for which they are meant.

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

PURCHASE ORDER AND DELIVERY: The successful offeror shall not deliver products or provide services without a Cameron County Purchase Order, signed by an authorized agent of the Cameron County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications.

This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Cameron County without prejudice to other remedies provided by law. **Where delivery times are critical, Cameron County reserves the right to award accordingly.**

NO PLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may seasonably notify Buyer of their intention to cure and may then make a conforming tender within the contract time but not afterward.

PLACE OF DELIVERY: The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in clause 20, "Modifications", hereof. The terms of this agreement are "no arrival, no sale".

DELIVERY TERMS AND TRANSPORTATION CHARGES: Bid must show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. A five day difference in delivery promise may break a tie. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bidder list.

An accurate delivery date must be quoted on the "Bid Form". When there are various items, a delivery date must be included with each item quoted. Freight and shipping charges to Cameron County must be included in the bid price. Final location will be supplied to the vendor on award of bid, F.O.B. destination. Delivery locations will be: Various County Building locations. Delivery days after receipt of order (ARO). Specify all (various) dates by categories or item if different _____.

If delay is foreseen, contractor shall give written notice to Director of Purchasing. The County has the right to extend delivery date if reasons appear valid. Contractor must keep County advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorized the County to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.

Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless otherwise noted in bid.

VARIATION IN QUANTITY: The County assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

SHIPMENT UNDER RESERVATION PROHIBITED: Seller is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.

TITLE AND RISK OF LOSS: The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

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

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

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

TESTING: Cameron County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

SPECIAL TOOLS AND TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

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. 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 but 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.

Bidder shall submit two (2) copies of an itemized invoice showing bid 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 bid 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 BID in excess of the amounts quoted.

CAMERON COUNTY, TEXAS - BID SPECIFICATIONS
14/15 ANNUAL BID # 1425
FIRE ALARM SYSTEMS INSPECTIONS, & MAINTENANCE REPAIRS

Cameron County is soliciting bids for **Service Maintenance Inspections & Repairs Agreement** covering its **FIRE ALARM SYSTEMS INSPECTIONS, and MAINTENANCE REPAIRS** and to be used by the **Building Maintenance Department** for 14/15 beginning on July 3, 2014 through July 2, 2015, with mutually agreed option to renew **twice for one (1) additional year with each renewal** - prices and all terms remaining constant, based upon Commissioners' Court's final approval.

Payment will be made by Cameron County on original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery (to internal locations and floor), installation, and set-up costs, if applicable and if previously agreed to. The invoice should include the model, serial number, and the location of the Fire Alarm System. Only charges as stated on the Price/Delivery sheet(s) submitted as part of the bid will be considered.

Reports may be requested and Cameron County reserves the right to request and receive these reports at no additional cost, at the completion of each inspection. A usage report should detail the products and/or services furnished to date under the contract resulting from this Bid. The reports must be furnished no later than fifteen (15) working days after written request and itemize all services provided to each Cameron County Location, description of items purchased, manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

Michael Forbes
Purchasing Agent

FIRE ALARM SYSTEMS INSPECTIONS, & MAINTENANCE REPAIRS

I. GENERAL

It is the intent of these specifications to describe the minimum requirements for Fire Alarm System Inspections & Repairs Maintenance, in sufficient detail to secure comparable bids.

The contract will be in effect from **July 3, 2014 through July 2, 2015 with an option to renew for two additional one year terms** at the discretion of the Cameron County Commissioners Court. Prices must remain firm during contract period.

Each bidder shall be held to have examined the areas and premises under consideration and confirm he fully understands these specifications and the County's needs and satisfies himself that he is cognizant of all factors relating to requirements contained in these specifications. This shall be done in the presence of an authorized County representative.

Each bidder shall examine all contract documents, noting particularly all requirements which will affect his work in any way. Failure of the bidder to fully acquaint himself with the amount and nature of the work required to complete his work will not be considered subsequently as a basis for any extra or additional compensation. This is a fixed sum contract. **Inspection arrangements can be made by contacting the Director of Facilities, Marcelino Ibarra, at (956) 544-0823 for all buildings. George Garcia for all County Jails & Detention Facilities (956) 554-6700.**

Should a bidder find discrepancies in, or omissions from, the documents or should he be in doubt as to the meaning, he should at once notify the County who will send written instructions to all bidders. Any such written instruction will be considered as an integral part of this bid package. The County will not be responsible for any verbal instructions.

The wording of this specification/agreement shall be retained throughout, without change, alteration, or addition. Should the bidder submit a bid not in compliance with this article, that bid shall be considered void.

The bid analysis will include compliance to bid specifications, past performance with vendor, warranty, references and the overall cost to Cameron County. Cameron County reserves the right to consider deviations from these specifications.

Award of contract and any subsequent renewals will be contingent on availability of Cameron County funds.

References shall be included on this bid from. Three current customers with a comparable purchase shall be listed with complete name, address, telephone number and contact person.

Bids must be submitted on this form and the bidder shall return the entire bid/specification package which will constitute a contract equally binding between the bidder and Cameron County if accepted by the Commissioners Court of Cameron County, Texas. Each bid shall be placed in a sealed envelope, manually signed in ink by a person having the authority to bind his firm in a contract.

This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either part with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Cameron County reserves the right to award cancelled contract to next lowest and best bidder as it deems to be in the best interest of the county.

Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This however, shall in no way be construed as negating the basis for termination for non-performance.

All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Cameron County Commissioners Court reserves the right to accept any and all or none of the exception(s)/substitutions(s) deemed to be in the best interest of the county.

It is expressly understood and agreed that in case Cameron County should need any item(s) not available within the time frame needed from the successful bidder during the term of this Contract, Cameron County reserves the right to purchase these items

from other than the successful bidder and shall not be in violation of any terms or conditions of said Contract. Further, Cameron County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

No money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Funds for payment have been provided through the Cameron County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Cameron County fiscal year shall be subject to budget approval.

II. CONTRACTOR QUALIFICATION:

To ensure a high level of reliability in the procurement process, it is the desire of the County to do business with stable and established firms. Accordingly, vendors will be examined with respect to their ability to meet County needs over the contract term. Vendor qualification criteria include:

- 1) Length of time in business. Contractor must have been in business under its current name and in its current form (e.g., proprietorship, Chapter S Corporation) for no less than three (3) full years. State number of years
- 2) General business qualifications (i.e., federal, state and city requirements, length of time in service, etc.), including sample log forms, inspection forms, accreditation forms, certification forms, scheduled service and repair forms. Submit sample of forms.
- 3) Demonstrated ability to provide required products/services, including a copy of all local contractor's licenses and certificates qualifying and authorizing contractor to perform this type of work. Submit with bid.
- 4) **Proven ability, certified and licensed to both inspect, repair and replace Fire devices and Components and Systems bidding on and meet City and State Fire Code.**
- 5) Ability to comply with the County's proof of delivery and invoicing policies.

The County interprets "best bid" as that bid which best supports its overall needs, taking into consideration price, quality of service, response time, etc. and other factors deemed advantageous to the County and/or its patients.

III. CONTRACTOR'S RESPONSIBILITIES:

Contractor shall use trained men directly employed and supervised by him. They must be qualified to keep the equipment properly maintained.

The contractor shall maintain on the County's premises the manufacturer's repair procedures and complete parts list for all equipment to be maintained (and demonstrate this possession in written form to the County within thirty (30) days from award of contract). If obsolete, the contractor shall demonstrate same in writing verified by original manufacturer.

Contractor will provide customer with a stock of spare parts to be housed on the premises.

QTY. STOCK # DESCRIPTION

4 2098-9636 Smoke Detectors
4 2098-9438 Heat Detectors
4 2099-9201 Pull Stations
4 2098-9648 Duct Detectors

The contractor or his representative shall report to the County or his representative daily when on the job. The contractor is required to check in and check out each time the contractor enters or exits the facility in accordance with subsequent arrangements with the County's representative.

Typed reports by the contractor, on a quarterly basis, are a requirement of this agreement. These may take the form of standard inspection forms utilized by the contract if these forms clearly and specifically indicate which devices and equipment have been inspected/cleaned/tested and which portions or areas of the facility have been inspected. Should unusual situations occur or if equipment/devices/circuits be taken out of service or be inoperative, a supplemental (typed) explanation is required. A complete maintenance log will be kept on the County's premises and will be the property of the County.

The contractor shall render priority service to the County to perform all emergency and ordinary services as a condition of this contract.

The contractor shall inspect the equipment before bidding and include in the cost of the bid the replacement or repair of any, equipment covered by this agreement which is inoperative, in need of repair, or at the end of its useful life. The contractor will maintain such equipment, and shall be responsible for all repairs or replacements. This advisement is part of this agreement and all repairs are to be completed within thirty (30) days after award. The contractor shall include in the bid any work

outside the scope of this agreement that needs to be done (defective or damaged wiring, power wiring, renovations, replacement of equipment beyond its economic or useful life, and alterations to improve their system). This shall be done in writing and will be considered as an extra to the original contract if approved by the County.

The contractor shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, creed, color, unrelated disability, national origin, or for any other reason that is not work function related.

If for some unknown reason or reasons, equipment must be taken out of service for an extended period, the County shall be notified immediately of the delay, the duration of the delay, and the measures being taken to put the equipment back in service.

When it becomes necessary to disconnect any device, the contractor must notify the County's authorized representative and any other entity as required by code, law or regulation of the contractors' intention and plan to do so and receive proper written approval to proceed. When the devices, initiating circuits, signal circuits, and/or interlock circuits are put back in proper service the contractor shall notify the County's representative and any other entity as required by code, law, or regulation of this occurrence.

If the contractor is unable to restore or if he discovers any of this equipment (circuits, etc.) to be inoperative, the contractor shall notify the County's representative. All of these notifications shall be prompt and if the contractor cannot locate the County's representative prior to the contractor leaving the job site, the contractor shall leave a written explanation, using the appropriate form as per item III. e above, of the situation in such a manner that it will be called to the attention of the County's representative promptly upon his return.

The contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as shown or specified. Applicable sections of the State and Federal Law shall apply to all contracts entered into in connection with this work.

The contractor will comply with item VII below and will include the HCHD engineering department's review and approve of the contractor's maintenance and test schedule prior to inclusion of the schedule in the bid package.

The contractor will comply with the requirements of the current edition of Chapter 8, section 8-3.4.2 (a), (b), (c), (d), and (e), of NFPA 72E.

IV. COUNTY'S RESPONSIBILITIES:

The County shall be responsible for the costs of all pre-approved repairs and reserves the right to approve or disapprove any repair not covered by this agreement. The County may, at the County's option, request written proposals for any needed repairs. The Bidder is advised to estimate the costs of any resources necessary to produce such written proposals. The County shall not be responsible for the costs of any repairs not properly approved in advance and in writing by the County. Verbal approvals will not be acceptable unless specifically indicated by the County in writing at some later date.

The County shall immediately notify the contractor of any unusual operating conditions associated with the equipment protected by this agreement.

It is agreed that the County will provide access to all devices which are to be serviced. The contractor shall be free to start and stop all primary equipment incidental to the operation of the mechanical system(s) as arranged with and directed or approved of in advance by the County.

The County shall have authority to discharge and remove from the bidding projects and at any time from the contract work any employee of the contractor who shall be found incompetent or in any way detrimental to the best interests of the work. An explanation, written or other wise, to the contractor will not be provided by the County, unless the County elects to do so following any such incident.

The County shall not be liable for any loss, delay, injury, or damage, whether direct or consequential, that may be caused by conditions beyond the County's direct control including, but not limited to, acts of government, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, floods, and other "acts of God".

IV. SPECIFICATIONS:

Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. In the event that any equivalent version is proposed, prospective bidders are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the bid for further consideration. If bidding on other than model or type or design referenced, bidder must be prepared to make proposed equipment available in a convenient location for inspection, and/or demonstrate the merits of the item by means acceptable to Cameron County within ten (10) days after a written request is submitted by Cameron County to the bidder, so the equipment can be adequately evaluated. Failure to comply with this requirement shall be considered just cause for rejection of a bid from further consideration. Final determination of equivalency will be determined by Cameron County.

The apparent silence of the specifications as to any detail or to 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. All interpretations of these specifications shall be made on the basis of this statement.

Bidders may bid on all or any part of this bid. The County reserves the right to accept or reject all or any part of any bid and award by part or total bid.

SPECIAL TERMS:

I. GENERAL

- A. Intent: Fire Alarm Systems shall be serviced and repaired to provide safety, reliability, and comply with all applicable city, county, state and federal codes. The Contractor shall provide qualified, factory trained service personnel to perform all maintenance and repairs. Personnel shall be Fire Alarm System constructor mechanics, as determined by the Industrial Commission of Texas, Fire Alarm System Safety Inspection Section of OSHA, in the direct employment of the contractor.
- B. Vehicles and Personnel must be properly identified entering Cameron County facilities. The Fire Alarm System Company will provide a complete list of names (including supervisors) who may be servicing Fire Alarm System equipment.

II. REQUIRED SERVICES:

Testing to be done after hours and weekends. The repair services, except for emergency services, are to be achieved during regular building hours, 7:00 a.m. to 5:00 p.m., Monday through Friday, except County holidays. When equipment requires immediate shutdown due to emergency/life safety, the Contractor shall immediately notify the Director of Public Facilities or designee of the action taken.

A. These specifications cover the regular and systematic inspection of each of the listed Fire Alarm Systems. During the inspection visit, the contractor shall clean, adjust and lubricate the equipment as specified below, determine the nature and extent of any trouble, make all repairs required to restore the Fire Alarm Systems to satisfactory service and furnish and install all parts required. All equipment materials and installation shall conform to the most recently adopted edition of the following codes:

- ASME/ANSI, – The American National Standard Safety Code for Fire Alarm Systems.
- ASME/ANSI, – For Fire Alarm Systems, Inspector’s Manual.
- NFPA 72 (Fire Alarm) NEC 70 Article 760 (Wiring)

B. The contractor shall examine safety devices periodically and conduct an annual tests. These tests shall be designated and overseen by the ICA/OSHA Fire Alarm System Safety Inspection. These tests shall comply with the requirements of the American Standard Safety code. All testing shall be such as to permit annual licensing by the jurisdiction having authority. This includes performing **all** safety tests as required by the American Standard Safety Code of Fire Alarm Systems.

III. SAFETY REQUIREMENTS:

A. In the performance of this contract, the contractor shall take such safety precautions as the Director of Public Facilities, Safety Inspector, requires or his/her designee may determine to be reasonably necessary to protect the lives and health of occupants of the building. The Supervisor or his/her designee will notify the contractor of any noncompliance with the foregoing provisions and the action to be taken, The contractor shall after receipt of such notice immediately correct the conditions to which attention has been directed. Such notice, when served on the contractor or his/her representative at the site of the work, shall be deemed sufficient for the purpose aforementioned.

B. The contractor shall examine safety devices semi annually per ICA/OSHA requirements. These tests shall be designated and overseen by the ICA/OSHA Fire Alarm System Safety Inspection. These tests shall comply with the requirements of the American Standard Safety Code for Fire Alarm Systems and shall be witnessed by the City’s Safety Inspector. All testing shall be such as to permit annual licensing by the jurisdiction having authority. This includes performing all safety tests as required by the American Standard Safety Code of Fire Alarm Systems.

The contractor shall train selected County employees on how to evacuate people from a stalled Fire Alarm System in order to eliminate emergency calls. The contractor shall state proposed training and submit with bid package.

C. All Fire Alarm Systems must be inspected semi annually and repaired as required. Semi Annual inspection service personnel must check in and out with the Director of Public Facilities. The contractor(s) shall make an appointment with the Director of Public Facilities for the semi-annual inspection to qualify for Texas Inspection Certificate. A Check-in log book shall be established upon commencement of contract. A regular repair date shall be established after award of contract(s). This will allow for a County employee to observe when necessary.

IV. FURNISHING AND INSTALLING ALL PARTS/MATERIALS

A. The contractor shall furnish and install all replacement parts required to include those that may be required by federal, state or local entities. The Contractor shall be responsible for the selection of materials and parts which the manufacturer recommends as being most suitable.

B. The Contractor is to maintain a supply of, or have immediately available from the manufacturer, spare lending and replacement parts.

C. Replacement parts must be on hand locally to insure minimum down time.

D. Must furnish for a period of 12 months all labor, equipment, and supplies necessary to inspect, clean, adjust Fire Alarm Systems and to replace defective parts in accordance with all the terms, conditions, provisions and specifications in this bid.

ALL BATTERIES WILL BE REPLACED YEARLY - ONCE EACH YEAR AND INCLUDED IN THE BASE BID PRICE

V. RESPONSE TIME

A. In the event of the failure of any Fire Alarm System to operate properly, the County will notify the contractor and **request immediate repair**. For this purpose, the contractor shall maintain at all times office facilities, telephone and personnel to promptly dispatch competent mechanics to repair any reported Fire Alarm System.

B. The Contractor shall attend to all emergency calls within sixty (60) minutes following notification. Continued failure to respond promptly or to provide competent service will be cause for the County to cancel the contract.

VI. WRITTEN REPORTS:

A. Report of Inspection:

The contractor shall furnish a written report 30 days after award of contract and quarterly thereafter to the Director of Public Facilities or his/her designee.

B. Records and Reports:

1. Contractor shall keep an approved copy of all work schedules on display in the respective Fire Alarm System equipment room. The schedules will be maintained throughout the year and will be used as a guide and checklist by the service man who shall initial this form when scheduled inspections are performed.

2. Contractor shall display and maintain an accurate and complete log of all work performed in addition to routine inspections. The log, which shall also be kept in the equipment room, shall include emergency call back service describing the nature of all complaints and their resolution.

VII. MATERIALS TO BE FURNISHED:

A. All parts, supplies and tools necessary to perform the work described above shall be furnished by the contractor and shall be as recommended by the manufacturer of the equipment.

B. Stock of Replacement Materials:

The contractor shall keep on hand an adequate supply of: switches and relay components.

Contractor shall certify that microprocessors and other special parts, not stocked locally, can be delivered within 24 hours should emergency conditions warrant or provide documentation to the agency verifying the reason for delivery later than 24 hours. Any such deliveries shall, however, be at no additional cost to the County of Cameron.

C. A 60-minute response time is required for call back service when an emergency exists or when all of the passenger Fire Alarm Systems in a building are inoperative.

D. Emergency Defined: Fire Alarm System emergencies are defined as a situation in which injury or loss of life is eminent or the County of Cameron could lose a substantial amount of money if the situation is not corrected.
WHEN TRAINED COUNTY PERSONNEL ARE UNABLE TO REPAIR THE FIRE ALARM SYSTEM CONSTITUTES AN EMERGENCY.

ALL BATTERIES WILL BE REPLACED YEARLY - ONCE EACH YEAR AND INCLUDED IN THE BASE BID PRICE

VIII. EQUIPMENT PERFORMANCE STANDARDS:

- A. Contractor shall perform all safety tests as required by American Standard Safety Code for Fire Alarm Systems.
- B. General: The contractor shall maintain the system in accordance with the original contract settings. If the actual performance of the Fire Alarm System does not correspond with the original contract settings, the contractor shall adjust to meet standards or as described.
- C. Performance Criteria: The Fire Alarm Systems shall be adjusted to meet the following performance standards and shall maintain these standards for the term of the contract.

IX. AGENCY ASSURANCES:

- A. Designate a representative to communicate with and receipt instructions from the contractor.
- B. The representative or his designee will notify the contractor promptly of any Change in the usual operating conditions.
- C. The Supervisor or his designee will provide reasonable mean access to equipment.
- D. The supervisor or his designee will not make additions, alterations, repairs, or adjustments to the system without notifying the contractor in advance.
- E. The Supervisor or his designee will report to the contractor in writing any apparent lack of maintenance service, complaint or deficiency in the performance of the service.

X. TERMINATION OF CONTRACT:

Cameron County reserves the right, to place the contractor on probation for failure to meet the minimum quality or performance standards set forth in this Bid and in the final contract. The contractor, having been placed on probation, will have a period of one month to cure the deficiencies leading to probation. Failure to cure the deficiencies as noted will result in termination of contract. Under such conditions of termination, the vendor shall not be entitled to damages nor compensation beyond payment for services rendered in accordance with the contract.

The County shall cancel the contract without suffering either penalty or liquidated damages if, in the judgment of the County, the health or well-being of any County employees, physician, patient, or visitor is placed at risk through the contractor's discharge of his obligations under a contract resulting from this Bids, whether or not any injury or death actually occurs, and irrespective of whether such exposure results from the action or lack thereof on the part of the contractor or any of his representatives, and irrespective of whether any negligence is involved.

The County reserves the right to cancel the contract, without any penalty upon providing contractor with thirty (30) days notice.

XI. CONTROLS:

Most Cameron County Fire Alarm Systems have solid state micro-processor type controls, and the contractor(s) must be able to repair/replace with the same or approved equals.

Name: _____ Authorized Signature _____
(Print)

Title _____ Phone: _____ Fax: _____

Address: _____

_____ Date _____

SPECIFIC INSTRUCTIONS AND REQUIREMENTS

SECTION I INSPECTIONS SERVICES REQUIREMENTS SCOPE OF WORK

It is the intent of this specification to obtain firm pricing for periodic maintenance and service for Simplex Fire Alarm Systems the County listed as "EXHIBITS" for a period of one (1) year. The anticipated contract period will begin **July 3, 2014 through July 2, 2015**, or until all services ordered prior to the ending date have been satisfactorily delivered. If you need additional information, contact **Marcelino Ibarra, at 956 544-0823 or for (County Jails & Detention Facilities) George Garcia at 956-554-6700.**

The selected bidder will be responsible to assure that the Life Safety/Fire protection Detection Systems serving the facility are properly inspected, tested and maintained on a regular periodic basis. The proper and reliable operation of the system and the protection of the facility occupants are of primary concern to the County in entering this agreement. Extensions to the useful life of the system(s) and the most cost effective total life cycle cost of the system(s) are also considerations. It is further intended that appropriate documentation of the system(s) and the maintenance it receives is created and retained by the County.

PROJECT DEFINITION:

Provide scheduled maintenance as outlined on the attached schedules. In order to be in compliance with the specification, each procedure must be performed on each applicable piece of equipment at the frequency shown in the clarification to bidders. Do not deviate from the required frequency or procedures. Contractor will provide a maintenance and test schedule that test 100% of the system each Inspection for each HCHD facility in the bid proposal. **Testing is to be done semi annually with the two semi annual test providing coverage of 100% of the entire system each time.** The schedule shall provide for complete testing of 100% of each floor per facility per Inspection and test. It should be noted that this schedule provides for semi annual maintenance and testing of specific portions of the system such as the central alarm device, etc.. The system items that will be tested during each semi annual test will be enumerated by the contractor in their proposed test schedule. Procedures with any notation indicating "as applicable", etc. are to be performed if the piece of equipment in question has any such need for the procedure. It is not the contractor's option to perform a procedure if the referenced component exists. **Testing to be done after hours and weekends.** The contractor is required to perform the procedure. Instructions to "check" and/or "log" are to be taken to mean a thorough, systematic, and documented investigation. Simple comments such as "system ok" will not be accepted.

A typed scheduled maintenance report shall be provided for each maintenance visit. The report shall show equipment worked on, and all parts repaired or replaced during that visit, and which procedures were done that visit. When all tasks have been completed, it must be signed by the County and a copy left with the County.

A repair record will be made out for each instance of repair or call for service. The record will show the nature of call, repairs made, material used, parts repaired, and labor used. Each repair record must be signed by the County and a copy left with the County.

During the term of the agreement, contractor shall, coincidental with services being provided, furnish to the County the following:

- 1) A brief summary of detection and notification strategy versus actual performance in the facility, and any suggested changes or improvements not covered by the agreement for the County's information and consideration.
- 2) A brief summary or recommendation of any system modifications that might prove beneficial to the County will be provided to the County.

The scope of this work shall include the necessary labor, material, tools, and test equipment to accomplish the following with regard to the covered systems defined herein and identified.

Base Bid - All equipment listed for:

- 1) Scheduled periodic Inspection of devices such as fire dampers, flow switches, sprinkler valves, elevator recall relays, halon trigger relays, etc.
- 2) Cleaning Services of detectors (space and duct) at the shown frequencies.
- 3) Maintenance & Repair.
- 4) Systematic testing of initiating, signaling, and interlock zones
- 5) Reporting – provide written reports of all inspection results as recognized by State and Local Fire Marshal, and most major insurance companies.
- 6) Documentation

ALL BATTERIES WILL BE REPLACED YEARLY - ONCE EACH YEAR AND INCLUDED IN THE BASE BID PRICE

Contractor will TWICE YEARLY (two times each year) furnish INSPECTIONS SERVICES and certain other services on the listed Fire Alarm System equipment.

Contractor shall use trained men directly employed and supervised by him, qualified to keep the equipment properly adjusted, and they will use all reasonable care to maintain the Fire Alarm System equipment in proper and safe operating condition. Unless otherwise stated below, all work covered by this Agreement shall be performed during regular working hours of Contractor's regular working days.

Contractor shall regularly and systematically visually examine and functionally test, clean as required:

All Fire Alarm System Operating Devices and Parts—except if, as and to the extent excluded herein below.

Contractor shall hereunder - as part of Repairs Section - furnish and install necessary *service-repair type small parts* and perform minor preventative maintenance services including minor adjustments, minor repair or replacement of small service-repair type parts as and when need is discovered by him/ her on the above listed Devices and Parts. *Service-repair type small parts* are defined and understood to include signal relay springs and leads, controller fuses, etc., as well as typical sundries required for this purpose such as signal wiring eyelets, splice caps, electrical tape, etc. Contractor shall hereunder furnish all lubricants and cleaning supplies and all common hand and power tools as are normally required for performance of the scheduled Repair SERVICES and limited other repair services as defined herein above.

Contractor, without further authorization, will hereunder furnish and install necessary *service-repair type Fire Alarm System parts at additional charge for the parts* as and when need is discovered by him on the above listed Fire Alarm System Operating Devices and Parts. *Service-repair type Fire Alarm System parts* are understood to include such as control micro switches, interlock or switch replacement contacts, push button modules, contacts, signal relays and timers, and similar, etc.

Fire Alarm System Operating Devices and Parts, systems and sub-assemblies, repair kits and parts (all other than the *service-repair type small parts* defined herein above) and the necessary *service-repair type Fire Alarm System parts* (mentioned above), as well as additional supplies and bulk materials are not included in the base price and Purchaser agrees to pay Contractor additional amounts at his then current normal billing rates for all such as are required in performance of the work authorized hereunder and any additional work hereafter specifically authorized by County.

HOWEVER, any locally purchased materials gathered, machine shop-services employed, etc., by Contractor for associated work while on work time or travel time being properly billed to Purchaser shall be priced at direct invoice costs only, with NO (NONE) ADDED MARKUP.

Additional labor, travel and expenses required of Contractor by County representative rendered necessary due to any cause whatsoever—including failure or breakdown of Fire Alarm System parts due to normal wear and tear, vandalism, improper use, failure of associated equipment including the power supply, negligence, misuse or improper care by others in or about the Fire Alarm System; for false calls; or due to any other cause under or beyond our control—shall not be included in the base price.

When and only when specifically authorized by County's representative, Contractor will furnish callbacks at any time, scheduled repairs, perform other customary services then mutually agreed to. Purchaser agrees to pay Contractor additional amounts at their then current regular or overtime hourly billing rates, etc., as they apply for all such additional services authorized and satisfactorily performed.

SEMI ANNUAL TESTS AND INSPECTION: Contractor will hereunder perform Texas State-required annual Fire Alarm System tests on all covered Fire Alarm Systems twice (2) times each year on the above described Fire Alarm Systems witnessed by a Texas Department of Licensing and Regulation (TDLR) registered qualified inspector when *scheduled and furnished directly by Purchaser*. Contractor will exercise extreme caution and care, but will not be responsible for any damage to the equipment or building occasioned by said tests. Contractor shall not be liable for any loss, damage, or delay by any cause beyond his reasonable control and in any event shall not be liable for consequential damages.

County agrees to furnish on site for Contactor's use the necessary Owners' data associated with the Fire Alarm Systems, including but not limited to original, "as built" schematic wiring diagrams, engineering layout, special diagnostic tools and adjustments data. To the extent such are not available to Contractor when needed for progress of maintenance services, adjustment, tests or repair work, Contactor shall not suffer loss of billable time and expenses consequent thereof.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, in consideration of County's performance of the services enumerated herein at the price amounts and rates stated, that nothing in this Agreement shall be construed to mean that Contractor assumes liability for damages arising from injuries to persons or property, except those directly due to the negligent acts or omissions of Contractor or its employees; and that Purchaser's own responsibility for accidents to persons or property due to the Fire Alarm Systems referred to, is in no way affected by this Agreement. Contractor shall not be liable for any loss or damage resulting from strikes, lockouts, fires, storms, or other similar or dissimilar causes beyond its control and in any event shall not be liable for consequential damages. No work, service, or liability on the part of Contractor other than that specifically mentioned herein, is included or intended.

This Service will be furnished from **award date 2014** and shall be continued to Award end date of Bid thereafter until this Agreement is terminated by thirty (30) days notice to that effect given in writing to the other by either of the parties thereto.

FIRE ALARM INSPECTION SPECIFICATIONS

REQUIRED: You are required to provide a response to each section Number listed below to be attached to your proposal package.

1. Each bidder must provide with this bid a copy of the following documents, which are issued by the State of Texas Fire Marshall's Office to perform fire alarm inspection services, and by NICET (national Institute for Certification in Engineering Technologies) for fire alarm system training and experience certification.
 - a. State of Texas Certification of Registration for fire alarm company, provide a copy of A.C.R. certificate with proposal package.
 - b. Fire Alarm Technician License for servicing technicians. All fire alarm Technicians that will be working at job site must provide a copy of their license with the bid package.

2. Vendor must be U.L. listed for service under UUJS listing. A copy of the U.L. Certificate of Compliance shall be included in the bid package.

3. The alarm company shall show proof of insurance (Certified Copies) before entering into contract.
The insurance shall be to the following limits.

Workers Compensation	As required by Statute
Property Damage Liability	\$ 2,000,000.00
Personal Injury Liability	\$ 2,000,000.00
Automobile Liability Coverage:	
Statutory, and Bodily Injury by Accident:	\$ 100,000.00 each employee.
Bodily Injury by Disease:	\$ 500,000.00 policy limit \$ 100,000 each employee

\$ 300,000 each occurrence Limit Bodily Injury and Property Damage Combined \$ 300,000 Products-Completed Operations Aggregate Limit \$ 500,000 Per Job Aggregate \$ 300,000 Personal and Advertising Injury Limit

\$ 300,000 Combined Liability Limits. Bodily Injury and Property Damage Combined. Cameron County shall be named as "Additional Insured" on Automobile policy

- The contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

- All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

- The County shall be named as "additional insured" on the Commercial General Liability Policy.

- The County reserves the right to require additional insurance should it be deemed necessary.

A. Workers' Compensation (with Waiver of subrogation to Cameron County) Employer's Liability (including all states, U.S. Longshoremen, Harbor Workers and other endorsements, if applicable to the Project.

B. Commercial General Liability Occurrence Form, including, but not limited to Premises and Operation, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, craters and underground damage.

4. The contractor shall maintain an adequate number of employees to satisfactorily perform scheduled services.

5. Contractor shall employ skilled, responsible persons who in manner and character are suitable to a business administering to the type patronage found in owner's facilities. The owner shall have the right to require that the Contractor whose conduct is improper, inappropriate, or offensive, and such employees shall not be re-employed on the subject premises by Contractor without written consent of the owner.
6. Each service technician performing work on the equipment included in this agreement shall have a minimum of five (5) year's field experience or equivalent, on the make and model of the equipment or any equipment that is similar to the make and model of the equipment specified in this specification for both Inspections and repairs.
7. The contractor shall have in their possession at the time of the commencement of the contract all necessary tools, test equipment, calibration instruments and technical service literature necessary to properly repair, calibrate, test and maintain the equipment.
8. Current and past performance on other contracts may be considered in determining a Contractors ability to successfully execute the terms and conditions of this bid.
9. Vendor shall be able to demonstrate the ability to receive an account of our magnitude and have accurate backup resources. References will be provided with bid submittal as evidence.
10. Every fire alarm device, including heat detectors, smoke detectors, alarm bell, horn, strobe light, pull station and central panel will be activated and its operation confirmed during each test.
11. Vendor must stock commonly used components for panel & peripherals in the local service facility that are dedicated for repair of systems (not staged for projects/installations). Non-common parts must be available within twenty-four (24) hours.
12. All service, regular and special, shall be rendered at such times and in such a manner that minimum interference with the normal facility operating agenda, will result.
13. Vendor shall use Factory Trained technicians who are certified to repair the specific Fire Alarm Systems in the facility, and provide documentation of such training upon acceptance of this bid.
14. Vendor shall guarantee manpower availability twenty-four hours per day, 365 days per year dedicated to the repair of systems should after hours service be required in addition to the contract terms.
15. Vendor shall have in-house Sales, Engineering, and Installation of new systems to supplement service provision.
16. All inspection reports shall describe each device in the system in a line-item fashion that includes type, location, and status of each device. These reports will be typed and printed on a laser printer.
 - a. **INSPECTION DATES:** The awarded bidder shall inspect each building and department during the month of **December and June of each year (starting in December 2014)** for the Fire Alarms. A purchase order will be issued prior to starting the work by Maintenance & Facilities Department.
 - b. **REPORTS REQUIRED:** After the inspection of the fire alarms, the awarded bidder shall submit a pass or fail report to the Maintenance & Facilities Department, ATTN: Mr. Marcelino Ibarra, Coordinator of Maintenance & Facilities, within 10 working days. George Garcia Coordinator for County Jails & Detention Facilities.

SPECIFICATIONS :

Term Contract for Periodic Maintenance, Inspections and Services for Fire Alarm Systems of all items below.

Procedures required shall be performed based on the following frequency:

PROCEDURE SEMI-ANNUAL FREQUENCY

Addressable Space Smoke Detectors - Throughout space
Annunciator Inspections – Various Throughout
Annunciators – Remote type
Audible and Visual Alarms – test for proper operation – check for proper coverage (ada requirements and/or ambient noise levels)
Audio/Visual Various Units - Throughout
Ceiling Detector Cleaning (All Detectors) -
Ceiling Detector Firing (All Detectors) –
Ceiling Mounted Smoke Detectors –
Central Processing Unit - Security
Chime –
Chime Strobes
Chime/Light Combination - or - Space
Control Modules - With Transponders
CRT -
Damper Relay Box -With Transponder
Damper SCR Box - With Transponder
Damper Switches
Data Base Verification –
Detectors: Ionization -
Detectors: Thermal -
Door Holder Testing -
Duct Detector Cleaning -
Duct Detector Firing – test for zone alarm annunciation – check for unit shut down – clean and reset detector
Duct MTD Smoke Detectors -
Elevator Recall Relay Testing -
Explosion Proof Heat Detectors - Special Areas
Fire Alarm Control Panel - Fire Cmd Station - test all input and output functions, including matrix –
 - test all interlock to auxiliary functions: i.e. pressurization fans, elevator recall, doors, locks, etc. –
 - test battery stand-by and charging system - adjust charge rate (if possible) – lamp test all LED's for operation
Fire Damper Inspection -
Flow Switch Inspection -
Halon Trigger Relay Testing -
Heat Detectors -
Heat Reactors (Mounted) –
Horn/Light Combination - Space
Interlock/Initiating/Annunciation Testing -
Kitchen Hood Detector - Kitchen
Lamp
Monitor - Engineering
Monitor Fire Cmd Station
Monitor Modules - In Ceiling
Monitor - PBX
Monitor - Security
Non-addressable Space Smoke Detectors - Space
Output Device (Bell) Testing -
Paddle –

(CONTINUED)

Panel Inspections-

Printer - Engineering

Printer - Fire Cmd Station

Pull Stations – Throughout – test for proper mechanical operation – test for zone alarm annunciation –
- insure break glass rods are in place

Relays -

Remote Relays - Various

Signal A/Unit –

Signal Modules - With Transponders

Smoke Dampers - See Mechanical

Smoke Detectors – Throughout – test for placement supervision (trouble) – test for zone alarm annunciation
– inspect and clean – inspect detector sensitivity

Smoke/Fire Dampers - See Mechanical

Special Areas

Sprinkler Valve Inspection -

Status Command Center -Central Plt.

Strobe –

Tamper Switches - Throughout

Transponders - Throughout

Under floor Smoke Detectors - Special Areas

Water Flow Switches- Throughout

Weatherproofed Smoke Detectors - Space

Zans 400 - -Zones

Zone Fire Panel -

NOTE: These inventories are for the bidder's convenience and are not intended to be the basis for additional compensation in the event they are in error or fail to represent the entire system. The bidder should field verify the information and estimate adequate resources to inspect the entire system. The bidder is cautioned that certain areas such as surgical areas may require special preparation by the to perform inspection.

NFPA 72 A/D

LOCAL PROTECTIVE SIGNALING SYSTEMS

REQUIRED PERIODIC MAINTENANCE PROCEDURES

CONTROL PANELS

Procedure: All procedures performed **semi annually (2 times/year)**

Visually inspect each remote annunciator; perform lamp test; test supervision; initiate trouble test to remote trouble indicator; test trouble ring-back feature; clean and wipe down.

Measure battery voltage; check electrolyte level in non-sealed batteries; test and replace any marginal or failing sealed battery; burnish battery terminals; coat terminals with protective grease; remove primary power and place batteries under load; return primary power and measure battery charge current.

Notify Fire Department/Central Station of system test; activate alarm; confirm alarm was received at remote location.

Notify owner and Fire Department of fire alarm system test; obtain keys and ladder; disconnect extinguishment system (Halon, C02), fans, dampers, elevators, etc.

Temporarily deactivate signal circuits on control panel; simulate alarms on each zone; wipe down, clean and polish front of panel and vacuum inside; perform lamp test; measures voltages restore signal circuits.

Restore extinguishment system (Halon, C02), fans, dampers, elevator circuits, etc., notify the County and Fire Department when testing is complete; provide written report to County on system test(s) and advise of any damage, malfunction or evidence of vandalism. Fire Department must be notified if system is left inoperable or if additional repairs are required for the systems' operation to comply with operating requirements of the local authority having jurisdiction.

Test audio amplifier supervision to verify trouble detection; check voice clarity and proper volume levels.

Clean tape player head; demagnetize play heads; clean tape path including capstan and pressure roller; lubricate slide mechanism; play tape over signal circuits to verify clarity and volume.

FIELD DEVICES

Procedure: All procedures performed **twice per year over two (2)** inspections.

Visually inspect each manual station; initiate alarms and verify at control panel; reset manual station and control panel.

Visually inspect and clean one removable element thermal detector per control panel zone; operate detector per control panel zone; operate detector contacts and verify alarms at control panel; reinstall element into detector and reset control panel.

NFPA 72 A/D

LOCAL PROTECTIVE SIGNALING SYSTEMS

REQUIRED PERIODIC MAINTENANCE PROCEDURES

FIELD DEVICES (Cont'd)

Activate each restorable thermal detector by a rapid temperature increase; allow to cool; verify operation and reset control panel.

Visually inspect each ceiling mounted ionization smoke detector; clean chamber; activate detector

with smoke, test mechanism or manufacturer approved aerosol testing agent; verify alarm at control panel and reset. Adjust sensitivity.

Perform sensitivity test on each duct mounted ionization detector; clean sensing chamber and sampling tubes; verify operation using test switch, smoke or manufacturer approved aerosol testing agent; verify alarm at control panel and reset.

Open test fixture on wet pipe sprinkler systems; verify operation of water flow switch, verify alarm at control panel; close test fixture and reset control panel.

Close sprinkler gate valves and OSY valves; verify supervision alarm at control panel; return OSY and gate valves to open position clearing supervisory alarm.

Activate magnetic door releases from control panel; visually inspect to verify operation; reactivate door holders at control panel and return door(s) to normal position.

Visually inspect all audible/visual signals; activate and verify operation of each alarm signal; reset control panel.

Visually inspect each fire damper actuator/fusible link to determine damper position and actuator/fusible link integrity and condition.

Test operation of any halon triggering relay circuit and elevator recall relays to confirm that these relays make under the appropriate conditions.

At the Central Station, perform data base check, lamp test, adjust sensitivity of appropriate detectors, and print a complete installed device report and a complete system configuration report for the appropriate portions of the system.

PRICING/DELIVERY INFORMATION

The County is requesting the submission of bids as follows:

BASE BID - All normal service work, performed under this agreement, to include twenty-four (24) hour seven (7) days a week full maintenance with maximum of two (2) hour call back response. Contract to cover all labor and materials used for all service work performed during the term of the contract, including that required due to negligence, accident or misuse of covered equipment

Life Safety for County plus an hourly rate for repairs when requested.

1) Vendor is responsible for making an estimate of hours and materials after arriving on site.

This estimate must be approved by the County supervisor before additional work can be authorized.

2) Response time for out-of-service repair from notification to arrival on site is normally:

Normal work hours _____ hrs.

Holidays/Weekends _____ hrs.

Emergency _____ hrs.

The County reserves the right to award either the base bid or the alternate bid for all facilities or a combination thereof, i.e., the base bid for facilities.

Bidders are requested to submit bids for each listed facility for both the base and the alternate bid.

CATEGORY A

GAMEWELL WORLD WIDE SYSTEM (QTY. 1)

LA FERIA ANNEX – MODEL # 1F 610

FIRE ALARM SYSTEMS PRICING INFORMATION

I. Inspections Pricing: Bidder must complete open boxes to right of double vertical lines. Quantities are estimated, Cameron County may require more or less. In case of discrepancy between unit and extended pricing, unit pricing governs.

				Bidder:	
Item	Description	UM	w/o Repairs w/o call backs \$/pr/Year 1 – ea. Fire Alarm System	Alternate Bid: with all Repairs call backs costs includes \$/ pr/ yr 1 – ea Fire Alarm System	
I.	INSPECTIONS				
	INSPECTIONS PRICE FOR SEMI ANNUALSERVICE				
	1	Includes Labor, all Travel & Travel related costs, required for Inspection examination of Fire Alarm System.	Per/ Fire Alarm System pr/Year		
	Grand Total - Items I				

CATEGORY A

GAMEWELL WORLD WIDE SYSTEM (QTY. - 1)

LA FERIA ANNEX - MODEL # 1F 610

FIRE ALARM SYSTEMS PRICING INFORMATION

II. Repair & Call Backs Pricing: Bidder must complete open boxes to right of double vertical lines. Quantities are estimated, Cameron County may require more or less. In case of discrepancy between unit and extended pricing, unit pricing governs.

				Bidder:		
Item	Description	UM	Combined Approx Qty. Pr/year 1 -ea	Rate		Ext \$
II.	REPAIRS & CALL BACKS					
	A. Parts					
	1 Significant Fire Alarm System Parts (over \$100 each -vendor's cost) Billed at % over Cost	%	\$ 800	Cost + %		
	2 Non Significant Fire Alarm System Parts (under \$100 each -vendor's cost) Billed at % over Cost	%	\$650	Cost + %		
	3 Parts (Local Shop services supplied – purchased parts & services) must be billed at the Fire Alarm System's Company's cost.					
	B. Labor					
	1 Standard Rate (8 to 5 - Mon to Fri)	Pr/hr	14 hrs	\$		
	2 Emergency Rate (8 to 5 – Mon to Fri)	Pr/hr	8 hrs	\$		
	3 Overtime Rate (after Hours – Nights – Weekends)	Pr/hr	8 hrs	\$		
	C. Travel					
	1 Margin – based on Repair Labor billing rates (in order to minimize additional charges) travel as a % of total billing rate. (includes Hotel, Meals, mileage, gas).	%		%	Labor Total \$	
	Grand Total - Items II					\$

CATEGORY B

NOTIFIER SYSTEMS (QTY. - 6)

1. MARY LUCIO CLINIC – BROWNSVILLE – MODEL # SYSTEM 500
2. FATHER O’BRIEN CLINIC – PORT ISABEL – MODEL # AFP-200
3. DETENTION CENTER # 2 – BROWNSVILLE – MODEL # SBB A 4
4. HARLINGEN ANNEX – MODEL # N F 100
5. PORT ISABEL ANNEX – MODEL # FIRE WARDEN 100
6. DANCY BLDG. – BROWNSVILLE – MODEL # A F P 200
7. CONSTANTINO ZARATE BUILDING – MODEL #

FIRE ALARM SYSTEMS PRICING INFORMATION

I. Inspections Pricing: Bidder must complete open boxes to right of double vertical lines. Quantities are estimated, Cameron County may require more or less. In case of discrepancy between unit and extended pricing, unit pricing governs.

				Bidder:	
Item	Description	UM	w/o Repairs w/o call backs \$/pr/Year 6 – ea Fire Alarm Systems	1.	2.
I.	INSPECTIONS				
	INSPECTIONS PRICE FOR SEMI ANNUAL SERVICE				
	1 Includes Labor, all Travel & Travel related costs,	Per/ Fire Alarm System pr/Year	1.\$ _____ 2.\$ _____ 3.\$ _____ 4.\$ _____ 5.\$ _____ 6.\$ _____	1. \$ _____	2. \$ _____
	required for Inspection examination of Fire Alarm System.			3. \$ _____	4. \$ _____
				5. \$ _____	6. \$ _____
	Grand Total (All 6 Systems) - Items I				

CATEGORY B
NOTIFIER SYSTEMS (QTY. – 6)

1. MARY LUCIO CLINIC – BROWNSVILLE – MODEL # SYSTEM 500
2. FATHER O’BRIEN CLINIC – PORT ISABEL – MODEL # AFP-200
3. DETENTION CENTER # 2 – BROWNSVILLE – MODEL # SBB A 4
4. HARLINGEN ANNEX – MODEL # N F 100
5. PORT ISABEL ANNEX – MODEL # FIRE WARDEN 100
6. DANCY BLDG. – BROWNSVILLE – MODEL # A F P 200
7. CONSTANTINO ZARATE BUILDING – MODEL #

FIRE ALARM SYSTEMS PRICING INFORMATION

II. **Repair & Call Backs Pricing:** Bidder must complete open boxes to right of double vertical lines. Quantities are estimated, Cameron County may require more or less. In case of discrepancy between unit and extended pricing, unit pricing governs.

				Bidder:		
Item	Description	UM	Combined Approx Qty. Pr/year	Rate		Ext \$
II.	REPAIRS & CALL BACKS					
	A. Parts					
	1 Significant Fire Alarm System Parts (over \$100 each -vendor’s cost) Billed at % over Cost	%	\$ 2,100	Cost + %		
	2 Non Significant Fire Alarm System Parts (under \$100 each -vendor’s cost) Billed at % over Cost	%	\$4,800	Cost + %		
	3 Parts (Local Shop services supplied – purchased parts & services) must be billed at the Fire Alarm System’s Company’s cost.					
	B. Labor					
	1 Standard Rate (8 to 5 - Mon to Fri)	Pr/hr	48 hrs	\$		
	2 Emergency Rate (8 to 5 – Mon to Fri)	Pr/hr	35 hrs	\$		
	3 Overtime Rate (after Hours – Nights – Weekends)	Pr/hr	9 hrs	\$		
	C. Travel					
	1 Margin – based on Repair Labor billing rates (in order to minimize additional charges) travel as a % of total billing rate. (includes Hotel, Meals, mileage, gas).	%		%	Labor Total \$	
	Grand Total - Items II					\$

CATEGORY C

SIEMENS SYSTEMS (QTY. – 2)

1. DARRELL HESTER BLDG. (NEW) – SAN BENITO – MODEL # MXL-1Q

2. DETENTION CENTER # 1 – BROWNSVILLE – MODEL # MXL-1Q

FIRE ALARM SYSTEMS PRICING INFORMATION

I. Inspections Pricing: Bidder must complete open boxes to right of double vertical lines. Quantities are estimated, Cameron County may require more or less. In case of discrepancy between unit and extended pricing, unit pricing governs.

					Bidder:	
Item	Description	UM	w/o Repairs w/o call backs \$/pr/Year 2 – ea Fire Alarm Systems	w/o Repairs w/o call backs \$/pr/Year 2 – ea Fire Alarm Systems	Alternate Bid: with all Repairs call backs costs includes \$/ pr/ year 2 – ea Fire Alarm Systems	Alternate Bid: with all Repairs call backs costs includes \$/ pr/ year 2 – ea Fire Alarm Systems
I.	INSPECTIONS					
	A. INSPECTIONS PRICE FOR SEMI-ANNUAL SERVICE					
	1	Includes Labor, all Travel & Travel related costs, required for Inspection examination of Fire Alarm System.	Per/ Fire Alarm System pr/Year	1. \$ _____ 2. \$ _____	1. \$ _____ 2. \$ _____	
	Grand Total (All 2 Systems) - Items I					

CATEGORY C

SIEMENS SYSTEMS (QTY. – 2)

1. DARRELL HESTER BLDG. (NEW) – SAN BENITO – MODEL # MXL-1Q

2. DETENTION CENTER # 1 – BROWNSVILLE – MODEL # MXL-1Q

FIRE ALARM SYSTEMS PRICING INFORMATION

II. **Repair & Call Backs Pricing:** Bidder must complete open boxes to right of double vertical lines. Quantities are estimated, Cameron County may require more or less. In case of discrepancy between unit and extended pricing, unit pricing governs.

Bidder:

Item	Description	UM	Combined Approx Qty. Pr/year	Rate		Ext \$
II.	REPAIRS & CALL BACKS					
	A. Parts					
1	Significant Fire Alarm System Parts (over \$100 each -vendor's cost) Billed at % over Cost	%	\$ 850	Cost + %		
2	Non Significant Fire Alarm System Parts (under \$100 each -vendor's cost) Billed at % over Cost	%	\$1,400	Cost + %		
3	Parts (Local Shop services supplied – purchased parts & services) must be billed at the Fire Alarm System's Company's cost.					
	B. Labor					
1	Standard Rate (8 to 5 - Mon to Fri)	Pr/hr	25 hrs	\$		
2	Emergency Rate (8 to 5 – Mon to Fri)	Pr/hr	7 hrs	\$		
3	Overtime Rate (after Hours – Nights – Weekends)	Pr/hr	5 hrs	\$		
	C. Travel					
1	Margin – based on Repair Labor billing rates (in order to minimize additional charges) travel as a % of total billing rate. (includes Hotel, Meals, mileage, gas).	%		%	Labor Total \$	
	Grand Total - Items II					\$

CATEGORY D

CERBERUS PYROTONICS SYSTEMS (QTY. – 2)

- 1. DARRELL HESTER BLDG. (OLD) – SAN BENITO – MODEL # MDR-2
- 2. SHERIFF’S ANNEX – CAMERON PARK – BROWNSVILLE - MODEL # SXL-EX

FIRE ALARM SYSTEMS PRICING INFORMATION

I. Inspections Pricing: Bidder must complete open boxes to right of double vertical lines. Quantities are estimated, Cameron County may require more or less. In case of discrepancy between unit and extended pricing, unit pricing governs.

				Bidder:	
Item	Description	UM	w/o Repairs w/o call backs \$/pr/Year 2 - ea Fire Alarm Systems	Alternate Bid: with all Repairs call backs costs includes \$/ pr/ year 2 – ea Fire Alarm Systems	
I.	INSPECTIONS				
	A. INSPECTIONS PRICE FOR SEMI ANNUAL SERVICE				
	1	Per/ Fire Alarm System pr/Year	1. \$ _____ 2. \$ _____	1. \$ _____ 2. \$ _____	
	Grand Total (All 2 Systems) - Items I				

CATEGORY D

CERBERUS PYROTONICS SYSTEMS (QTY. – 2)

- 1. DARRELL HESTER BLDG. (OLD) – SAN BENITO – MODEL # MDR-2
- 2. SHERIFF’S ANNEX – CAMERON PARK – BROWNSVILLE - MODEL # SXL-EX

FIRE ALARM SYSTEMS PRICING INFORMATION

II. Repair & Call Backs Pricing: Bidder must complete open boxes to right of double vertical lines. Quantities are estimated, Cameron County may require more or less. In case of discrepancy between unit and extended pricing, unit pricing governs.

Bidder:

Item	Description	UM	Combined Approx Qty. Pr/year	Rate		Ext \$
II.	REPAIRS & CALL BACKS					
	A. Parts					
	1 Significant Fire Alarm System Parts (over \$100 each -vendor’s cost) Billed at % over Cost	%	\$ 1,800	Cost + %		
	2 Non Significant Fire Alarm System Parts (under \$100 each -vendor’s cost) Billed at % over Cost	%	\$2,800	Cost + %		
	3 Parts (Local Shop services supplied – purchased parts & services) must be billed at the Fire Alarm System’s Company’s cost.					
	B. Labor					
	1 Standard Rate (8 to 5 - Mon to Fri)	Pr/hr	45 hrs	\$		
	2 Emergency Rate (8 to 5 – Mon to Fri)	Pr/hr	27 hrs	\$		
	3 Overtime Rate (after Hours – Nights – Weekends)	Pr/hr	18 hrs	\$		
	C. Travel					
	1 Margin – based on Repair Labor billing rates (in order to minimize additional charges) travel as a % of total billing rate. (includes Hotel, Meals, mileage, gas).	%		%	Labor Total \$	
	Grand Total - Items II					\$

CATEGORY E

RADIONICS SYSTEM (QTY. - 1)

BOOT CAMP – SAN BENITO - MODEL # D7024

FIRE ALARM SYSTEMS PRICING INFORMATION

III. Inspections Pricing: Bidder must complete open boxes to right of double vertical lines. Quantities are estimated, Cameron County may require more or less. In case of discrepancy between unit and extended pricing, unit pricing governs.

				Bidder:	
Item	Description	UM	w/o Repairs w/o call backs \$/pr/Year 1 – ea. Fire Alarm Systems	Alternate Bid: with all Repairs call backs costs includes \$/ pr/ year 1 – ea. Fire Alarm System	
I.	INSPECTIONS				
	A. INSPECTIONS PRICE FOR SEMI ANNUALSERVICE				
	1	Per/ Fire Alarm System pr/Year			
	Includes Labor, all Travel & Travel related costs, required for Inspection examination of Fire Alarm System.				
	Grand Total - Items I				

CATEGORY E

RADIONICS SYSTEM (QTY. - 1)

BOOT CAMP – SAN BENITO - MODEL # D7024

FIRE ALARM SYSTEMS PRICING INFORMATION

IV. Repair & Call Backs Pricing: Bidder must complete open boxes to right of double vertical lines. Quantities are estimated, Cameron County may require more or less. In case of discrepancy between unit and extended pricing, unit pricing governs.

Bidder:

Item	Description	UM	Combined Approx Qty. Pr/year	Rate		Ext \$
II.	REPAIRS & CALL BACKS					
	A. Parts					
	1 Significant Fire Alarm System Parts (over \$100 each -vendor's cost) Billed at % over Cost	%	\$ 450	Cost + %		
	2 Non Significant Fire Alarm System Parts (under \$100 each -vendor's cost) Billed at % over Cost	%	\$ 645	Cost + %		
	3 Parts (Local Shop services supplied – purchased parts & services) must be billed at the Fire Alarm System's Company's cost.					
	B. Labor					
	1 Standard Rate (8 to 5 - Mon to Fri)	Pr/hr	14 hrs	\$		
	2 Emergency Rate (8 to 5 – Mon to Fri)	Pr/hr	7 hrs	\$		
	3 Overtime Rate (after Hours – Nights – Weekends)	Pr/hr	6 hrs	\$		
	C. Travel					
	1 Margin – based on Repair Labor billing rates (in order to minimize additional charges) travel as a % of total billing rate. (includes Hotel, Meals, mileage, gas).	%		%	Labor Total \$	
	Grand Total - Items II					\$

CATEGORY F

SECURITY INTERNATIONAL SYSTEM (QTY. – 2)

ADULT PROBATION – SAN BENITO – MODEL# DMP
SOCIAL SERVICE CENTER “BROWNE” – BROWNSVILLE – MODEL# DMP

FIRE ALARM SYSTEMS PRICING INFORMATION

I. Inspections Pricing: Bidder must complete open boxes to right of double vertical lines. Quantities are estimated, Cameron County may require more or less. In case of discrepancy between unit and extended pricing, unit pricing governs.

					Bidder:	
Item	Description	UM	w/o Repairs w/o call backs \$/pr/Year 2 - ea Fire Alarm System	w/o Repairs w/o call backs \$/pr/Year 2 - ea Fire Alarm System	Alternate Bid: with all Repairs call backs costs includes \$/ pr/ year 2 – ea Fire Alarm System	
I.	INSPECTIONS					
	A. INSPECTIONS PRICE FOR SEMI ANNUAL SERVICE					
	1	Includes Labor, all Travel & Travel related costs, required for Inspection examination of Fire Alarm System.	Per/ Fire Alarm System pr/Year	1. \$ _____ 2. \$ _____	1. \$ _____ 2. \$ _____	
	Grand Total – 2 Items I					

CATEGORY F
SECURITY INTERNATIONAL SYSTEM (QTY. – 2)

ADULT PROBATION – SAN BENITO – MODEL# DMP
SOCIAL SERVICE CENTER “BROWNE” – BROWNSVILLE – MODEL# DMP

FIRE ALARM SYSTEMS PRICING INFORMATION

II. Repair & Call Backs Pricing: Bidder must complete open boxes to right of double vertical lines. Quantities are estimated, Cameron County may require more or less. In case of discrepancy between unit and extended pricing, unit pricing governs.

				Bidder:		
Item	Description	UM	Combined Approx Qty. Pr/year	Rate		Ext \$
II.	REPAIRS & CALL BACKS					
	A. Parts					
	1 Significant Fire Alarm System Parts (over \$100 each -vendor’s cost) Billed at % over Cost	%	\$ 620	Cost + %		
	2 Non Significant Fire Alarm System Parts (under \$100 each -vendor’s cost) Billed at % over Cost	%	\$ 820	Cost + %		
	3 Parts (Local Shop services supplied – purchased parts & services) must be billed at the Fire Alarm System’s Company’s cost.					
	B. Labor					
	1 Standard Rate (8 to 5 - Mon to Fri)	Pr/hr	19 hrs	\$		
	2 Emergency Rate (8 to 5 – Mon to Fri)	Pr/hr	14 hrs	\$		
	3 Overtime Rate (after Hours – Nights – Weekends)	Pr/hr	7 hrs	\$		
	C. Travel					
	1 Margin – based on Repair Labor billing rates (in order to minimize additional charges) travel as a % of total billing rate. (includes Hotel, Meals, mileage, gas).	%		%	Labor Total \$	
	Grand Total - Items II					\$

CATEGORY G

EDWARDS SYSTEMS (QTY. – 2)

1. CARRIZALES / RUCKER DETENTION – OLMITO – MODEL # 3 CPU

2. SHERIFF’S DEPT. – OLMITO – MODEL # 3 CPU

FIRE ALARM SYSTEMS PRICING INFORMATION

I. Inspections Pricing: Bidder must complete open boxes to right of double vertical lines. Quantities are estimated, Cameron County may require more or less. In case of discrepancy between unit and extended pricing, unit pricing governs.

				Bidder:	
Item	Description		UM	w/o Repairs w/o call backs \$/pr/Year 2 – ea Fire Alarm Systems	Alternate Bid: with all Repairs call backs costs includes \$/ pr/ year 2 – ea Fire Alarm Systems
I.	INSPECTIONS				
	A. INSPECTIONS PRICE FOR SEMI ANNUAL SERVICE				
	1	Includes Labor, all Travel & Travel related costs, required for Inspection examination of Fire Alarm System.	Per/ Fire Alarm System pr/Year	1.\$ _____ 2.\$ _____	1. \$ _____ 2. \$ _____
	Grand Total (All 2 Systems) - Items I				

CATEGORY G
EDWARDS SYSTEMS (QTY. – 2)

1. CARRIZALES / RUCKER DETENTION – OLMITO – MODEL # 3 CPU
 2. SHERIFF’S DEPT. – OLMITO – MODEL # 3 CPU

FIRE ALARM SYSTEMS PRICING INFORMATION

II. **Repair & Call Backs Pricing:** Bidder must complete open boxes to right of double vertical lines. Quantities are estimated, Cameron County may require more or less. In case of discrepancy between unit and extended pricing, unit pricing governs.

				Bidder:		
Item	Description	UM	Combined Approx Qty. Pr/year	Rate		Ext \$
II.	REPAIRS & CALL BACKS					
	A. Parts					
	1 Significant Fire Alarm System Parts (over \$100 each -vendor’s cost) Billed at % over Cost	%	\$ 650	Cost + %		
	2 Non Significant Fire Alarm System Parts (under \$100 each -vendor’s cost) Billed at % over Cost	%	\$1,840	Cost + %		
	3 Parts (Local Shop services supplied – purchased parts & services) must be billed at the Fire Alarm System’s Company’s cost.					
	B. Labor					
	1 Standard Rate (8 to 5 - Mon to Fri)	Pr/hr	37 hrs	\$		
	2 Emergency Rate (8 to 5 – Mon to Fri)	Pr/hr	28 hrs	\$		
	3 Overtime Rate (after Hours – Nights – Weekends)	Pr/hr	16 hrs	\$		
	C. Travel					
	1 Margin – based on Repair Labor billing rates (in order to minimize additional charges) travel as a % of total billing rate. (includes Hotel, Meals, mileage, gas).	%		%	Labor Total \$	
	Grand Total - Items II					\$

CATEGORY H

ADT SYSTEM (QTY. - 1)

COUNTY SAN BENITO ANNEX (LEVIS') BLDG – SAN BENITO – MODEL # FOCUS 200

FIRE ALARM SYSTEMS PRICING INFORMATION

I. Inspections Pricing: Bidder must complete open boxes to right of double vertical lines. Quantities are estimated, Cameron County may require more or less. In case of discrepancy between unit and extended pricing, unit pricing governs.

					Bidder:	
Item	Description	UM	w/o Repairs w/o call backs \$/pr/Year 2 – ea Fire Alarm Systems	Alternate Bid: with all Repairs call backs costs includes \$/ pr/ year 2 – ea Fire Alarm Systems		
I.	INSPECTIONS					
	A. INSPECTIONS PRICE FOR SEMI ANNUAL SERVICE					
	1	Includes Labor, all Travel & Travel related costs, required for Inspection examination of Fire Alarm System.	Per/ Fire Alarm System pr/Year	1. \$ _____ 2. \$ _____	1. \$ _____ 2. \$ _____	
	Grand Total- Items I					

CATEGORY H

ADT SYSTEM (QTY. – 1)

COUNTY SAN BENITO ANNEX (LEVIS’) BLDG – SAN BENITO – MODEL # FOCUS 200

FIRE ALARM SYSTEMS PRICING INFORMATION

II. Repair & Call Backs Pricing: Bidder must complete open boxes to right of double vertical lines. Quantities are estimated, Cameron County may require more or less. In case of discrepancy between unit and extended pricing, unit pricing governs.

Bidder:

Item	Description	UM	Combined Approx Qty. Pr/year	Rate		Ext \$
II.	REPAIRS & CALL BACKS					
	A. Parts					
	1 Significant Fire Alarm System Parts (over \$100 each -vendor’s cost) Billed at % over Cost	%	\$ 1,780	Cost + %		
	2 Non Significant Fire Alarm System Parts (under \$100 each -vendor’s cost) Billed at % over Cost	%	\$2,985	Cost + %		
	3 Parts (Local Shop services supplied – purchased parts & services) must be billed at the Fire Alarm System’s Company’s cost.					
	B. Labor					
	1 Standard Rate (8 to 5 - Mon to Fri)	Pr/hr	30 hrs	\$		
	2 Emergency Rate (8 to 5 – Mon to Fri)	Pr/hr	25 hrs	\$		
	3 Overtime Rate (after Hours – Nights – Weekends)	Pr/hr	21 hrs	\$		
	C. Travel					
	1 Margin – based on Repair Labor billing rates (in order to minimize additional charges) travel as a % of total billing rate. (includes Hotel, Meals, mileage, gas).	%		%	Labor Total \$	
	Grand Total - Items II					\$

MISCELLANEOUS

1. JUVENILE BLDG – 35 ORANGE ST, BROWNSVILLE, TX. – MODEL #
2. CENTRO CULTURAL – BROWNSVILLE, TX. – MODEL #

FIRE ALARM SYSTEMS PRICING INFORMATION

III. Inspections Pricing: Bidder must complete open boxes to right of double vertical lines. Quantities are estimated, Cameron County may require more or less. In case of discrepancy between unit and extended pricing, unit pricing governs.

				Bidder:	
Item	Description	UM	w/o Repairs w/o call backs \$/pr/Year 2 – ea Fire Alarm Systems	Alternate Bid: with all Repairs call backs costs includes \$/ pr/ year 2 – ea Fire Alarm Systems	
I.	INSPECTIONS				
	A. INSPECTIONS PRICE FOR SEMI ANNUAL SERVICE				
		Per/ Fire Alarm System pr/Year	1.\$ _____ 2.\$ _____	1. \$ _____ 2. \$ _____	
	1 Includes Labor, all Travel & Travel related costs, required for Inspection examination of Fire Alarm System.				
	Total - Juvenile Building - Items I				
	Total - Centro Cultural Building - Items I				

MISCELLANEOUS

- 1. JUVENILE BLDG – 35 ORANGE ST, BROWNSVILLE, TX. – MODEL #
- 2. CENTRO CULTURAL – BROWNSVILLE, TX. – MODEL #

FIRE ALARM SYSTEMS PRICING INFORMATION

IV. **Repair & Call Backs Pricing:** Bidder must complete open boxes to right of double vertical lines. Quantities are estimated, Cameron County may require more or less. In case of discrepancy between unit and extended pricing, unit pricing governs.

				Bidder:		
Item	Description	UM	Combined Approx Qty. Pr/year	Rate		Ext \$
II. REPAIRS & CALL BACKS						
A. Parts						
		%	\$ 750	Cost + %		1.
1	Significant Fire Alarm System Parts (over \$100 each -vendor's cost) Billed at % over Cost	%	\$455	Cost + %		2.
		%	\$1,485	Cost + %		1.
2	Non Significant Fire Alarm System Parts (under \$100 each -vendor's cost) Billed at % over Cost	%	\$325	Cost + %		2.
3	Parts (Local Shop services supplied – purchased parts & services) must be billed at the Fire Alarm System's Company's cost.					
B. Labor						
		Pr/hr	1. 14 hrs 2. 11 hrs	\$		1. 2.
1	Standard Rate (8 to 5 - Mon to Fri)	Pr/hr	1. 2 hrs 2. 6 hrs	\$		1. 2.
2	Emergency Rate (8 to 5 – Mon to Fri)	Pr/hr	1. 1 hr 2. 3 hrs	\$		1. 2.
3	Overtime Rate (after Hours – Nights – Weekends)	Pr/hr				
C. Travel						
		%		%	1 Labor Total \$	
1	Margin – based on Repair Labor billing rates (in order to minimize additional charges) travel as a % of total billing rate. (includes Hotel, Meals, mileage, gas).	%		%	2 Labor Total \$	
Grand Total - Items II						\$

Bid Title _____

Bidders 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.

THIS FORM MUST BE RETURNED WITH YOUR 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 _____

STATE OF TEXAS
COUNTY OF CAMERON

AFFIDAVIT

The undersigned certifies that the BID prices contained in this BID have been carefully checked and are submitted as correct and final and if BID 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 BID submitted by _____ hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal 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 BID 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 BID on, or to influence any person to BID or not to BID 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 BID as to prices, terms or conditions of said BID 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 BID

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:

- (1) “Nonresident Bidder ” refers to a person who is not a resident.

- (2) “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)

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-BID 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 BID 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 concerning this Invitation to Bid/RFP/RFQ?

Signature of person submitting this Bid

Date

THIS FORM MUST BE RETURNED WITH YOUR BID.

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 Bid current with all local and State taxes?

Signature of person submitting this Bid

Date

THIS FORM MUST BE RETURNED WITH YOUR BID.

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 is unable to certify to all of the statements in this Certification, such Bidder should attach an explanation to this Bid.

THIS FORM MUST BE RETURNED WITH YOUR BID

CONFLICT OF INTEREST QUESTIONNAIRE

**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**

For vendor or other person doing business with local governmental entity

This questionnaire is being 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.

1. Name of person doing business with local governmental entity.

OFFICE USE ONLY Date Received:

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 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.)

3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money .

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

Page 2

For vendor or other person doing business with local governmental entity

5. **Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

Yes No

- B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

- C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

- D. Describe each affiliation or business relationship.

6. **Describe any other affiliation or business relationship that might cause a conflict of interest.**

7. Does any individual with the firm submitting BID, RFP, RFQ have any business relationship with any County Official or County employee within the third degree of Consanguinity kinship or the second degree of Affinity kinship? (see attached Nepotism Chart)

Signature of person doing business with the governmental entity

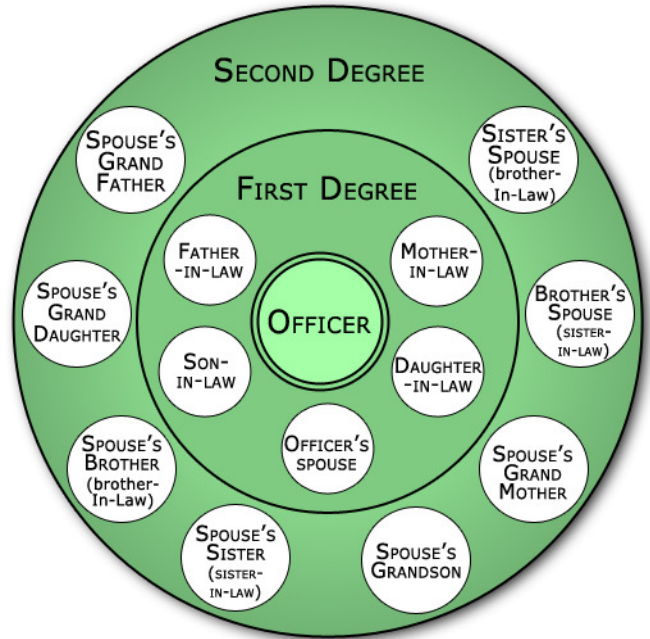
Date

NEPOTISM CHART

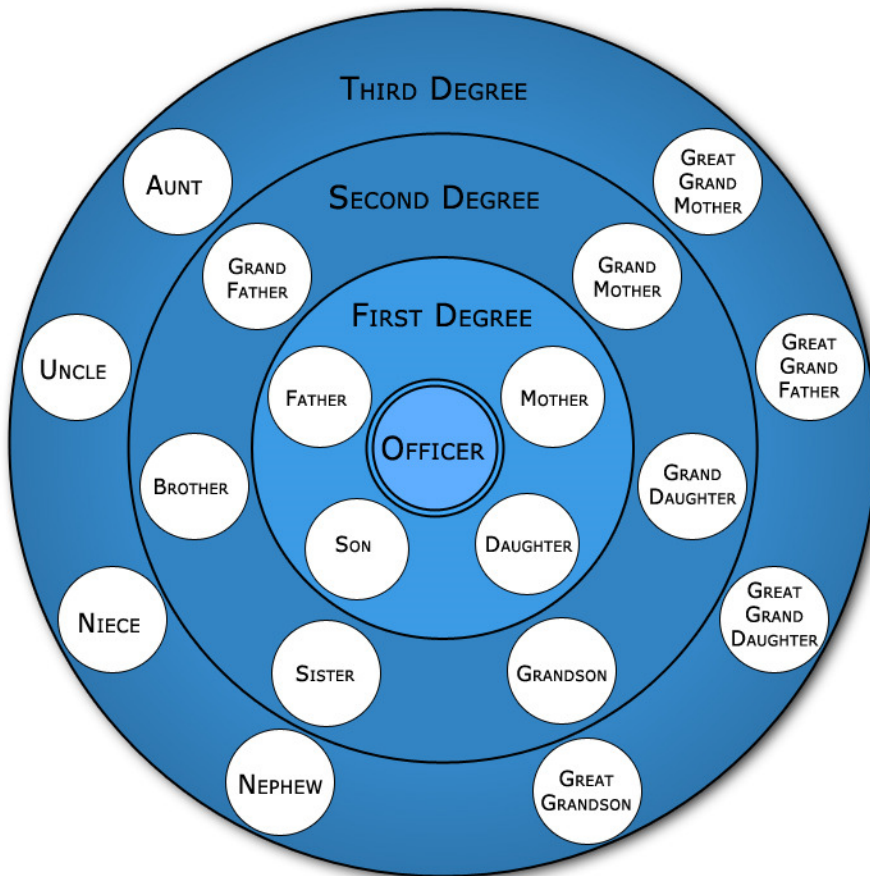
The chart below shows

- **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: _____

SITE VISIT VERIFICATION AND VENDOR CHECKLIST

BIDDERS SHOULD SEND A REPRESENTATIVE TO THE SPECIFIC BUILDING LOCATION TO REVIEW (STUDY)THE BUILDING AND CONDITIONS FOR THE CATEGORY AND SYSTEM THAT THEY ARE BIDDING ON.

DATE VISITED : _____

BUILDING VISITED: _____ LOCATION: _____

NAME OF BIDDER'S EMPLOYEE VISITING: _____

VISIT VERIFIED BY COUNTY EMPLOYEE (NAME) : _____ SIGNATURE: _____

YES NO

___ ___ Did you sign the Standard Terms and Conditions, non-collusive bidding Certification, and Felony conviction Notification forms?

___ ___ Did you provide a copy of A.C.R. certificate with proposal package?

___ ___ Did you provide a copy of the Fire Alarm Technical License for all employees working at the County job site?

___ ___ Is your company listed under UUJS listing?

___ ___ Did you provide a copy of the U.L. Certificate of Compliance with the bid package?

___ ___ Did you include a copy of the Workmen's Compensation, Property Damage Liability, and Personal Injury and Liability Insurance coverage?

___ ___ Did you provide a response in FIRE ALARM INSPECTION SPECIFICATIONS SECTION and attached it to your proposal?

BIDDERS SHOULD SEND A REPRESENTATIVE TO THE SPECIFIC BUILDING LOCATION TO REVIEW (STUDY)THE BUILDING AND CONDITIONS FOR THE CATEGORY AND SYSTEM THAT THEY ARE BIDDING ON.

DATE VISITED : _____

BUILDING VISITED: _____ LOCATION: _____

NAME OF BIDDER'S EMPLOYEE VISITING: _____

VISIT VERIFIED BY COUNTY EMPLOYEE (NAME) : _____ SIGNATURE: _____

Terms & Conditions

ADDENDA: When specifications are revised, the Cameron County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must sign and include it in the returned RFP/RFQ package.

ADVERTISING: Seller shall not advertise or publish, without Buyer's Prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper request for information from an authorized representative of the federal, state or local government.

AWARD: Cameron County may hold all RFP/RFQ's for a period of sixty (60) days. Cameron County reserves the right to delete any item it considers too expensive. RFP/RFQ prices are to be F.O.B. Cameron County. All discounts will be considered in determining the lowest, responsible Proposer. Cameron County reserves the right to award this contract on the basis of EVALUATION CRITERIA (AS STATED IN RFP/RFQ) in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all RFP/RFQ's. Commissioners Court reserves the right to determine the method and procedures for the final award of all RFP's/RFQ's at any time they so choose, regardless of the Point System used by the Evaluation Committee.

BONDS: If this RFP/RFQ requires submission of RFP/RFQ guarantee and performance bond, there will be a separate page explaining those requirements. RFP/RFQ's submitted without the required RFP/RFQ bond or cashier's check are not acceptable.

CANCELLATION AND TERMINATION: Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof, including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which Buyer may have in law or equity.

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 Offeror and Purchaser.

TERMINATION: The performance of work under this order may be terminated in whole, or in part, by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to, and not in lieu of, rights of Buyer set forth. Cameron County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Cameron County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Cameron County's satisfaction and/or to meet all other obligations and requirements. Cameron County may terminate the contract without cause upon thirty (30) days written notice.

CONTRACT RENEWALS: Renewals may be made ONLY by Commissioners Court approval and agreement between Cameron County and the offeror. **To determine Annual / Anniversary renewal status - if renewed by Commissioners Court or terminated-please contact Elisa Cisneros at 956-982-5405 e-mail: Elisa.Cisneros2@co.cameron.tx.us Purchasing Dept. or Dylbia Jeffries 956-550-1340 djefferies@co.cameron.tx.us Bruce Hodge at 956-550-7229 at bhodge@co.cameron.tx.us at County Legal Dept..** Any price escalations are limited to those stated by the original RFP/RFQ. Annual RFP/RFQ renewal – Price Increases: 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 unless otherwise specified within the specific provisions of the RFP. This allows the County sufficient time to plan for re-advertising for Proposals due to a vendor required price increase. If Vendor 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 Annual RFP/RFQ's which allow for Open Market Price increases or Cost allowance increases during the RFP/RFQ award period (as so specified in the RFP/RFQ documents).

DISCRIMINATION: In order to comply with the provisions of fair employment practices, the contractor agrees as follows: 1.) the contractor 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 contractor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the contractor 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 contractor to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part.

DISQUALIFICATION OF OFFEROR: Upon signing this RFP/RFQ document, an offeror offering to sell supplies, materials, services, or equipment to Cameron County certifies that the offeror 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 the RFP/RFQ made to any competitor or any other person engaged in such line of business. Any or all RFP/RFQ's may be rejected if the County believes that collusion exists among the offerors. RFP/RFQs in which the prices are obviously unbalanced may be rejected. If multiples are submitted by an offeror and after the RFP/RFQ's are opened, one of the RFP/RFQ's are withdrawn, the result will be that all of the RFP/RFQs submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiples for different products or services.

EVALUATION: All proposals 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/services in the user environment. Any specific criteria section or sections identified elsewhere in this request for proposals may be evaluated by one or more evaluators once the basis and details of this process has been approved by the Purchasing Officer and acknowledged by the Evaluation Committee. Detailed information pertaining to this selective evaluation process is available to offerors and the Commissioners Court upon request. Evaluation sheets and summary of all RFP/RFQ's are subject to review by the Cameron County Purchasing Department and Evaluation Committee's recommendation to Cameron County Commissioners Court. Compliance with all RFP/RFQ requirements, delivery and needs of the using department are considerations in evaluating RFP/RFQ's. 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 request for proposals.). The Cameron County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any RFP/RFQ. The Cameron County Purchasing Department further reserves the right to hold negotiation discussions with any responsible offeror submitting proposals determined to be reasonably susceptible of being selected for award in accordance with law.

PROTEST PROCEDURES: Procedure - This protest procedure is available to vendors responding to this RFP 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 question 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 RFP/RFQ's proposers are given the opportunity to ask questions of the Evaluation Committee relative to their Proposal and scores received by their firm.

Protests are made -1. To the Purchasing Department after the debriefing conference. Vendor protests shall be received, in writing, by the Purchasing Department within five (5) business days after the vendor debriefing conference. 2. To the Protest Committee, only after the protest to the Purchasing Department was not resolved satisfactory to the protestor. Protests to the Protest Committee shall be made within five (5) business days after the vendor has received notification from the County Purchasing Department of his/her 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: Acquisition 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 vendors shall include, in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Vendors shall, at a minimum, provide: 1. Information about the protesting vendor; name of firm, mailing address, phone number and name of individual responsible for submission of the protest. 2. Information about the acquisition and the acquisition method. 3. Specific and complete statement of the County's action(s) protested. 4. Specific reference to the grounds for the protest. 5. Description of the relief or corrective action requested. 6. For protests to the Protest Committee, a copy of the Purchasing Department's written decision on the protest.

Review Process – 1. Upon receipt of a vendor protest, the Purchasing Department shall postpone further steps in the acquisition process until the vendor 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 vendor. b) A written decision will be delivered to the vendor within five business days after receipt of the protest, unless more time is needed. The protesting vendor shall be notified if additional time is necessary.

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

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

FISCAL FUNDING: A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. 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 offeror 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 offeror.

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, than the member is not required to abstain from further participation. Attached and included is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of Cameron County or County entities (if any such relationships exists) must be attached and included with RFP/RFQ submitted. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, 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 performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities. Consistent and continued tie RFP's/RFQ's could cause rejection of RFP/RFQ's by the County and/or investigation for Anti-Trust violations. Proposer guarantees that he has not retained a person to solicit or secure this 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 contractor 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 Proposal. This information will assist Cameron County in the percentage tracking of HUB utilization.

INSURANCE : The vendor 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 vendor and the interests of the Purchaser 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 Purchaser. It shall be the responsibility of the vendor to maintain adequate insurance coverage at all times. Failure of the vendor to maintain adequate coverage shall not relieve the vendor of any contractual responsibility or obligation.

MAINTENANCE: Maintenance required for equipment RFP/RFQ 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", an offeror 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 offeror to furnish this documentation will be cause to reject any RFP/RFQ applying thereto.

NAME BRANDS: Specifications may reference name brands and model numbers. It is not the intent of Cameron County to restrict these RFP/RFQs in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. 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 this 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 course 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 contractor and included in the RFP/RFQ prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror 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 - FLOPPY DISK: If in its RFP/RFQ response, offeror either electronically scans, re-types, or in some way reproduces the County's published RFP/RFQ package, then in event of any conflict between the terms and provisions of the County's published RFP/RFQ specifications, or any portion thereof, and the terms and provisions of the RFP/RFQ response made by offeror, the County's RFP/RFQ specifications as published shall control. Furthermore, if an alteration of any kind to the County's published RFP/RFQ specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is 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. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item RFP/RFQ. Substitute items will not be accepted unless approved (in advance).

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

TITLE TRANSFER: Title and Risk of Loss of goods shall not pass to Cameron Count 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. Offerors 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/RFQ package and/or on the Purchase Order as a "Deliver To:" 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, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

WARRANTY PRICE: (a) The price to be paid by the Buyer shall be that contained in Seller's RFP which Seller warrants to be no higher than Seller'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 Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. (b) The Seller 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 Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer 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. Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items

in the RFP. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold and services provided to the County shall conform to the standards 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 offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Cameron County may correct at the offeror's expense.

Offerer warrants that product sold and services provided to the County shall conform to the standards and laws established by the U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970.

WARRANTY ITEMS/PRODUCTS: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFP/RFQ invitation and to the sample(s) furnished by Seller, 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 Purchaser's approval. Successful Offeror 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 Offeror at no expense to the Purchaser.

SAFETY WARRANTY: Seller warrants that the product sold to Buyer 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, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense. Have you attached the required warranty information to the RFP/RFQ (if applicable)? Yes, No.

APPLICABLE LAW

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.

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

CONTRACT OBLIGATION: Cameron County Commissioners Court must award the contract and the County Judge or other person authorized by the Cameron County must sign the contract before it becomes binding on Cameron County or the offerors. 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 purchase have been satisfactorily delivered and accepted.

ERRORS AND OMISSIONS: Errors and Omissions in the RFP / RFQ of any provision herein described will not be construed as to relieve the Vendor of any responsibility or obligation, requisite to the complete and satisfactory implementation, operation, and support of any and all equipment, systems or services.

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 agreement, 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 judgement of the party having the difficulty.

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

INFRINGEMENTS: There will be no warranty by buyer against infringements. As part of this contract for sales, Seller 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. Buyer 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 Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, (s)he will notify Buyer to this effect in writing within two (2) weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will hold Buyer harmless. If Seller 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 Buyer will pay Seller the reasonable cost of his/her search as to infringement. The contractor agrees to protect the County from claims involving infringement of patents or copyrights.

INTERPRETATION PAROLE EVIDENCE: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement, 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.

LATE PROPOSALS: Proposals must be received by the Purchaser before the hour and date specified. Proposals received after the time and date specified will be disqualified and may be returned to sender. Purchaser 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: Offeror must meet all Federal and State OSHA requirements.

REMEDIES: The successful Offeror and Purchaser agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

RIGHT TO ASSURANCE: Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give written assurance of their intent to perform. In the event that a demand is made, and no assurance is given within five (5) days the demanding party may treat this failure as an anticipatory repudiation of the contract.

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

VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Cameron County, Texas. These General Terms and Conditions shall be incorporated in this proposal. The Offeror shall specifically state acceptance of these terms and conditions as a basis for providing the Purchaser with the proposed commodities. The Offeror shall state exceptions to these terms and conditions and may suggest alternate wording that addresses the intent of the term or condition. The Purchaser may accept or reject any suggestions based on lawful and fair bidding practice.