



**CAMERON COUNTY
PURCHASING DEPARTMENT
INVITATION TO RFP**

RFP NUMBER # 1460-C

**RFP TITLE: THIRD PARTY ADMINISTRATION FOR SECTION IRC 125,
FLEXIBLE SPENDING ACCOUNTS,
& VOLUNTARY INSURANCE PLANS**

DATE DUE: AUGUST 12, 2014

DUE NO LATER THAN 11:00 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 11:01 a.m. (as per Purchasing Dept. time clock) on deadline due date.

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

Please return **ORIGINAL AND SIX (6) COPIES** RFP in sealed envelope. Be sure that return envelope shows the RFP Number, Description and is marked "SEALED RFP".

RETURN RFP TO:

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

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

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

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

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

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

Print Name: _____ Signature: _____

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

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

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

CHECK LIST

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

Cover Sheet

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

Instructions to Proposers

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

Special Requirements

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

Specifications / Scope of Work

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

Attachments

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

Be sure to complete these forms and return with packet.

RFP Guaranty & Performance Bond Information & Requirements

This form applies only to certain RFPs/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 RFP sealed with RFP #, title, Proposer 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 Proposing please let us know why by feedback at:
www.co.cameron.tx.us/purchasing/feedback.htm

INSTRUCTIONS FOR SUBMITTING RFP'S

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

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your RFP with all appropriate supplements and/or samples. Prior to returning your sealed RFP response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing web http://www.co.cameron.tx.us/purchasing/specs_notices.htm Addendums Column (updated Addendums). These Addendums must be signed and returned with your RFP in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Review this document in its entirety. Be sure your RFP is complete, and double check your RFP for accuracy.

Cameron County is an Equal Employment Opportunity Employer.

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

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

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

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions results in a change or addition to this RFP, the Change(s) and addition(s) will be forwarded to all proposers 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 RFP.

CONFLICT OF INTEREST QUESTIONNAIRE:

For vendor or other person doing business with local governmental entity

This questionnaire must be filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this Conflict of Interest form,

you must file with County Clerk's Office subject to above instructions.

can be downloaded at the following web site:

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

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

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

SUCCESSFUL PROPOSER WILL BE NOTIFIED BY MAIL. All responding proposers 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 proposers, media as per the Open Records Act and not be confidential in nature. If you deem any information as confidential, it should not be made part of your RFP package.

PLEASE NOTE CAREFULLY

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

1. **ORIGINAL AND SIX (6) COPIES OF RFP's MUST BE SUBMITTED** Each RFP shall be placed in a separate envelope completely and properly identified with the name and number of the RFP. RFP's must be in the Purchasing Department BEFORE the hour and date specified.
2. RFP's MUST give full firm name and address of the Proposer. Failure to manually sign RFP will disqualify it. Person signing RFP should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT.
3. RFP's CANNOT be altered or amended after deadline time. Any alterations made before deadline time must be initiated by Proposer or his authorized agent. No RFP can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.
4. The County is exempt from State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE TAX IN RFP.** Cameron County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.
5. Any Catalog, brand name or manufacturer's reference used in a RFP invitation is descriptive-NOT restrictive-it is to indicate type and quality desired. RFP's on brand of like nature and quality will be considered. If RFP is based on other than reference specifications, proposal must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete descriptions should be made part of the RFP. If Proposer takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc. as specified.
6. Written and verbal inquiries pertaining to RFP's must give RFP Number and Company.
7. NO substitutions or cancellations permitted without written approval of Director of Purchasing.

8. The County reserves the right to accept or reject all or any part of any RFP, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total RFP. Prices should be itemized. County also reserves the right to award either with or without trade-in, if applicable.
9. RFP unit price on quantity specified – extend and show total. In case or errors in extension, UNIT prices shall govern. RFP's subject to unlimited price increase will not be considered.
10. This is a RFP inquiry only and implies no obligation on the part of Cameron County.
11. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received. County.
12. Partial RFP's will not be accepted unless awarded by complete category or line item. **To be awarded by total RFP.**
13. It is expected that the Proposer will meet all state and federal safety standards and laws in effect on the date of the RFP for the item(s) being specified, and the particular use for which they are meant.
14. It is the responsibility of the proposer to ask any and all questions the proposer feels to be pertinent to the proposal. Cameron County shall not be required to attempt to anticipate such questions for proposers. Cameron County will endeavor to respond promptly to all questions asked.

POINT SYSTEM: For the purposes of the evaluation, our requirements have been grouped in four (4) categories. Some categories are designated as "mandatory", and in these, the vendor must satisfy all requirements. The other categories have a range of points based upon the weight per category multiplied by the score by vendor for each category. (Score: Perfect 10-9; Superior 8-7; Satisfactory 6-5; Unsatisfactory 4-2 min.) In these categories, each RFP will be assigned a value within the specified score according to how well the responses meet the requirements for the category. The following table lists the categories and the maximum points associated with each.

<u>CATEGORY</u>	<u>WEIGHT x SCORE = GRAND</u>
	<u>POINTS: TOTAL</u>
Proposer's total proposed price	30
Proposer's qualifications/experience	20
Proposer's support service	25
The proposed services and approach for meeting Cameron County's needs and requirements as well as future needs.	25
TOTAL	<u>100</u>

In the "Price" Category, the maximum points will be assigned to the RFP with lowest, total price computed as specified. The points assigned to each of the other RFPs will be reduced by the percentage by which the RFP's computed price exceeds the lowest price.

The points assigned for the other categories will be based on the information provided in the RFPs, checks of references cited, and data available from independent sources such as technical journals and rating newsletters.

CAMERON COUNTY, TEXAS
Request For Proposal # 1460-C
Third Party Administration for Section IRC 125,
Flexible Spending Accounts & Voluntary Insurance Plans

A. PLAN DESIGN

01. Overview: Cameron County plans to contract with an Administrator to provide services associated with a Section 125 IRC Cafeteria Plan to include Flexible Spending Accounts & Voluntary Insurance Plans. Current number of employees eligible for the Cafeteria Plan is 1,600, with 1,033 Premium Only, 111 Medical Reimbursement and 1 (one) Dependent Care Reimbursement.
02. Effective Date: The contract effective date is October 1, 2014.
03. The County desires to receive proposals for a three (3) year period. For the first year, Administrator will set-up computer system to create election forms based on current Cafeteria Plan enrollment and will provide staff for on-site enrollment during the month of September for October 1, 2014 effective date. After completion of the enrollment, the Administrator will provide analysis of the current voluntary insurance plans, develop recommendations for the for the voluntary insurance plans to be offered for the second year, and assist in the RFP process for selection of Voluntary insurance plans to be offered for the second year. The Administrator will also implement the on-line enrollment system to be used for second year enrollment.
04. It is the desire of the County to use a single source Administrator for all eligible Cafeteria insurance plans. The Administrator's function will be to provide an on-line portal from which to manage Cafeteria Plan benefits and on-line enrollment. The Administrator will be the single source of contact with the County for billing reconciliation of voluntary insurance plans.
05. Provisions:
 - a. Qualification Provisions: The proposing Administrative company will be required to show appropriate experience in administering IRC 125 Cafeteria Plans, Flexible Spending Accounts & Voluntary Insurance Plans. The selected company must meet the following criteria:
 - (1) Must have been in business of administering plans for at least three (3) years.
 - (2) Maintain web-site to allow employee on-line enrollment & status of Flex Account.
 - (3) Employ an administrative staff of at least ten (10), full time employees.
 - (4) Currently administering at least twenty-five (25) plans.
 - (5) Currently administering plans involving 1,000 or more participants..
 - b. General Provisions:
 - (1) The effective date of the contract will be October 1, 2014. All administrative charges must be guaranteed for a minimum of twelve (12) months from the effective date of the contract. You should indicate in your proposal if your company would be willing to guarantee administrative charges for a longer period.
 - (2) All proposals received from interested proposers will receive a fair evaluation. While price is a paramount consideration, Cameron County will consider all applicable factors in determining which is the best proposal. Cameron County reserves the right to reject any or all proposals, and to accept any advantage considered beneficial to it. Cameron

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County reserves the right to waive any information or minor defects or to accept any proposal deemed advantageous to it.

- (3) The administrator must work with Cameron County's personnel in planning, scheduling, and conducting the initial enrollment. The administrator will be required to work with Cameron County in establishing regular administration and maintenance procedures, such as billing, claims processing, and resolving employee disputes and questions.
- (4) Cameron County will assume that your proposal complies with all aspects of the Proposal Specifications, except in those areas which you specifically list as deficiencies and deviations. Therefore, it is important for you to specifically itemize all areas of deficiency and deviation from these Specifications.
- (5) Cameron County accepts no financial responsibility for any costs incurred by any proposer in the course of responding to these Specifications.
- (6) It should be noted that one of the primary objectives in selecting an administrator is to establish a long term relationship with the administrator in order to achieve pricing and service stability.
- (7) The criteria for selection of the successful proposer will be as follows:
 - (a) Ability to meet specifications regarding administrative services.
 - (b) Demonstration of ability to provide the services required.
 - (c) Effective administration, implementation, and maintenance of the plan.
 - (d) Total proposed price.
 - (e) The award of the contract(s) shall be made to the responsible offeror(s) whose proposal is determined to be the best value offer resulting from negotiations after all requests for proposals have been received. All factors, as outlined in the Specifications, will be taken into consideration in determining which proposal represents the best value.
 - (f) It is the County's primary objective to obtain professional Section 125 Administration Services. The County is willing to pay administrative fees in order to obtain the desired level of administrative service. The Section 125 Administrator will be allowed to sell supplemental voluntary insurance plans, but additional voluntary insurance plan will not be considered at this time. The County cannot tie the administration of the Cafeteria Plan to any supplemental voluntary insurance plan but will evaluate all supplemental plans on their own merits when the County decides to address proposals for voluntary insurance plans.

B. PLAN ADMINISTRATION

01. The administrator will be responsible for development of the plan document in full compliance with Internal Revenue Code, Section 125, and other related federal and state regulations.

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02. The administrator shall provide the information necessary to complete all reports required by governmental agencies and maintain appropriate records to assure that tax benefits of the plan remain intact.
03. The administrator must agree to utilize salary reduction agreements, work sheets, election forms, and other materials developing these forms.
04. The administrator will provide a schematic of their claims' filings, claims' processing, payment, reporting system, and on-line enrollment services.
05. The administrator shall provide Plan Documents and Summary Plan Descriptions. The proposed specimen Plan Document and SPD must be delivered to Cameron County within thirty (30) days of contract award date for review and approval.
06. The administrator will be responsible for providing claim forms, enrollment forms, maintenance forms, Explanation of Benefits' forms, for benefits not already provided under the County's existing employee health plan, and other necessary forms to provide sound, plan administration. Samples of forms to be used in administering the Plan must be provided with your proposal.
07. The administrator will agree that un-reimbursed medical expense claims should be funded on an "as filed" basis.
08. The administrator should have the capability of paying dependent care expense claims on a bi-weekly basis.
09. The administrator must not operate on an "assumed" deposit basis. Cameron County will provide contribution information following each payroll in the County's prescribed, computer format. The administrator must post actual contributions as they are reported.
10. Each quarter, Cameron County employees will receive an account balance statement at their home address.
11. Each year, in the ninth (9th) month of the Plan Year, the administrator must provide written notification to each, participating employee, at his/her home mailing address, as to the balance of their FSAs and also provide a reminder of the constructive receipt provisions of the law. Proposed wording must be reviewed by Cameron County during the first plan quarter. Copies of the notifications or a summary report will be required by Cameron County.
12. Each year, in the twelfth (12th) month of the Plan Year, the administrator must provide written notification to each participating Cameron County employee at his/her home mailing address as to the 90-day filing deadline for claims incurred during the Plan Year. Copies of the notifications or a summary report will be required by Cameron County. The year-end forfeiture accounting will be required.
13. The administrator must notify each terminating employee of his/her FSA balance and provide instructions for filing claims for the balance of the "runoff" period.
14. The administrator must agree that all records are the property of Cameron County. If the contract is terminated, the administrator agrees to turn over all records within a pre-determined time frame, and in a mode agreeable to Cameron County.

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15. The administrator will assist Cameron County in effectuating payroll conversion and testing of the payroll system for accuracy prior to the initial “live” run. The administrator will test, prior to the beginning of the Plan Year, its system for compatibility with Cameron County’s data output.
16. The administrator will provide a data servicing technician on-site at Cameron County’s location to assist in the development of all required data transfer material. Additionally, the data servicing technician will be available for subsequent on-site visits as required throughout the year to assist in the resolution of any data transfer problems that might arise. The cost of these visits will be included as part of the standard fee and not as a separate expense item.
17. The administrator will provide a monthly transaction register for un-reimbursed medical and dependent care to Cameron County. This must include a summary of total dollars paid and draft count under each account.

If any of the required, administrative services cannot be performed by the administrator, your proposal and cover letter should note any deviations.

C. PLAN COMMUNICATION

01. Pre-enrollment Materials: They must be developed and supplied to Cameron County by the administrator in advance of the enrollment.
02. Enrollment Meetings: There will be an enrollment prior to the effective date in which you will be required to be present and to assist in the presentation at Cameron County’s location(s). A sufficient number of trained representatives will have to be made available to Cameron County for purposes of conducting the enrollment.

The administrator must provide adequate personnel to conduct both the initial “election” and subsequent Plan Year enrollments with minimum disruption to Cameron County’s work schedule during specified allowable time frames.

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QUESTIONNAIRE

1. Can the proposed administrator provide all requested services? Yes No
Discuss any deficiencies, deviations, and enhancements.

2. Assuming Cameron County can provide payroll system data in the proper format, does your system have the capability to produce personal, current benefit, election reports for each employee, along with a report showing the cost of new options being offered to facilitate the enrollment?
Yes No

3. What commitment, in terms of manpower and other resources, will you make in terms of annual re-enrollment?

4. Explain how an employee may resolve questions, disputes, and errors involving their FSA? Who from your organization is involved (name, title, years of experience, etc.)?

- Is there a toll-free number provided for this purpose? Yes No

5. What enrollment resources are available? _____
How many enrollers will be involved in this project? _____

Explain your preferred enrollment process.

6. Please explain your business organization structure. Who are the principals; officers? Is this a corporation? Partnership? Sole Proprietorship?

7. Cameron County considers its personnel data to be “confidential” information. As administrator, how do you maintain this confidentiality in transmitting the information to Cameron County?

8. What contingencies have you made for catastrophic loss of records?

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9. Describe Flexible Spending Account Services:

a. Describe enrollment/communication services (Include samples of communication documents).

b. Describe claim payment services:

1. Where will claims be paid: _____

2. Is toll free telephone number available? Yes No

3. Can insured speak directly to claim examiner? Yes No

4. What is normal claim processing time? _____

5. Will you accept claim submission by fax or other electronic transmission? Yes No

Comment: _____

6. Describe claim payment system, including degree of automation: _____

7. Provide sample of claim form.

8. Provide sample of monthly, quarterly and annual reports.

c. Describe procedure for election confirmation (Include sample of election form & confirmation form): _____

d. Describe procedures for reporting forfeitures to participants and the County:

1. Prior to end of Plan Year: _____

2. Following end of Plan Year: _____

3. Will forfeitures be returned to County? Yes No

If yes, include sample of documentation & time period.

e. Describe banking arrangements: _____

f. Describe procedures used for HIPAA Privacy Compliance: _____

g. Do you offer debit card services? Yes No

If yes, attach description of services.

h. Do you use a Web site to allow employee access to their account information online? Yes No

If yes, attach description of services.

i. Do you currently provide on-line enrollment services? Yes No

If yes, attach description of services.

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10. Describe Premium Only Services:

- a. Do you currently provide on-line enrollment services?
If yes, attach description of services. Yes No
- b. Does your system provide for age-based products with age reduction?
If yes, attach description of services. Yes No
- c. Does your system provide for individual underwriting?
If yes, attach description of services. Yes No
- d. Does your system provide demographic information & current benefit elections at
time of enrolment?
If yes, attach description of services. Yes No
- e. Is your enrollment system multi-lingual?
If yes, attach description of services. Yes No
- f. Do you provide single source billing reconciliation services for the various
insurance companies providing Voluntary Insurance Plans?
If yes, attach description of services. Yes No

12. Attach the fee structure for the following services:

- a. Flexible Spending Account
- b. Debit Card
- c. Enrollment/Communication
- d. On-site Enrollers
- e. Supplemental Voluntary Insurance Accounting
- f. Membership enrollment history

13. Proposal submitted by:

 Company Name

 Address

 Authorized Signature

 Type Signatory's Name

 Signatory's Email Address

 Telephone Number/Fax Number

CAMERON COUNTY, TEXAS

Cafeteria Plan Enrollment

Review Date: June 1, 2014

Count	Description
631	Blue Cross Blue Shield Group Plan
862	Ameritas Dental Group Plan
591	Ameritas Vision Group Plan
2,084	Sub-Total Group Plans
111	FSA Medical Reimbursement
1	FSA Dependent Care Reimbursement
112	Sub-Total FSA Plans
268	American Heritage Cancer
141	American Heritage Heart/Stroke
10	American Heritage Hospital
98	AFLAC Accident
42	AFLAC Cancer
17	AFLAC Specific Event
6	AFLAC Hospital
11	CAIC AFLAC Hospital Indemnity
2	AIG Cancer
595	Sub-Total Individual Policies
2,791	Total

Comments:

1. Source is Cameron County insurance records.

**FLEXIBLE BENEFITS
ADMINISTRATIVE SERVICES AGREEMENT
CAMERON COUNTY**

This agreement is entered into between Cameron County, hereinafter referred to as Employer, and Boon-Chapman Benefit Administrators, Inc., hereinafter referred to as B-C, to be effective on October 1, 2011.

Whereas Employer has adopted an employee benefit plan, hereinafter referred to as the Plan, for certain employees and their dependents, hereinafter referred to as Participants; and

Whereas Employer has asked B-C, and B-C has agreed, to perform those services that are provided herein, in accordance with the terms of this agreement;

Now therefore, in consideration of the mutual promises and covenants contained herein, it is hereby agreed as follows:

SECTION 1 — ADMINISTRATIVE SERVICES

B-C shall provide Employer with the following administrative services for operation of the Plan:

- A. process electronic payroll deduction file for all Cafeteria Plan Elections within two days of receipt;
- B. process electronic enrollment files within two days of receipt;
- C. posting of Flexible Spending Account contributions to each employee's account by benefit;
- D. issue of payments from employee's benefit account for designated benefits or reimbursement to employees for eligible expenses, to the extent that funds are available;
- E. posting of disbursements to employee's benefit account;
- F. providing Employer with a record of contributions, disbursements, and account balances;
- G. providing Employer with a record of bank account transactions whenever checks or direct deposit payments are issued.
- H. provide 24/7 web access for both employer and participant access to account information;
- I. provide periodic written account balance statements to Flexible Spending and Dependent Care participants;
- J. provide customer service access between the hours of 8:00am and 5:00pm Monday thru Friday;
- K. enter all claims within thirty-six (business) hours of receipt;
- L. provide a dedicated account representative; and
- M. update client when there are regulatory changes.

B-C shall maintain complete and accurate records with respect to the services rendered and the cost incurred under this Agreement. In addition, B-C shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting principals, shall be clearly identified and shall be kept readily accessible for a period of five (5) years from the date of final payment under this Agreement.

Section 2 — Financial Arrangements

- A. Employer will establish an account with a bank of its choice and will be responsible for all account charges.
- B. Employer will deposit employee contributions for all FSA benefits into the Plan account each pay period.
- C. B-C will issue benefit payments from the Plan.

SECTION 3 — INFORMATION PROVIDED BY EMPLOYER

It is mutually understood that the effective performance of certain services by B-C under this agreement will require that Employer furnish the following information to B-C on a monthly basis:

- A. any change in a Participant's employment status;
- B. any change in a Participant's contribution amount;
- C. any change in a Participant's coverage type;
- D. salary reduction information for any new Participant; and
- E. verification of funds in claim account.

If Employer fails to furnish any required information promptly, B-C shall not be responsible for any delay in the performance of services caused by failure of Employer to provide such information promptly.

SECTION 4 — ADMINISTRATIVE FEES

- A. B-C will be paid a monthly fee specified in Endorsement A by the twentieth day of each month.
- B. Employer shall pay B-C, on the date of assessment, any tax or charge assessed against B-C that may be incurred by reason of:
 - 1. a ruling or other determination by any insurance department or other governmental authority, to the effect that any administrative fee payable under Section 4 or the amount of the claim payments made in accordance with the Plan and Section 1, Paragraph D, of this agreement is an insurance premium and subject to the premium tax provisions of the applicable statutes, including any retroactive assessment; or

2. a change in any charges imposed on B-C by any public body, exclusive of federal or state income taxes.
- C. A fair and reasonable additional fee for additional service or expense required of B-C because of governmental regulation or Employer that was not known or contemplated at the time this agreement was executed.
 - D. Notwithstanding Paragraphs A and B of Section 4, B-C shall also have the right to change any administrative fee or other charge on the anniversary date of this agreement by giving not less than 30 days' prior written notice to Employer. Any change in administrative fee shall apply to periods occurring subsequent to the change unless otherwise mutually agreeable to the parties hereto.

SECTION 5 — MISCELLANEOUS PROVISIONS

- A. B-C, in performing its obligations under this agreement, is acting only as an independent contractor of Employer, and the rights and responsibilities of the parties shall be determined in accordance with the laws relating to independent contractors, except as otherwise herein provided. For the purposes of the Employee Retirement Income Security Act of 1974 and any applicable state legislation of similar nature, Employer shall be deemed the administrator and sponsor of the Plan.
- B. B-C shall not be liable for, or be required to use its funds for, the payment of claims under the Plan. B-C shall not be considered the insurer or have the liability of Employer to provide contributions or benefits for the Plan's Participants. Employer shall be responsible for all expenses of the operation of the Plan, except as provided under this agreement.
- C. B-C shall use care and diligence in the exercise of its powers and the performance of its duties as administrator hereunder but shall not be liable for any mistake or judgment or other action taken in good faith or for any loss unless resulting from its gross negligence.
- D. Employer agrees, to the extent permitted by the Texas Constitution and Texas state laws, to indemnify and hold B-C and its partners, officers, and employees harmless against any and all loss, damage, and expense, including court costs and attorneys' fees, resulting from and arising out of claims, demands, or litigation brought against B-C in administering the Plan or to recover claim payments under the Plan.
- E. B-C reserves the right to seek the services of persons or firms having special knowledge or facilities in performing its duties under this agreement. Charges for such services will be the responsibility of B-C, unless prior agreement is made with Employer.
- F. Any notice required by this Agreement must be in writing and given by depositing the same in the United States mail, first class postage paid, by prepaid overnight courier or by delivering the same in person. Such notice shall be deemed received on the date on which it is hand-delivered, or if mailed, on the earlier of the date actually received or (whether or not received) on the fifth business day following the date on which it is so mailed. Notices shall be address as follows:

If to the Employer: Cameron County

If to the Administrator:

Kevin Chapman
Boon-Chapman
12301 Research Blvd, Suite 400
Austin, TX 78759

SECTION 6 — DURATION OF AGREEMENT

This agreement shall take effect on the effective date and terminate 12 months hence, this period being the first agreement period. This agreement shall automatically be renewed for successive 12-month periods (subsequent agreement periods) unless terminated by either party hereto giving written notice to the other party hereto 90 days prior to the termination date of the then-current term of this agreement. Rates are guaranteed for three years from the effective date of the plan.

SECTION 7 — LAWS GOVERNING AGREEMENT

This agreement is performable in Cameron County, Texas, and shall be construed and enforced according to the laws of the state of Texas.

SECTION 8 — AGREEMENT COUNTERPARTS

This agreement may be executed in any number of copies, each of which shall be deemed an original, and said copies shall constitute but one and the same instrument.

SECTION 9 — MODIFICATION OF AGREEMENT

- A. This agreement and any attachments thereto constitute the entire agreement between the parties hereto. Changes in this agreement or in any attachment thereto may be made by mutual agreement between B-C and Employer. Any such change or amendment must be in writing and signed by the parties hereto prior to becoming effective.
- B. In the event that this agreement or any part hereof is found to be in conflict with the Employee Retirement Income Security Act of 1974 or similar statutes, the conflicting provisions are hereby amended to conform to the minimum statutory requirements.

SECTION 10 — TERMINATION OF AGREEMENT

- A. If any state or other jurisdiction enacts a law that prohibits the continuance of this agreement, or if any existing law is interpreted to prohibit the continuance of this agreement, the agreement shall terminate on the date required by such law or interpretation.
- B. In the event that B-C fails to perform its duties hereunder in a reasonable and competent manner, Employer shall give written notice to B-C of the existence of any default in the performance of its duties, and thereafter B-C shall have 15 calendar days to correct such default. In the event B-C fails to correct such default, Employer may terminate this agreement after the expiration of the 15-day period by giving B-C 30 days' written notice of termination and reason therefore, and the

termination will not be effective until 30 days after the date of that notice. Notice shall be deemed effective when deposited, properly addressed, postage prepaid, in the United States mail, either by registered mail, or by certified mail, with return receipt requested.

- C. In the event Employer fails to perform its duties and responsibilities hereunder, Employer will have 15 days from date of receipt of written notice of the default to correct such default. If Employer does not correct such default within said 15 days, this agreement will be deemed to have terminated on the date of the aforementioned notice of default. B-C will not be responsible for performing any duties of this agreement thereafter.
- D. In the event of termination of this agreement, B-C shall complete the processing of all requests for benefit payments under the Plan that have been received by it as of the date of termination but it shall have no obligation:
 - 1. to complete the processing of any such requests upon its determination that Employer has failed to provide funds for benefit payments;
 - 2. to process requests for benefit payments presented to it after the date of termination of this agreement; or

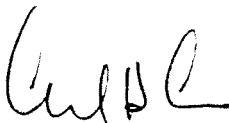
SECTION 11 — MISCELLANEOUS

In the event of litigation between the parties hereto that arises out of the contractual relationship created hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs of litigation, in addition to any other remedies that may be available, both legal and equitable.

In witness whereof, the parties hereto have executed this agreement by their respective officers duly authorized and certified by their governing boards to do so.

CAMERON COUNTY

BOON-CHAPMAN BENEFIT ADMINISTRATORS, INC.

By: 

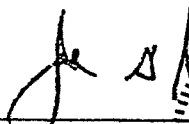
By: 

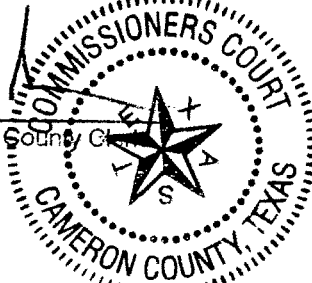
Title: Carlos H. Cascos, CPA
County Judge

Title: Vice President

Date: September 15, 2011

Date: 9/12/11

Attested by: 
Joe G. Rivera, County Clerk



**ENDORSEMENT A
FLEXIBLE BENEFITS ADMINISTRATIVE SERVICES AGREEMENT
CAMERON COUNTY**

A. Benefits to be administered:

Flexible Spending Account (FSA) benefits

- Uninsured health expenses
- Dependent care expenses

B. Administrative fees

1. The monthly charge per participating employee will be as follows:

1 or 2 FSA Accounts	\$5.00
Premium Only Plan	\$1.15

The number of participants will be those who are participating the first month the plan is in operation and may be adjusted monthly according to number of participants.

2. The minimum monthly fee is: Waived
3. The set-up charge is: \$300.00
4. Document Preparation charge is: Waived
5. Enrollment assistance is: \$700.00 per day per enroller

CAMERON COUNTY

By: _____

Carlos H. Cascos, CPA
County Judge

Date: _____

September 15, 2011

BOON-CHAPMAN BENEFIT
ADMINISTRATORS, INC.

By: _____

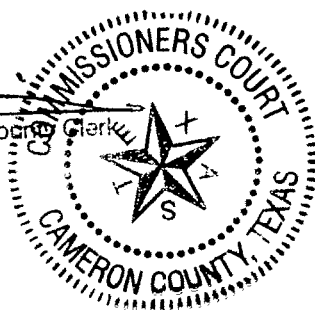
Title: President

Date: _____

9/12/11

Attested by: _____

Joe G. Rivera, County Clerk



RFP Title _____

Proposer's Name _____

Attachment A

REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this RFP. ***THIS FORM MUST BE RETURNED WITH YOUR RFP.***

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

STATE OF TEXAS
COUNTY OF CAMERON

AFFIDAVIT

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

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

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

Name and Address of Proposer :

Telephone number _____ Fax number _____

Signature
Name: _____ Title: _____

SWORN TO AND SUBSCRIBE BEFORE ME THIS _____ day of _____ 20 _____.

Notary Public in and for County _____ State _____

THIS FORM MUST BE RETURNED WITH YOUR RFP

RESIDENCE CERTIFICATION

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

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

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

I certify that _____ is a Resident
(Company Name)
Proposer of Texas as defined in Government Code §2252.001.

I certify that _____ is a Nonresident
(Company Name)
Proposer as defined in Government Code §2252.001 and our principal place of business is

(City and State)

Print Name: _____ Signature: _____

THIS FORM MUST BE RETURNED WITH YOUR RFP

CAMERON COUNTY EXPRESSLY REQUESTS THAT PROPOSERS NOT DISCUSS THIS ENGAGEMENT OR THIS PROPOSER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER PROPOSERS OR ANY MEMBER OF COMMISSIONERS' COURT, ANY COUNTY OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY COMMISSIONERS COURT. EXCLUDED ARE PRE-PROPOSAL CONFERENCES, EVALUATION COMMITTEE SCHEDULED PROPOSER PRESENTATIONS OR PROPOSER INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS. YOU MAY CONTACT THE PURCHASING AGENT / PURCHASING DEPARTMENT AT ANY TIME.

FROM RFP OPENING DATE THROUGH COMMISSIONERS COURT MEETING FOR SELECTION, VENDORS WILL NOT APPROACH THE COUNTY JUDGE OR COMMISSIONERS TO DISCUSS MATTERS PERTAINING TO THIS RFP.

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

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

Signature of person submitting this RFP

Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

ORDER NO. 2007O2005

THE STATE OF TEXAS §
COUNTY OF CAMERON §

ORDER ADOPTING CONTRACTING RULES FOR PERSONS INDEBTED TO COUNTY

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

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

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

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

ADOPTED this 13 day of March, 2007.

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

Cameron County Acct #'s : Real Estate Personal Property

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

Signature of person submitting this RFP

Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

Certification Regarding Debarment, Suspension Ineligibility

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

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

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

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

THIS FORM MUST BE RETURNED WITH YOUR RFP

CONFLICT OF INTEREST QUESTIONNAIRE

**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

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

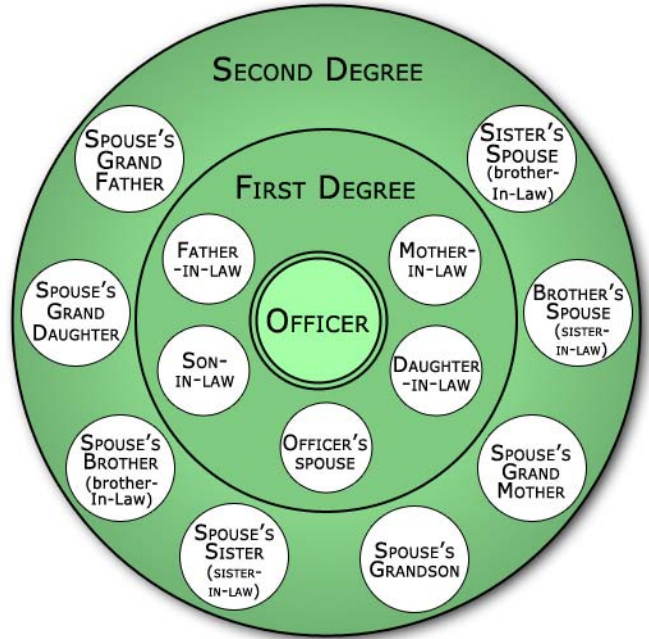
Date

NEPOTISM CHART

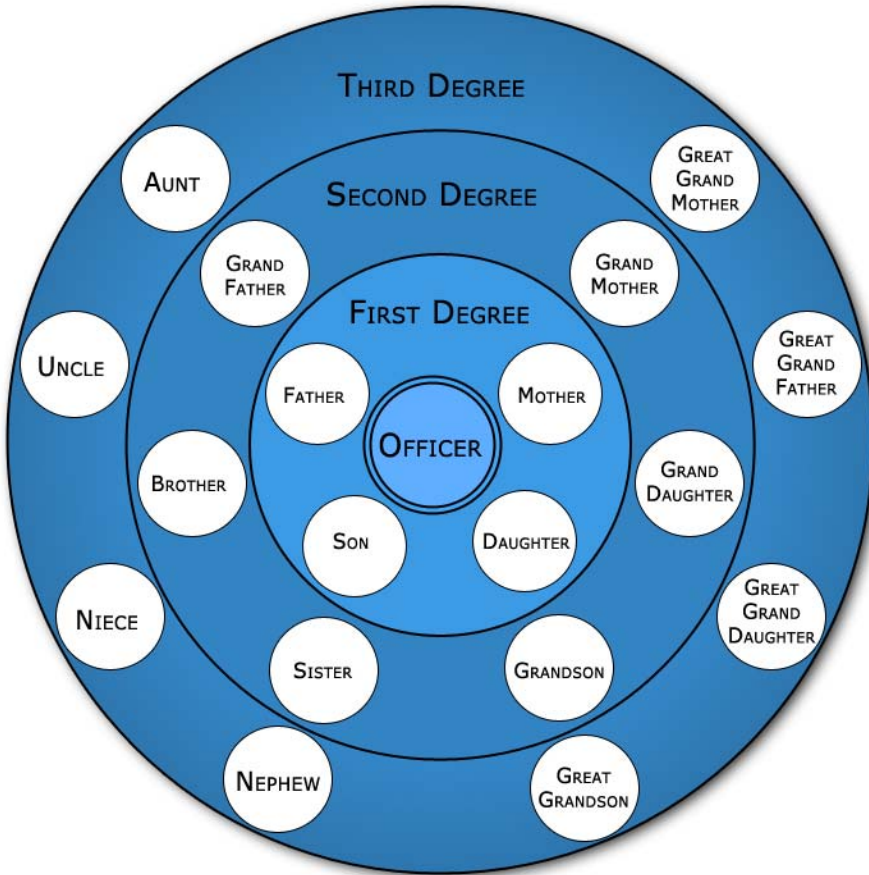
The chart below shows

- **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: _____

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.

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 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 judgment 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,

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.