



**CAMERON COUNTY
PURCHASING DEPARTMENT
INVITATION TO RFP**

RFP NUMBER # 1460-EAP

RFP TITLE: EMPLOYEE ASSISTANCE PROGRAM (EAP)

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: **Kenneth Wethe** at (214) 350-9570

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 unit 2:00 p.m. of the next business day, for opening at up coming 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 s 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 inquires 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	40
Proposer's qualifications/experience	20
Proposer's support service	20
The proposed services and approach for meeting Cameron County's needs and requirements as well as future needs.	20
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-EAP
Employee Assistance Program (EAP)

SUBMISSION FORMS

ASSUMPTIONS:

1. Employee Assistance Program (EAP) services are to be provided for approximately 1,660 full-time employees of the County and their family members.
2. Services are to be for a 6 Session Basic EAP program and are not to include Gatekeeper (managed care) services.
3. Services to be provided are to be in compliance with federal and state confidentiality laws.
4. The County is requesting proposals for a three year period on one of the following basis:
 - Fixed price for a three year period, or
 - Two annual renewal adjustments determined by formula at the time the contract is awarded, or
 - One year contract with two annual renewal options deemed to be favorable to the County.
Renewal rates must be provided to the County by July 1 (90 days prior to the anniversary date).
5. Quote is not to contain agent commissions or fees. The County desires a direct contract with the service provider.

QUESTIONS:

1. Describe organization:
 - a. Name of Firm: _____
 - b. Address: _____

 - Contact Person: _____
 - Telephone Number: _____ Email Address _____
 - c. Name of Owner or Parent Company: _____
 - d. Year Founded: _____
 - f. Does Organization have any relationship with Health Care/Psychiatric Provider? Yes No
If so, describe: _____
 - g. Is your organization currently licensed by Texas for Utilization Review Services? Yes No
If so, provide Certificate of Authority.
2. Describe EAP experience in terms of:

	<u>Employers</u>	<u>Employees</u>
a. Number of total clients	_____	_____
b. Number of Texas clients	_____	_____
c. Number of Texas counties	_____	_____

CAMERON COUNTY, TEXAS

Request For Proposal # 1460-EAP

Employee Assistance Program (EAP)

3. Describe Managed Mental Health and Substance Abuse Program experience in terms of:

	<u>Employers</u>	<u>Employees</u>
a. Number of total clients	_____	_____
b. Number of Texas clients	_____	_____
c. Number of Texas counties	_____	_____

4. Provide five Texas client references, preferably government entities, which have been with your organization for over three (3) years:

<u>Client Name</u>	<u>Contact Person</u>	<u>Telephone #</u>	<u># Employees</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. Describe EAP staff.

a. Provide Organization Chart with specific reference to Cameron County service in the Cameron County area.

b. Describe the professional qualifications and roles for EAP staff workers.

c. Provide background information on staff members to be directly involved with the County's employees for training and counseling. (including ability to communicate in Spanish & English.)

d. Will a staff member be located in the Cameron County area? Yes No

6. Describe use of outside contact services:

a. Describe EAP network: _____

b. Describe selection process for network providers: _____

c. Do you contract directly with providers? Yes No

If not, describe organization used: _____

d. How do you maintain quality in network (describe credential process)?

CAMERON COUNTY, TEXAS

Request For Proposal # 1460-EAP

Employee Assistance Program (EAP)

e. Provide background information on Cameron County area providers: _____

7. Describe EAP counseling services for employee and family:

a. Domestic, Emotional & Job _____

b. Substance Abuse _____

c. Financial _____

d. Legal _____

e. Other _____

f. Number of hours of EAP counseling provided per episode:

	<u>Employee</u>	<u>Dependent</u>
Telephone	_____	_____
In Person	_____	_____

g. Number of Sessions provided:

Per Episode	_____	_____
Per Year	_____	_____

h. Describe procedures for maintaining confidentiality of employees who use EAP services:

i. Describe telephone service.

1. What services are available? _____

2. What is time period (24 hours)? _____

3. Is the telephone answered by local person? Yes No

4. If not a local number, is a toll-free number provided? Yes No

5. Describe qualifications of person answering telephone _____

j. Describe facilities used for counseling sessions, including locations & hours available.

CAMERON COUNTY, TEXAS

Request For Proposal # 1460-EAP

Employee Assistance Program (EAP)

k. Do employees have 24 hour access for crisis situations? Yes No

If so, please describe (including ability to communicate in Spanish & English), _____

l. Do you provide post trauma debriefings as part of the EAP? Yes No

If so, please describe. _____

m. Describe procedure for managing and monitoring a substance abuse treatment follow-up program.

8. Describe the County's training and orientation (include time period):

a. Training for current Managers and Supervisors: _____

b. Orientation for current employees: _____

c. Training for new Managers and Supervisors: _____

d. Orientation for new employees: _____

e. Do you conduct educational workshops? Yes No

If so, please describe: _____

9. Describe communication materials.

a. Please provide samples of all communication materials that are included in base price.

b. Are communication materials available in both Spanish & English? Yes No

10. Describe reporting and monitoring of program:

a. Describe experience/utilization reports, include sample of each report. _____

b. How often are reports provided? _____

CAMERON COUNTY, TEXAS

Request For Proposal # 1460-EAP

Employee Assistance Program (EAP)

- c. Do you conduct satisfaction surveys? Yes No

If so, please describe and provide sample. _____

- d. Describe how success of program can be monitored by _____

11. Describe liability insurance.

- a. What are your limits of professional liability and public liability insurance, per individual and per occurrence?

- b. Describe insurance requirements for contract providers. _____

- c. Will you agree to provide Cameron County with certificate of liability insurance for duration of contract?

Yes No

12. Describe contract.

- a. Provide specimen contract for the proposed services.

- b. For what period of time are costs guaranteed? _____

13. Variations:

- a. Please state any variations to the Request for Proposal Assumptions or other qualifications for your quote:

14. Rate Guarantee:

- a. For what period of time are quoted rates guaranteed? _____

- b. Is a longer rate guarantee available? Yes No

If so, please describe: _____

CAMERON COUNTY, TEXAS

Request For Proposal # 1460-EAP

Employee Assistance Program (EAP)

COSTS:

1. Basic Program (6 Session EAP)	<u>Units</u>	<u>Amount</u>
a. Monthly Cost	_____	_____
b. Set-Up Cost	_____	_____
c. Reports	_____	_____
d. Other Cost	_____	_____
Total		_____

Company Name

Authorized Signature

Address

Type Signatory's Name and Title

Telephone Number Fax Number

Date

Signatory's Email Address

Interface EAP Analysis of Utilization Report Employee Assistance Program

Employer: 685 - Cameron County

Anniversary Date: 9/01/2007

Time Period Covered: 10/1/2013 - 6/30/2014

Case Activity for this Period:

EAP Contacts Year to Date: 40

Source of Cases Accepted:

Self Referral: 40 (100.0%)

Supervisor (Formal): 0 (0.0%)

Participant:

Employee: 30 (75.0%)
Family Member: 10 (25.0%)

Sex:

Male: 15 (37.5%)
Female: 25 (62.5%)

Presenting Problems:

Depression: 2 (5.0%)
Family: 1 (2.5%)
Legal: 12 (30.0%)
Alcohol/Drugs: 1 (2.5%)
Marital: 5 (12.5%)
Behavioral: 4 (10.0%)
Stress/Anxiety: 10 (25.0%)
Financial: 1 (2.5%)
CISD: 0 (0.0%)
Job/School: 1 (2.5%)
Parent/Child: 0 (0.0%)
Grief: 1 (2.5%)
Grief Debriefing: 0 (0.0%)
Other: 1 (2.5%)

Utilization Details Report
Cameron County
10/1/2013 - 6/30/2014

Case #	Date	Referral Source	Summary
685-0256	10/01/2013	Family	Stress/Anxiety
685-0257	10/02/2013	Media	Marital/Relationship
685-0258	10/07/2013	Media	Behavioral
685-0260	10/09/2013	Media	Legal
685-0261	10/17/2013	Media	Others
685-0262	10/17/2013	Media	Legal
685-0263	10/22/2013	Media	Stress/Anxiety
685-0264	10/22/2013	Media	Stress/Anxiety
685-0265	10/22/2013	Media	Stress/Anxiety
685-0266	10/23/2013	Media	Depression
685-0267	10/30/2013	Media	Legal
685-0268	11/04/2013	Media	Legal
685-0269	11/04/2013	Media	Legal
685-0270	11/06/2013	Provider	Stress/Anxiety
685-0271	11/13/2013	Media	Behavioral
685-0272	12/03/2013	Media	Stress/Anxiety
685-0273	12/11/2013	Media	Legal
685-0274	12/27/2013	Media	Legal
685-0275	01/02/2014	Media	Legal
685-0276	01/02/2014	Supervisor	Marital/Relationship
685-0277	01/14/2014	Family	Grief
685-0278	01/21/2014	Media	Marital/Relationship
685-0279	01/29/2014	Self	Legal
685-0280	02/13/2014	Media	Marital/Relationship
685-0281	02/14/2014	Media	Depression
685-0282	03/10/2014	Media	Stress
685-0283	04/03/2014	Media	Stress
685-0284	04/07/2014	Media	Community Resource
685-0285	04/10/2014	Media	Family
685-0286	04/29/2014	Media	Legal
685-0287	04/30/2014	Media	Job/School
685-0288	05/14/2014	Self	Behavioral
685-0289	05/19/2014	Media	Marital/Relationship
685-0290	05/27/2014	Media	Legal
685-0291	05/27/2014	Media	Legal
685-0292	06/06/2014	HR	Stress
685-0293	06/11/2014	Media	Financial
685-0294	06/12/2014	Media	Stress
685-0295	06/26/2014	Friend	Alcohol/Drugs
685-0296	06/27/2014	Supervisor	Behavioral

**Interface EAP
Analysis of Utilization Report
Employee Assistance Program**

Employer: 685 - Cameron County

Anniversary Date: 9/01/2007

Time Period Covered: 10/1/2012 - 9/30/2013

Case Activity for this Period:

EAP Contacts Year to Date: 35

Source of Cases Accepted:

Self Referral: 35 (100.0%)

Supervisor (Formal): 0 (0.0%)

Participant:

Employee: 30 (85.7%)
Family Member: 5 (14.3%)

Sex:

Male: 10 (28.6%)
Female: 25 (71.4%)

Presenting Problems:

Depression: 3 (8.6%)
Family: 9 (25.7%)
Legal: 3 (8.6%)
Alcohol/Drugs: 3 (8.6%)
Marital: 8 (22.9%)
Behavioral: 2 (5.7%)
Stress/Anxiety: 5 (14.3%)
Financial: 1 (2.9%)
CISD: 0 (0.0%)
Job/School: 1 (2.9%)
Parent/Child: 0 (0.0%)
Grief: 0 (0.0%)
Grief Debriefing: 0 (0.0%)
Other: 0 (0.0%)

Utilization Details Report
Cameron County
10/1/2012 - 9/30/2013

Case #	Date	Referral Source	Summary
685-0221	10/19/2012	Media	Family
685-0222	10/22/2012	Media	Stress/Anxiety
685-0223	10/31/2012	Media	Marital/Relationship
685-0224	11/12/2012	Media	Stress/Anxiety
685-0225	11/16/2012	Media	Family
685-0226	12/05/2012	Other	Marital/Relationship
685-0227	12/10/2012	Media	Family
685-0228	12/12/2012	Media	Family
685-0229	01/02/2013	Media	Marital/Relationship
685-0230	01/15/2013	Family	Depression
685-0231	01/29/2013	Media	Behavioral
685-0232	01/31/2013	Provider	Job/School
685-0233	02/06/2013	Friend	Stress/Anxiety
685-0234	02/13/2013	Media	Marital/Relationship
685-0235	03/18/2013	Media	Alcohol/Drugs
685-0236	03/19/2013	Media	Family
685-0237	04/19/2013	Media	Stress/Anxiety
685-0238	04/22/2013	Media	Legal
685-0239	04/23/2013	Self	Legal
685-0240	04/29/2013	Media	Family
685-0241	05/01/2013	Media	Legal
685-0242	05/21/2013	Media	Marital/Relationship
685-0243	05/23/2013	Media	Financial
685-0244	05/28/2013	Family	Stress/Anxiety
685-0245	05/30/2013	Media	Depression
685-0246	06/03/2013	Media	Alcohol/Drugs
685-0247	06/04/2013	Media	Family
685-0248	06/17/2013	Media	Marital/Relationship
685-0249	06/19/2013	Self	Family
685-0250	06/26/2013	Media	Marital/Relationship
685-0251	07/15/2013	Family	Alcohol/Drugs
685-0252	07/31/2013	Friend	Behavioral
685-0253	08/06/2013	Media	Depression
685-0254	08/29/2013	Friend	Marital/Relationship
685-0255	09/23/2013	Media	Family

Outline of Interface EAP Services

Employee Assistance Program (EAP):

- 6 counseling sessions provided on per problem, per plan year structure. The EAP covers the employee spouse, and legal dependents.
- Nationwide 24-hour access to crisis counselors provided via an 800 number.
- Services and promotional materials available in both English and Spanish.
- Counseling sessions provided for many types of personal problems including: stress, depression, family, work-related, alcohol & drug, marital, legal, financial, and others.
- All EAP counseling provided through Interface's nationwide network of licensed clinicians established in private practice.
- Legal assistance provided with up to 3 accesses per family household, per plan year. Covered services at no charge include: drafting of simple wills, document review, letter writing, and consultations (up to 30 minutes). Additional services and referrals for representation provided at a discounted rate of up to 25 percent.
- Financial counseling provided with up to 3 accesses per family household, per plan year. Counseling for financial problems and debt consolidation provided through the EAP and community resources. Retirement and investment services provided through a consultation with a financial advisor (up to 30 minutes). Additional services available at a discounted rate.
- Access to participant website (www.4eap.com) including an online request for services, Legal and Financial forms & information, Work/Life and Wellness resources.
- Employee meetings, supervisory training, and DOT training provided. SAP referrals provided at no additional charge. SAP assessments under the DOT guidelines available on a fee-for-service charge.
- Critical Incident Stress Debriefing (CISD) and Wellness Seminars provided on a variety of topics.
- Promotional materials:
 - Monthly Electronic Newsletter for Employees
 - Monthly Electronic Newsletter for Supervisors
 - Monthly Electronic Wellness materials
 - Quarterly Fliers (hard copy)
 - EAP Brochures
 - EAP Wallet Cards
 - Posters
- Dedicated Account Executive
- Unlimited Supervisor Consultation on workplace and productivity issues
- Quarterly Utilization Reports

CONTRACT
for
CAMERON COUNTY

EMPLOYEE ASSISTANCE PROGRAM

Provided
by
INTERFACE EAP



This contract is between **CAMERON COUNTY** and Interface EAP for an Employee Assistance Program (EAP) as described below:

I. Services

The services to be provided by Interface EAP are as follows:

1. Twenty-four hour telephone service with both a local Houston and a toll-free national number for employees and family members to use for any personal problem.

2. Diagnosis, assessment, initial treatment planning, and if necessary a referral for personal problems, particularly those with the potential for affecting work performance. This includes consultation with our professionals until an accurate diagnosis and initial treatment plan is reached for each client of the EAP.

3. Supervisory/Management training for supervisors on recognizing, documenting, and referring an employee with job performance issues to the EAP, as well as providing information on all services of the EAP.

4. An employee orientation will be available to familiarize all employees with the services provided by the EAP and the process for utilizing the program.

NOTE: Both supervisory training and employee orientations will be presented either by video or a Program Coordinator and will include printed materials. Please see Section VII, Available In-Service Hours, for the number of hours available to **CAMERON COUNTY** for Supervisory/Management training and/or Employee Orientations. Travel costs for hotel and transportation may be charged back to **CAMERON COUNTY** for in-person meetings depending on location and group size.

5. Ongoing program awareness in the form of posters, handouts, and promotional flyers for distribution and display.

6. Assistance in establishing a clear policy letter concerning **CAMERON COUNTY**'s position on employees who use the EAP.

7. Quarterly utilization reports. This will include nature of the contact, referral source, and demographics of employees, providing that certain information will not jeopardize confidentiality.

8. Access to participant website (www.4eap.com) and online Work/Life and Wellness resources including a variety of educational materials, personal health profiles, and an on-line store offering free and discounted wellness materials. Also available is a searchable work/life database containing childcare, elder care, adoption, school and college resources.

9. Critical Incident Stress Debriefing (CISD) to take place between 24 and 72 hours after a traumatic event. Wellness Seminars will also be made available with topics to be chosen by **CAMERON COUNTY**. Please see Section VII, Available In-Service Hours, for the number of hours available to **CAMERON COUNTY** for Critical Incident Stress Debriefing and/or Wellness Seminars.

10. Representation at health fairs: Please see Section VII, Available In-Service Hours, for the number of days available to **CAMERON COUNTY** for Health Fairs.

11. Services requested and provided beyond those outlined in Section I will be billed to CAMERON COUNTY. Please see attached In-Service Fee Schedule for pricing.

II. Procedures

An employee/family member will have initial contact with a clinically trained care coordinator at Interface. A case will be opened and they will be referred to a licensed counselor established in private practice with experience in the area of the presenting problem. The employee/family member may request another counselor, for any reason, after their first session without losing that session as one of the allotted sessions for that problem. The employee, a supervisor, or both may initiate contact. A family member may be referred to the program by his or her own call or by a referral of the employee.

When an employee or family member contacts the EAP, they will be directed to the most convenient office location in their area. A licensed counselor will be assigned to diagnose, assess, formulate an initial treatment plan, and if necessary refer for additional treatment. In all instances the need and/or problem will be addressed. The goal of the counseling process for an employee will be his or her effective return to full productivity.

III. Publicity of Services

CAMERON COUNTY will inform its employees of the services provided by Interface with at least a letter emphasizing the confidentiality of the EAP. The letter should inform employees that the program is confidential and that any employee seeking assistance will not jeopardize his or her position with the organization.

Interface will provide literature in the form of brochures describing the EAP, and all services included in Section I of this contract.

IV. Reporting

When the initial contact is the result of a supervisory referral in regards to job performance issues, an EAP care coordinator will inform the supervisor of the following: 1) whether the employee has contacted the Employee Assistance Program, 2) whether treatment goals have been established (without identification of those goals), and 3) whether there is progress (but not the nature of that progress) toward treatment goals. Interface provides an employee release form that authorizes pertinent information regarding the progress of treatment to be released to the supervisor. Interface encourages this release if a supervisor has referred the employee. Only with a signed release from the employee can Interface release any information regarding contact or other information to anyone except as required by law.

Employees who make their own contact (self-referrals) with the EAP will be encouraged to share information with supervisors if deemed appropriate by the counselor. No reports will be made to CAMERON COUNTY concerning self-referrals other than the agreed upon reports in Section I. Neither the purpose nor content of the contact by an employee or family member will be revealed to any representative of CAMERON COUNTY.

CAMERON COUNTY will provide a list of employees including their social security numbers to Interface for the purpose of verifying employment. An updated list will be provided monthly, or as there are material changes in employment.

All agreed upon analysis are dependent on the existence of data to be provided by CAMERON COUNTY in a relatively accessible form with all due regard for the confidentiality of employees.

Except as provided herein, or by law, the identity of the employee or family member, the nature of the contact, treatment progress and prognosis, will be confidential and reported to no one without the written consent of the employee or family member.

V. Consultation

A clinically trained care coordinator and/or crisis counselor will be available to employees and family members 24 hours a day via a national toll free number to assist with any calls of a crisis nature. Supervisors may also call upon the EAP to assist in problem identification, documenting impaired job performance, intervention with a problem employee, or other concerns.

Sessions with a licensed counselor will be on an as needed basis, and will be free of charge to the employee and/or family member as described herein. The number of sessions provided to participants will be 6 per person per family problem. Each person has their own coverage, but if more than one covered family member is seeking counseling for the same problem, available sessions are not increased for that problem. For example, if both spouses are seeking counseling for marital problems, 6 sessions would be available, not 12 because two family members are participating. However, if during the assessment, the counselor discovers that one of them has a separate problem, that spouse may seek counseling for that problem (and have up to 6 sessions) with another provider. The EAP will be used first to obtain an assessment of the problem. If the problem is short term, additional EAP sessions will be available for the person(s) seeking help. If the problem is long term, a referral to the appropriate program(s) could be made prior to exhausting the full 6 EAP sessions. If further treatment is needed that is not covered under insurance, Interface will work to make available that treatment at a reduced cost to the family.

Referrals for legal problems are provided through Legal Access. Each covered family has a maximum of 3 consultations with an attorney per plan year. The consultations with an attorney may be either in person or via telephone with the first 30 minutes at no charge. Additional services with the attorney are provided at a reduced rate. Employees will have 3 Financial Planning sessions per family, per year. All services are provided via telephone.

VI. Hold Harmless Clause

Interface EAP will indemnify and hold CAMERON COUNTY harmless from any and all claims, actions, liability and expenses including costs of judgments, settlements, court costs, and attorney fees, regardless of the outcome of such claim or action, caused by, resulting from or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this agreement, whether such act, omission or failure was that of Interface EAP or that of any person providing services there under through or for Interface EAP. Upon notice from CAMERON COUNTY, Interface EAP will resist and defend at Interface EAP's own expense, and by counsel reasonably satisfactory to CAMERON COUNTY any such claim or action.

VII. Available In-Service Hours

The following is a breakdown of the In-Service Hours available to **CAMERON COUNTY** for Employee Orientations, Management Training, Critical Incident Stress Debriefing (CISD), Wellness Seminars and Health Fairs. Costs for additional services beyond what is listed here will be the responsibility of **CAMERON COUNTY**. For every hour that a provider is on-site, 0.25 hours will be deducted for travel time. In the event that **CAMERON COUNTY** cancels or reschedules a Wellness Seminar/CISD within 48 of a confirmed time with the clinician, the scheduled hours will be deducted from the group's available hours.

Covering Employee Orientation and/or Supervisory Training: 11 hours to be used in three 12-hour time periods per plan year.

Covering all CISD's (24-72 hour response time) and/or Wellness Seminars: 6 one-hour on-site sessions per plan year

Covering Health Fairs: 2 days available per plan year

VIII. Program Cost

The monthly retainer charge for the services of Interface EAP is as follows:

\$1.70 per employee per month for all employees

The cost for the EAP service is guaranteed for three (3) years with no increase.

The above charge is to be paid in monthly installments based on the number of employees at the beginning of each month. The first payment is due September 1, 2007. The remittance address is: Interface EAP, P.O. Box 1759, Dept. 984, Houston, TX 77251-1759.

IX. Term of Contract

The term of this contract shall be from October 1, 2011 through September 30, 2014. Upon expiration of the term of this Agreement, this Agreement shall continue in full force and effect on a month-to-month basis not to exceed twenty-four (24) months at the rates set out in this agreement unless thirty (30) days written notice of termination or intention not to renew is given by either party, or this Agreement is superseded by a subsequent Agreement.

X. Termination of Contract

CAMERON COUNTY or Interface EAP may terminate this contract with thirty days written notice. At the time of termination, Interface will direct any participant in treatment to verify benefits through the new vendor and to contact their human resources director. Interface will also notify the participant's provider of the termination of services, revoke any unused sessions and direct the provider to verify benefits through the new vendor. Interface will not assume any financial responsibility for services that take place after the date of termination.

AGREED TO AND EXECUTED THIS 15th DAY OF September 2011.

CAMERON COUNTY

By: *CH*

Title: County Judge

Print name: Carlos H. Cascos, CPA

Attested by: _____

Joe G. Fivera, County Clerk



INTERFACE EAP

By: *Tina Pace*

Title: Chief Financial Officer

Print name: Tina Pace

*This agreement is not valid unless signed by both CAMERON COUNTY and Interface EAP.



Interface EAP

IN-SERVICE FEE SCHEDULE

Employee Orientation Meetings	\$100.00 per hour
Supervisory Training	\$150.00 per hour
DOT Training	\$175.00 per hour
Critical Incident Stress Debriefing – 24-72 hour response	\$200.00 per hour
Critical Incident Stress Debriefing – 2-3 hour response	\$300.00 per hour
Wellness Seminars	\$150.00 per hour
Health Fairs	\$ 75.00 per hour
SAP Assessments	\$700.00 per evaluation

Charges for travel expenses will be made if more than 50 miles from our corporate or regional offices (Houston, Austin, and New Orleans). Charges will be based on the hourly rate of the services provided for travel time and all time spent on-site.

ADDENDUM TO RENEW CONTRACT

This addendum will renew the contract for Employee Assistance Program services between Interface EAP and **CAMERON COUNTY** agreed to and executed on September 15, 2011 and will be incorporated as part of the entire agreement.

Program Cost:

The monthly retainer charge is as follows:

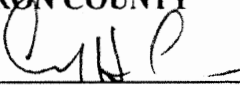
\$1.70 per employee per month for all employees

Renewal Term:

The term of this renewal shall be from October 1, 2013 through September 30, 2014.

AGREED TO AND EXECUTED ON THIS 11 DAY OF September, 2013.

CAMERON COUNTY

By: 

Title: County Judge, Cameron County

Print Name: Carlos H. Cascos

INTERFACE EAP

By: 

Title: Client Services and Marketing Manager

Print Name: Dan Mary

*This agreement is not valid unless signed by both CAMERON COUNTY and Interface EAP.

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

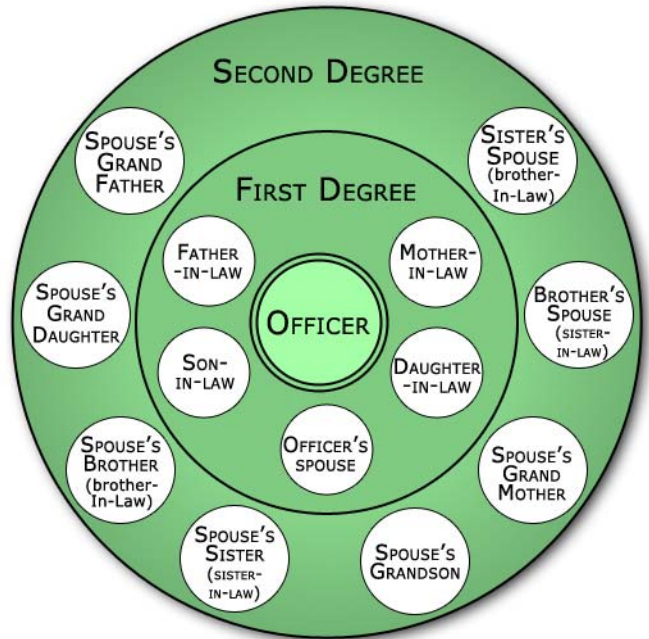
Date

NEPOTISM CHART

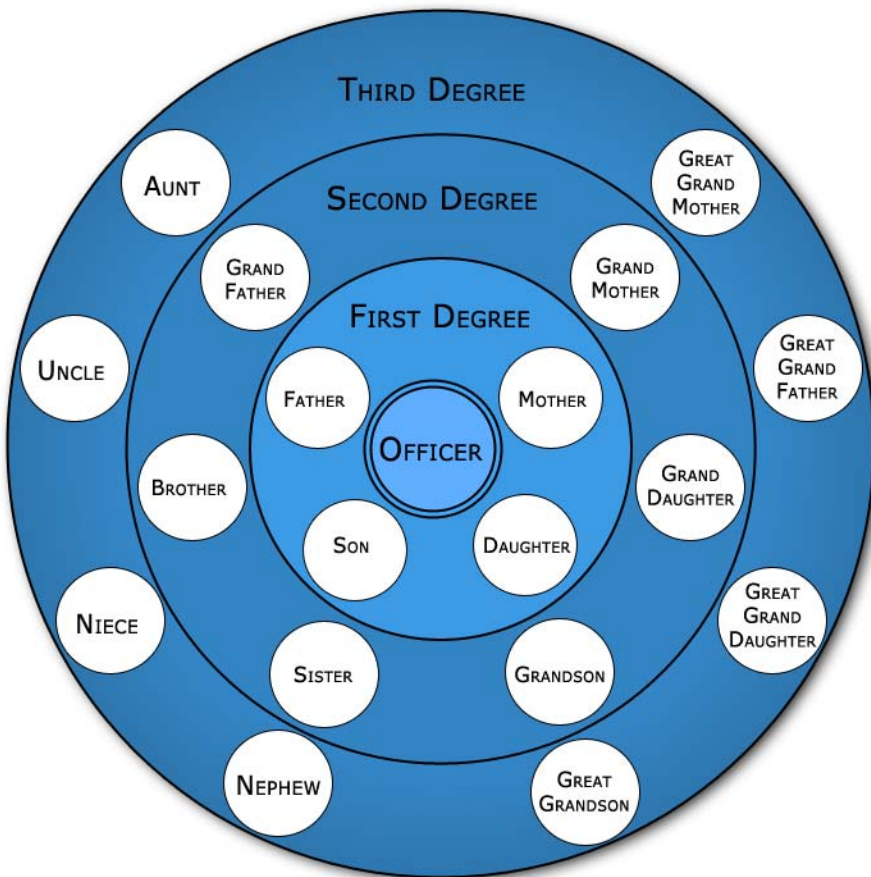
The chart below shows

- **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.

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

WARRANTY ITEMS/PRODUCTS: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFP/RFQ invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. All items must be new, in first class condition, unless otherwise specified. The design, strength, and quality of materials must conform to the highest standards of manufacturing practice. Items supplied under this contract shall be subject to the Purchaser's approval. Successful Offeror shall warrant that all items/services

shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any items found defective or not meeting specifications shall be picked up and promptly replaced by the successful Offeror at no expense to the Purchaser.

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

APPLICABLE LAW

This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning "the Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this agreement.

ASSIGNMENT DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph. Any contract entered

into pursuant to this request is not assignable, nor the duties thereunder, by either party, without the written consent of the other party in the contract County Judge and County Auditor.

CONTRACT OBLIGATION: Cameron County Commissioners Court must award the contract and the County Judge or other person authorized by the Cameron County must sign the contract before it becomes binding on Cameron County or the offerors. Department heads are NOT authorized to sign agreements for Cameron County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

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

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

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

INFRINGEMENTS: There will be no warranty by buyer against infringements. As part of this contract for sales, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result,

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.