



**CAMERON COUNTY
PURCHASING DEPARTMENT
INVITATION TO RFP**

RFP NUMBER # 1345

RFP TITLE: DATA INTERNET & POINT TO POINT SERVICES

DATE DUE: NOVEMBER 5, 2019

DUE NO LATER THAN 11:00 A.M.

RFPs 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 SEVEN (7) 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 email: Mike Forbes or Dalia Loera at mforbes@co.cameron.tx.us or dalia.loera@co.cameron.tx.us To ask specific questions on project requirements, please call: **Cameron County IT Dept. – Juan Saldana** at (956) 544-0818.

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

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

All prices must be typewritten or written in ink.

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

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

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

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

SIGNATURE: _____ **Print Name:** _____

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 bid. 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

Respondents 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 Respondent'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 Bidders**
You should be familiar with all of the Instructions to Bidders.
- Special Requirements**
This section provides information you must know in order to make an offer properly.
- Specifications / Scope of Work**
This section contains the detailed description of the product/service sought by the County.

Attachments

- Attachments A, B, C, D, E, F, G, H, I**
Be sure to complete these forms and return with packet.

Other - Final Reminders To double check before submitting RFP

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

If not interested in responding please let us know why e-mail to: Purchasing@co.cameron.tx.us

INSTRUCTIONS FOR SUBMITTING RFP'S

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

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

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

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

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

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

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

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

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

GOVERNING LAW: because this is a request for a Licensing Agreement there is no governing law.

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 RFP will not apply.

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

CONFLICT OF INTEREST QUESTIONNAIRE:

For vendor or other person doing business with local governmental entity

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

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

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

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

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

should be downloaded at the following web site:

<http://www.co.cameron.tx.us/purchasing/Forms/conflictofinterest.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.

should be downloaded at the following web site:

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

TEXAS ETHICS COMMISSION FORM 1295

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

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

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

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

PROPOSER SHALL SUBMIT RFP ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE RFP PACKET. In the event of inclement weather and County Offices are officially closed on a Proposal deadline day, RFP’s will be received unit 2:00 p.m. of the next business day. Proposals will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3rd Floor – Room # 345 (as per Purchasing Dept. time clock.

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

PRESENTATIONS SEQUENCE TO EVALUATION COMMITTEE . Presentations to Evaluation Committee will be sequenced (in order) as determined by the utilization of RANDOM.ORG. Process will be conducted in the Purchasing Dept. with Auditor’s designee present.

SUCCESSFUL PROPOSERS WILL BE NOTIFIED BY MAIL. All responding vendors will receive written notification regarding outcome of award.

PROPOSERS MAY ATTEND PUBLICLY HELD COMM COURT MEETING FOR AWARD OF THIS SOLICITATION. All responding proposers are welcome to attend the publicly held Commissioners Court meeting relative to the outcome / award of this solicitation. Court Meeting agenda date and times may be obtained at the following web site:
http://www.co.cameron.tx.us/commissioner_s_court_agenda/index.php

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

PLEASE NOTE CAREFULLY

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

1. **ORIGINAL AND SEVEN (7) COPIES OF RFP’s MUST BE SUBMITTED** Each RFP shall be placed in a separate envelope completely and properly identified with the name and number of the RFP. RFP’s must be in the Purchasing Department **BEFORE** the hour and date specified.
2. RFP’s MUST give full firm name and address of the Proposer. Failure to manually sign RFP will disqualify it. Person signing RFP should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT.
3. RFP’s CANNOT be altered or amended after deadline time. Any alterations made before deadline time must be initiated by Proposer or his authorized agent. No RFP can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.
4. The County is exempt from State Sales Tax and Federal Excise Tax. DO NOT INCLUDE TAX IN RFP. Cameron County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.

5. Any Catalog, brand name or manufacturer's reference used in a RFP invitation is descriptive-NOT restrictive-it is to indicate type and quality desired. RFP's on brand of like nature and quality will be considered. If RFP is based on other than reference specifications, proposal must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete descriptions should be made part of the RFP. If Proposer takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc. as specified.
6. Written and verbal inquires pertaining to RFP's must give RFP Number and Company.
7. NO substitutions or cancellations permitted without written approval of Purchasing Agent.
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. Cameron County retains the option to re-solicit at any time if in its best interest and is not automatically bound to renewal or re-solicitation. The County reserves the right to hold all RFPs for 60 days from the due date of receipt without actions. The County reserves the right to add additional County Departments (at a later time during this RFP award) as the need arises. The County also reserves the right to consider utilizing CO-OP Interlocal Agreements / pricing if determined to be more advantageous to the County.
9. This is a RFP inquiry only and implies no obligation on the part of Cameron County.
10. Partial RFP's will not be accepted unless awarded by complete category or line item. **To be awarded by Total RFP award.**
11. If PROPOSER takes exception to specifications or reference data, he will be required to provide details etc. as specified.
12. 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.
13. 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.
14. Cameron County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or service fail to meet requirements and/or be unavailable for evaluation, the proposal is subject to rejection.
15. If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.
16. The County shall have the right to inspect the goods at delivery before accepting them.

PURCHASE ORDER AND DELIVERY: The successful PROPOSER shall not deliver products or provide services without a contract approved by the Cameron County Commissioners Court and a Cameron County Purchase Order signed by an authorized agent of the Cameron County Purchasing Department.

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

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

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

DELIVERY TERMS AND TRANSPORTATION CHARGES: RFP must show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates Proposer to complete delivery in 24 hours. A five day difference in delivery promise may break a tie. Unrealistically short or long delivery promises may cause RFP to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from Proposer list.

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

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

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

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

SELLER TO PACKAGE GOODS: Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

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

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

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

All items proposed shall be new, in first class condition, including containers suitable for shipment and storage (Cameron County prefers recycled packaging whenever possible), unless otherwise indicated in RFP. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory material will be returned at Seller's expense. Cameron County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a RFP item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the RFP as inadequate.

TESTING: Cameron County reserves the right to test equipment, supplies, material and goods Proposed for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the RFP is subject to rejection. **County user Dept.(s) reserves the right to make the final determination as to equivalents.**

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

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

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

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

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

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

PAYMENT DISCOUNT: Indicate the payment discount (s) available depending on the when invoices are paid. For example, 1/30 means a 1% discount if paid within 30 days, 2/15 means a 2% discount if paid within 15 days, etc. Payment in full will be made within thirty (30) days of delivery, inspection, and receipt of invoice.

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

**CAMERON COUNTY, TEXAS
REQUEST FOR PROPOSALS
DATA INTERNET & POINT TO POINT SERVICES**

You are invited to submit a Proposal for providing **DATA INTERNET & POINT TO POINT SERVICES**

A. INTENT:

The County of Cameron County requests Proposals from responsible proposers interested in providing **DATA INTERNET & POINT TO POINT SERVICES** as described herein.

B. PERIOD OF CONTRACT:

This contract is for **3 years with option to renew for year 4 and a subsequent option to renew for year 5 – with the 3 year period ending October 31, 2022.** This contract may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.

C. RFP SUBMISSION:

1. Proposer's standard contract, service contract, warranty information and license/maintenance contract.
2. Preparation of RFP:

Proposals must be in correct format and complete. Respondents are expected to address all items in as much detail as necessary for Cameron County representatives to make a fair evaluation of the company and the Proposal.

D. CONTRACTUAL OBLIGATIONS:

This request for Proposal, response and associated documentation, any negotiations and final contract, when properly accepted by Cameron County, shall constitute a contract equally binding between the proposer and Cameron County.

E. SPECIFICATIONS:

This proposal is strictly for **DATA INTERNET & POINT TO POINT SERVICES.**

1. Please describe your customer installation and sign up procedures.
2. Please describe your customer technical support procedures:
 - a. Describe how a customer initiates a technical support issue, how the appropriate personnel are notified, and how typical support issues are resolved. This includes on going maintenance, repair, support to all on site equipment and customer service.

- c. Will any additional equipment need to be installed?
- d. If so, please describe in detail the type, function, and size of equipment..
- e. How may Cameron County test the quality of service prior to contract award?
- f. State the proposer's response time from receipt of a support call to the time a call is answered.
- g. Describe and explain your disaster recovery procedure for storms, hurricanes, loss or damage to equipment and service related down time.

F. CUSTOMER SERVICE:

Each proposer shall provide in writing, procedures Cameron County may follow for reporting problems or trouble to their firm including the following customer service policies:

- 1. Describe the procedure for handling customer complaints. Include the average length of time for complaint resolution.
- 2. Describe the procedure for customers to trial the services before purchase.
- 3. Describe the procedure / process for customer sign up including customer billing and payment process. Client start-up procedures.
- 4. Describe the procedure for customers terminating their account.

G. MISCELLANEOUS INFORMATION:

Miscellaneous:

- 1. State the full name of the proposer, principal office address, telephone number and contact person and title.
- 2. The identity of the organization submitting the proposal with the name, address, phone and fax number of the person or persons authorized to contractually obligate your organization with the proposal.
- 3. The names, titles, and phone numbers of the persons Cameron County may contact for proposal clarifications.
 - a. Indicate acceptance to the general requirements and contract terms as described within this Request for Proposal.
 - b. Acknowledge receipt of all addendum to this Request for Proposal.
- 4. State the length of time the proposer has been in the **DATA INTERNET & POINT TO POINT SERVICES** business.

5. State location of the business office closest to Cameron County and the number of persons employed in the Cameron County area.
6. Describe in detail the method used for disaster recovery of the following items. Indicate if these alternatives have built-in monitoring and backup for routing of **DATA INTERNET & POINT TO POINT SERVICES** business.
7. Gateway recovery.
8. Firewall recovery.
9. Access Point recovery.
10. Electrical recovery.

H. EXECUTIVE SUMMARY

Format and Content: Please included in your RFP's / RFQ's as part of your cover the following:

Executive Summary (2 pages max.)

Summary of Proposal as submitted

Introduction (2 pages max.)

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

Understanding of the Project (1 pages max.)

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

Methodology Used for the Project (1 page max.)

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

Management Plan for the Project (1 page max.)

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

Experience and Qualifications (2 pages max.)

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

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

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed and Title;

RFP Cost Proposal (1 page max.)

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

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

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

**CAMERON COUNTY, TEXAS
REQUEST FOR PROPOSALS
DATA INTERNET & POINT TO POINT SERVICES**

GENERAL INFORMATION:

A. Eligible Vendors

An eligible vendor must have the financial stability to handle a local government's payment practices, as well as have the ability to scale their workforce in the field to meet deadlines. In addition a firm must demonstrate competence as a systems integrator in handling projects that are:

Long term, with the management of projects that may span several years including the leadership required to successfully conclude a project on time and budget.

Eligible Vendor must meet all qualifications and adhere to all specification, requirements, and guidelines as stated in the Selection Process located in this document.

B. Response Format

Each response will be reviewed to determine if it is complete before evaluation. Any response not containing the information requested will not be considered. Responses will be evaluated according to the materials and substantiating evidence presented.

C. Legal Approach

Vendors will include a Master Customer Agreement contract that will delineate general terms and conditions in contract matters between themselves and the County.

SELECTION PROCESS:

A. Submission of Written Qualifications

Cameron County will review and evaluate the response to the RFP in accordance with the qualification evaluation criteria identified herein.

B. General Requirements of Each Vendor

- Adherence to the requirements of this RFP
- Adherence to the Cameron County procurement process
- Bidder must be a registered as a Vendor with Cameron County
- Bidder must submit the appropriate Pricing Tabulation worksheets for the services or components for which they are bidding.

C. Oral Interview (If Needed)

Cameron County reserves the right to conduct oral interviews with a select short list of firms to fully discuss their qualifications for this project and to answer questions posed by Cameron County Commissioner Court. A final selection will be made of vendor(s), based upon the written response, oral evaluation, and references of the vendor. Vendor notification for oral interview will be made within a minimum of five (5) days before the scheduled interview.

D. Contractual Commitment to the Vendor(s)

Cameron County will sign the Master Customer Agreement (MCA) to the most qualified firm(s) as determined by Cameron County, for these projects. Under the MCA, the recommended firm(s) and Cameron County will negotiate a contract detailing commitments, completion criteria, charges, and any other legal requirements necessary to execute a contract.

E. EVALUATION AND SELECTION CRITERIA:

WEIGHTED QUANTITATIVE SCORING:

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

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

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

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

Ex: Vendor W - price \$100,000 = 4 points X assigned weight (ie: 25%) = 100 points
Vendor X – price \$150,000 = 2.66 points X assigned weight (ie: 25%) = 66.6 points
Vendor Y – price \$200,000 = 2 points X assigned weight (ie: 25%) = 50 points
 $\$100,000 \div \$200,000 = .50 \times 4 = 2 \times 25 = 50$
 $\$100,000 \div \$150,000 = .66 \times 4 = 2.666 \times 25 = 66$

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

EVALUATION FACTORS:

Contract award will be made to the responsible proposer whose quote is determined to be the best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other evaluation factors set forth in this RFP.

1. Price (Max 50 points)

(Lowest cost proposal)/(individual cost proposal) x 50

2. References (Max 25 points) 5 references, 3 points per reference)

Please provide a list of five other projects and references over \$500,000.00 in size and the project management method, results and including detailed project documentation. (i.e. project was completed on time and customer was completely satisfied). Include any projects that you have done with Cameron County.

Vendor is required to list 5 references of projects completed by their company of at least \$500,000.00 in size. References will be contacted via phone or email, projects under \$500,000.00 will be discounted and the points forfeited. Failure not to provide reference along with point of contact for said reference will mean a loss of points.

Points will be allocated based on the following from vendor provided references:

SAMPLE QUESTIONS Points

Did the company provide the services on-time (met the deadline) and as specified?

Did the company provide a project manager?

Are you satisfied with their services?

Would you hire them again?

3. Vendor Qualifications (Max 25 points)

Experience and/or oral interview

Qualified vendor will be allocated points based on the following criteria:

Project Management

(see specific instructions below)

Local Presence

- Does company have a staffed local office (one located within Cameron County, Texas)
- Does company service other accounts in Cameron County.
- Does company employ full time staff (with Cameron County residency) for the express purpose of day to day single company business
- Does company have support staff that reside in Cameron County 3 days out of the work week

Experience

Years as company: less than 5=1pts, 5-10=2pts, over 10=3pts

Past performance with County

Any necessary changes to scope

Project completed on time

Delivery of materials in a timely manner

Projects executed to COUNTY standards

DETAILED INSTRUCTIONS:

The **COUNTY** will evaluate all proposals timely received via approved delivery methods. The criteria for evaluation of qualified proposals, and selection of the successful contractor(s) for this award, will be based on the factors listed.

RELEVANT SERVICE PROVIDER EXPERIENCE

Experience as a Service Provider in fiber construction projects with connection to a facility which is occupied and in use during construction is desired. The proposer will have a minimum of five (5) years' experience in staffing, managing and successfully completing fiber construction projects that include government facilities. Provide a minimum of five (5) references to include the representative projects (dollar value and/or scope/size), the project name, the name of the Construction Manager, cost of the project and the owner / contact person. All your contact persons listed **must** include the following information: office phone number and email address. Fiber construction projects for Government Facilities may receive greater consideration. The **COUNTY** reserves the right to contact clients other than those names provided by the proposer. This information may include, but is not limited to, historical data, letters of commendation, award citations, and performance data collected by a third party.

Illustrate your overall experience as a Service Provider.

PROJECT MANAGEMENT ABILITY

- The proposer will provide evidence of sufficient resources necessary to manage, staff, and successfully perform the work contemplated under this proposal. Provide a brief profile of the proposer, including its principal line of business, the year founded, number and location of offices, and the number of employees. Identify any condition (bankruptcy,

pending merger, pending litigation, planned office closures or others) that may enhance or impede the proposer's ability to perform the services.

- The proposer will include a discussion of its organizational structure. Proposer will indicate the number and qualifications of key personnel, including the designation of a Project Manager.
- The proposed Project Manager will be knowledgeable in multiple disciplines including but not limited to, Data cabling, networking equipment, & electrical. Note that as additional staffing may be required to successfully manage the workload, additional staffing will be proposed by the Contractor.
- The Proposer will describe company policy, procedure and methods for its superintendence and quality control in a quick response environment.

PAST PERFORMANCE

The contractor will provide evidence in the form of a narrative description, reference letters, bar charts and any other form of additional information that attests to their past performance and addresses at a minimum items listed below. Contractors currently providing telecommunications services to the **COUNTY** should also provide information from other government or state/local entity clients which is fully verifiable. If proposer does not have previous telecommunications experience with the **COUNTY**, consideration will be given to references from other representative projects. Evaluation of past performance will be based on consideration of all relevant facts and circumstances. The **COUNTY** will consider whether the Contractor has consistently demonstrated a commitment to excellence in workmanship, a commitment to customer satisfaction, timely completion and quality of work, and proven technical and management ability.

Past performance may include, but not be limited to, the following:

- Ability of contractor to remain on schedule.
- Cooperation with owner of project and staff; the past relationship of the Proposer with customers similar to and other customers with particular emphasis on partnering, teamwork, communication, and cooperation.
- Proper and timely coordination of all trades and support personnel in completing the project. The quality of the proposer's service.
- Safety record.
- The experience of the proposer in performing construction services for government/state/local clients.

Vendor Qualifications

- Proposer's Reputation. Notwithstanding any evaluation criteria or the scoring of proposals, **COUNTY** reserves the right to reject any proposal if the proposer cannot show upon request, to **COUNTY's** satisfaction, that proposer maintains a good reputation in the relevant industry or in the general community where the project is located for purposes of meeting the following **COUNTY** objectives relative to the award: ensuring the integrity of the procurement process and award, ensuring the responsible expenditure of public funds, and ensuring reasonable expectation of the successful performance of the contract.
- **COUNTY** will first negotiate in good faith with the top-ranked proposer options for a time and scope modification and any price change associated with the modification. If **COUNTY** is unable to negotiate a contract in good faith with the top-ranked proposer, **COUNTY** will end negotiations and proceed to the next proposer in the order of the selection ranking until a contract is reached or all proposals are rejected.
- The **COUNTY** is the sole and final authority in determining if the proposal is in compliance with the CSP specifications.

QUALIFICATION OF PROPOSER

The **COUNTY** may make any investigations as it deems necessary to determine the qualifications and/or ability of the proposer to perform in accordance with the specifications and contract terms and conditions specified herein. The proposer will furnish to the **COUNTY** all such information as the **COUNTY** may request to conduct this investigation. The **COUNTY** reserves the right to reject any proposal if the proposer fails to show, to **COUNTY's** satisfaction, that the proposer is properly qualified to carry out the obligations of the contract.

SUBSTITUTIONS

Any vendor may propose alternates or substitutions provided that they meet and/or exceed specifications. Vendor must submit supporting documentation on the alternate or substituted items. Samples of possible substitution items may be requested at that time.

Alternate or substituted items may be evaluated by the evaluation committee. The evaluation committee will then approve or deny submitted substitution or alternates

RIGHT OF AWARD AND RIGHT TO REJECT PROPOSALS

The **COUNTY** will accept an offer and award a contract based on best value to and in the best interests of the **COUNTY**. The **COUNTY** reserves the right to (1) reject any or all proposals, (2) waive any and all minor informalities or technicalities not deemed to be in the best interest of the **COUNTY**, (3) determine in its sole discretion the quality and suitability of any goods/services offered, and (4) award goods or services in the proposal in any combination or in any way to best serve the interests of the **COUNTY**.

Technical Support and Hardware Maintenance – Technical services necessary to achieve robust and reliable network performance and infrastructure as defined by the COUNTY. Vendor services are provided in support of COUNTY staff and management. COUNTY requires a comprehensive technical support capability to insure the reliable and responsive performance of network components, both those currently installed and those additional components and technologies that will be added through the projects such as those described within this RFP.

Vendor's solution must provide assessment, strategy, design, implementation and operational services to help COUNTY manage its centralized, distributed, desktop and network environments. Vendor must demonstrate the ability to achieve the desired support environment by implementing a strong technical support project management approach.

Support personnel required:

Project Manager - Overall responsibility for the Technical Support Office. This resource will establish a framework for project communications, reporting, procedural, and contracted activity. Management of the execution of the Work Plan staffing requirements, staff management, client and project communications is also included in the responsibilities.

Dispatch / Level One Call-in Support - This resource will be the initial point of contact and the first to receive calls for incoming COUNTY requests. Problem logging, first level troubleshooting and support, warm transfer to level two support functions and dispatch of on-site technical resources for network problem resolution, as required.

Field Technical Support - The primary responsibility of this type of resource is to provide on-site network problem diagnosis and resolution. Specifically, this resource will be skilled in COUNTY installed network related products and communications software, as well as Cisco products and the installed COUNTY environment.

Project Coordination in a Multi-Vendor Environment

COUNTY requires a project coordination/systems integration function as part of the services delivered by the Vendor(s). Vendor(s) must describe their competencies to manage and coordinate project activities, resources, and communications in a multi-vendor environment. This is not to be a separate charged line item in the bid response, but addresses a company's ability to coordinate among multiple vendors and the County, in a complex environment. Vendor(s) must address their capabilities in areas to include, but not limited to:

- Project planning and communications
- Quality assurance procedures
- Project coordination experience with Governmental Entities
- Project coordination experience as a single vendor or "prime" systems integrator
- Project completion criteria

The Vendor(s) will work closely with COUNTY project manager to ensure successful project delivery, effective management of project resources and efficient communications between the vendor(s) provider and COUNTY. COUNTY has also determined that a company's background and experience are essential for the success of a long-term relationship with its selected Vendor(s). Vendors responding to this RFP should include information about their company's experience and quality of services and products and satisfaction of their clients. A minimum of three (3) references must be provided. Preferred references would be other COUNTIES. Vendors must provide project scope and contract information.

Proposal Evaluation Model

A committee designated to evaluate the response to this RFP may select up to three (3) vendors as finalists. The finalists may be required to present and answer questions regarding their RFP responses. The committee will select vendor(s) to perform the work for Cameron Co. from the finalists.

Cameron COUNTY reserves the right to select outright a single Vendor, and to waive the finalists' state of the evaluation process in the event a vendor has total points scored significantly higher than all the other vendors responding to this RFP.

CAMERON COUNTY in its sole discretion may accept or reject any or all responses to this RFP and may waive all formalities, technicalities and irregularities. All bidders are placed on notice that award of the RFP will be based upon the products and services best suited to CAMERON COUNTY. The sole judgment of Cameron COUNTY on such matters shall be final.

Instructions to the Bidder

- The proposal shall include all costs deemed necessary to cover all contingencies essential to the installation of the specified system.
- Any cost encountered, which is not specifically itemized in the bid, shall not be incurred unless specifically agreed upon, in writing.
- AT NO TIME WILL ANY WORKSTATION OR DATA/VOICE DEVICE BE TAKEN OFF LINE DURING REGULAR WORKING HOURS.

Vendor Qualifications and Training

- Possess the licenses/permits required to perform telecommunications installations in the specified jurisdiction.
- Personnel knowledgeable in local, state and national codes and regulations. All work shall comply with the latest revision of the codes or regulations. When a conflict exists between local or national codes or regulations, the most stringent codes or regulations shall be followed.
- Be in business a minimum of five (5) years.
- Must possess current liability insurance certificates.

Management and Timeline

The awarded vendor will adhere to both COUNTY Construction Manager and COUNTY Technology representative requests and timeline. Awarded vendor will meet with COUNTY Construction Manager and COUNTY Technology representative as needed. It is crucial that all reasonable time constraints and direction given to them by COUNTY Construction Manager or/and COUNTY Technology representative are met.

Appearance

Selected vendor will look neat and professional appearance while performing work on job site. Each Vendor representative will have Company Identification. Any Individual not possessing Company Identification may be directed off premises by General Contractor or COUNTY Technology representative.

Contractor responsibilities

- The contractor is required to furnish all labor, supervision, tooling, and miscellaneous mounting hardware and consumables for the system(s) installed. The contractor will perform all terminations and connections.

- After installation, the Contractor shall submit all documentation to support the warranty requirements in accordance with the warranty requirements, and to apply for said warranty on behalf of the COUNTY. The warranty will cover the components and labor associated with the repair/replacement of any defective link within the warranty period, when the defect is a valid warranty claim.

References to Specific Manufacturer's Parts

References to specific part numbers and manufacturers that meet the requirements of the COUNTY are contained in this Specification. In all cases, the COUNTY must approve the manufacturer and model of the parts proposed by the Contractor. This approval must be obtained prior to the start of the installation.

Project Guidelines

- Vendor is responsible for their tools, ladders, wiring, and other equipment.
- All work is to be performed during normal working business hours whenever possible.
- Any changes in Project will require a signed company change order. Only the executive director of technology will have the authorization to sign a company change order
- All miscellaneous hardware fiber Patch cords and Cables (fiber and copper) for MDF/IDF will be included on quote.
- All necessary parts for complete professional installation will be provided by vendor
- All installations will, on an individual basis, be physically checked and found to be safely secured and in good working order, by COUNTY representative, prior to completion of contract.
- All cross connects and patch cords used in the MDF and IDF will be installed and provided by vendor for each piece of equipment installed.
- 3" conduits are provided by GC in new building construction only. Retrofitting older buildings with new cabling will require the backbone cables to be run in cable tray.
- All portions of the work and the finished product must conform to all local, state, and national safety requirements, including but not limited to regulations regarding fire suppression and asbestos. The COUNTY Facilities department shall provide to the Contractor written assurance that the cable path and node locations are free from asbestos; the contractor shall make no penetration of any surfaces in the absence of such written assurance.
- No splicing of any type is allowed in any copper cable.
- The TIA/EIA publishes standards using ISO MKS (meters-kilograms-seconds) units. All labeling and documentation will use ISO MKS units. English units may be provided parenthetically, but English units may not be substituted in place of ISO MKS units.

Warranties and other Contractor Requirements

Any cable damaged or exceeding recommended installation parameters during installation should be replaced by the contractor prior to final acceptance at no cost to the COUNTY.

All cables shall be tested in accordance with this document, the ND&I Contract agreement, and best industry practices. If any of these are in conflict, the Contractor shall be responsible to bring any discrepancies to the attention of the project team for clarification and/or resolution.

The contractor shall provide a system warranty covering the installed cabling system against defects in workmanship, components, and performance, and follow-on support after project completion for a period of one year.

Installation Warranty

The contractor shall warrant the cabling system against defects in workmanship for a period of one year from the date of system acceptance by the customer. *(The customer/designer will need to define terms of acceptance the bidders will need to meet.)* The warranty shall cover all labor and materials necessary to correct a failed portion of the system and to demonstrate performance within the original installation specifications after repairs are accomplished. This warranty shall be provided at no additional cost to the CAMERON COUNTY.

Vendor personnel

The County requires vendor to have a systems engineer to assist with network maintenance of Telecommunications services and internet connections. One single individual will be assigned to the County. The network maintenance person must have the following qualifications:

At least 5 years recent experience in the installation, configuration, troubleshooting, and maintenance of wide area network and local area networks the size of CAMERON COUNTY network or larger.

- Selected vendor will be required to cabinet, stack, configure, program, and connect end to end all equipment (patch panel to network equipment, include all patch cords (fiber or copper) necessary). Installation of equipment will be inspected by COUNTY representative and found to be in good working order before project is said to be complete and funds are released. COUNTY will not sign off on any work not found by COUNTY representative to be in good working order. All provisions in this document must be adhered to by selected vendor.
- Vendor will provide all necessary patch cords/panels for installation. COUNTY will not be responsible for storage of equipment before installation. Vendor will adhere to all provisions and specification previously stated in this document.
- All patch cords, connectors, electrical cords, cords/connectors/patch panel and installation brackets will be included,
- Patch cords from copper patch panels to switches will be provided by cabling contractor. All other patch cords will be provided by awarded network Equipment vendor
- Experience in the implementation of VLAN and ISL Experience in Windows Server administration
- Minimum of CCIE certification on staff required.
- Experience with security software
- Experience with Web content filtering software
- Vendor will adhere to all provisions and specification previously stated in this document as well as the following.

General Overview

CAMERON COUNTY is seeking proposals from SERVICE PROVIDERS for the following:

Section 1:

- Dedicated leased point to point fiber services – Lit– 10 Gbps

Section 2:

- Internet Access – 1 Gbps

All vendors are required to carefully review and acknowledge that their services meet or exceed each of the requirements stated below in their response. In addition, all vendors are required to provide all documentation and information defined below as part of their response.

Bid responses that are lacking any requested information will be deemed incomplete and may be disqualified from consideration. Bidders shall provide one-time costs, monthly recurring costs, and contracts based on a total term of 5 Years.

1. Scope of Work

The COUNTY is seeking pricing for proposals to deliver either "lit" fiber for remote sites listed in section 2.1 to the Cameron COUNTY core data center in an "Any to Any" configuration (MPLS Layer 3).

The services shall support a total of 10Gbps to each location delivered via one 10Gbps Single mode Ethernet links.

The solution must be flexible to grow a minimum 25Gbps for future growth.

These circuits will be used to connect the sites listed below to the Wide Area Ethernet Network.

Vendors are invited to submit pricing for Internet Access and lit proposals that meet the specifications defined in section 1 option A, B, and C utilizing the appropriate pricing worksheets.

The COUNTY is seeking service pricing (monthly and one time recurring) that is inclusive of all costs to deliver services to each location for the term specified. Vendor shall provide the labor and materials to construct all other conduit pathways between the designated utility poles in the public right-of-way to the MDF closet at each site with a minimum of a two (4") inch conduit.

Finally, the COUNTY will provide adequate electricity (if applicable) and a minimum of 4U space at each site (via either a 2 post telco rack or equivalent wall mount enclosure) for the vendor to install a provider owned LIU enclosure in addition to the appropriate provider owned electronics.

SERVICE LEVEL GUARANTEES

Successful proposals will include the vendor's written service level guarantee for the services and products proposed. This should include but not be limited to key performance metrics such as latency, jitter, & throughput (for lit services). In addition to network availability including Mean Time to Repair (for all fiber services).

Submit a complete set of Contracts for proposed services.

Provide samples of all Required Forms and documentation required to implement service

2.1 Locations and services

All Hub sites will be quotes at 10Gb Point to Point, for data Replication.

Internet speeds quoted at the following 250M, 500M, 1Gb, and 2Gb.

HUB 1 - 835 E. Levee Street Brownsville TX 78521

HUB 2 - 1390 W. Expressway 83 San Benito TX 78586

HUB 3 - 7300 Old Alice Rd. Olmito TX 78575

HUB 4 – 964 E. Harrison St. 3rd Floor EOC

(All connections below will terminate to the County hub above)

All remote sites will be quoted at 50M, 100M, 500M, and 1GB.

974 E HARRISON BROWNSVILLE TX

1145 E HARRISON BROWNSVILLE TX

1100 E MONROE BROWNSVILLE TX

1124 E MADISON BROWNSVILLE TX

1050 E MADISON BROWNSVILLE TX

1000 E MONROE BROWNSVILLE TX

510 EAST ST BROWNSVILLE TX

3243 14TH ST BROWNSVILLE TX

2900 SOUTHMOST BROWNSVILLE TX

3310 US-77 BROWNSVILLE TX

1763 US-281 Brownville TX

2100 AVENIDA GREGORY Brownsville TX

9901 CALIFORNIA RD Brownsville TX

9900 CALIFORNIA RD Brownsville TX

7090 OLD ALICE RD OLMITO TX 78575

745 W OCEAN BLVD Los Fresnos TX 78566

505 TX- 100 PORT ISABEL TX 78578

130 COLORADO AVE Rio Hondo TX 78583

27412 JOSE RANCH RD San Benito TX 78586

650 US - 77 BUS San Benito TX 78586
2310 US -77 BUS San Benito TX 78586
1102 S COMMERCE Harlingen TX 78550
35 ORANGE ST Brownsville TX 78520
711 N L ST Harlingen TX 78550
102 N T ST Harlingen TX 78550
3302 WILSON RD Harlingen TX 78552
26654 WHITE RANCH RD La Feria TX 78559
CANTU RD LOS INDIOS TX 78586

Section I

Option A - Leased Lit Fiber- COUNTY will equally evaluate proposals for lit fiber services with a cost evaluation over a 5 year period. Pricing for the leased lit fiber option shall consist of one (1) 1Gbps circuits from each remote site listed above to a County hub site for a total of 10Gbps bandwidth to each site based on the near-term (10 Gbps now) and long-term (25 Gbps in 5 years) bandwidth requirements. Proposed services are required to support all industry standard and Cisco proprietary "layer 3" switching, trunking, and link aggregation protocols. The County will provide vendors appropriate rack space and power to terminate any provider network termination equipment necessary to hand off services at the designated point of demarcation for each site. Each connection should be handed off to the County via Multi-mode fiber LC connection and be capable of supporting the stated speeds on a dedicated basis. Proposals for "burstable" arrangements will not be considered. All equipment and materials required to deliver the service will be owned and maintained by the awarded vendor with no option for transfer of ownership to the County and must be included in the monthly cost offered on this solution.

Lit fiber service performance requirements

Minimum Packet Delivery Rate SLA for service 99.99%
Latency SLA <5ms one way, <10ms round trip
Jitter <.5 ms

Submit all site preparation requirements

To facilitate delivery of the proposed services to the existing designated main point of demarcation at each site listed in **2.1**. Describe in detail the access, space, power, electrical, and environmental requirements in order provision the proposed services.

Finally, please distinguish which items are the County's responsibilities and which items will be addressed by your firm.

Section 2

Internet Access

Internet service shall be installed at:
HUB 1- Cameron Co. HUB- Central Office
835 E. Levee Street
Brownsville TX 78521

HUB 2- Cameron County Annex Building
1390 W. Expressway 83
San Benito TX 78586

HUB 3- Sherriff's Office
7300 Old Alice Rd.
Olmito TX 78520

HUB 4 – Emergency Management
964 E. Harrison St.
Brownsville, TX. 78520

Internet service shall be 10Gbps delivered with the following criteria:

Product: DIA Transport PAK

Product Description: The DIA Transport PAK includes the appropriate transport to the Internet Point of Presence. The Transport is provisioned over Frame Relay or ATM. The required bandwidth determines the type of Transport included with package.

Transport PAKs include:

All installation and configuration necessary to provide internet access throughout County

- Internet Port set-up
- Proactive Network Monitoring 24x7
- IP address allocation and assignment
- Assistance with Domain name registration
- Installation of Transport connection
- Project coordination
- Transport is included
- Package price
- Transport pricing is not distance-sensitive.

Vendor must include any installation cost, taxes, and/or tariffs. Please include any cost for transport as well.

Bidders shall provide one-time costs, monthly recurring costs, and contracts based on a total term of 5 years.

Pricing Submission requirements

All interested bidders are required to provide equipment and service pricing (monthly and nonrecurring) for each node/service address individually and reflect such costs on the pricing worksheets.

All needed fiber patch cords to connect equipment end to end will be provided by vendor on all solutions where applicable

Provider Information- Requested information

Network Infrastructure- Please describe your Local Network Infrastructure.

- Describe the redundancy of your local network infrastructure,
- Describe your disaster planning.
- Describe the resiliency of the network which will support the proposed services.

Administrative Services- Please describe your administrative center, including specific responses to the following:

- Number of staff
- Organization and management
- Engineering (network design) capabilities.
- Network monitoring including reporting available for proposed services
- Trouble resolution escalation procedures
- Trouble ticketing systems
- Average response time to customer inquiries via (1) phone, and (2) electronic mail

RFP Title _____

Proposer's Name _____

Attachment A

REFERENCES

Please list FIVE (5) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this RFP.

THIS FORM MUST BE RETURNED WITH YOUR RFP.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

THIS FORM MUST BE RETURNED WITH YOUR RFP

REFERENCES

Please list FIVE (5) 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 FOUR

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE FIVE

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 ASST. AUDITOR / PURCHASING DEPARTMENT AT ANY TIME.

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

- 01. Has any individual with the firm submitting this Proposal 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 Assistant County Auditor/Purchasing Officer?

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

ADOPTED this 13 day of March, 2007.

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

Cameron County Acct #'s : Real Estate Personal Property

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

Signature of person submitting this RFP

Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

Certification

Regarding Debarment, Suspension Ineligibility

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

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

Company name: _____

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 RFP / Proposal.

THIS FORM MUST BE RETURNED WITH YOUR RFP

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1. Name of vendor who has a business relationship with local governmental entity.

- 2.** **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you become aware that the originally filed questionnaire was incomplete or inaccurate.)

3. Name of local government officer about whom the information is being disclosed.

Name of Officer

4. Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ, as necessary.

- A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

 Yes No

- B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

 Yes No**5. Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

- 6.** Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7.

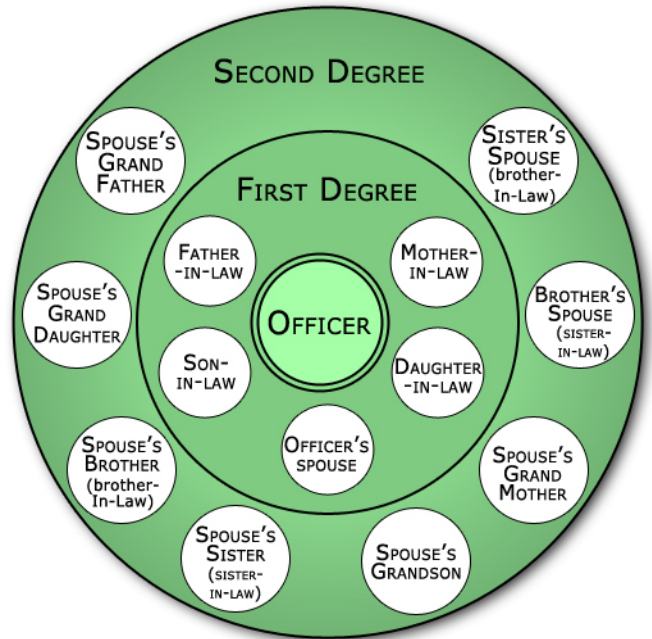
Signature of vendor doing business with the governmental entity

NEPOTISM CHART

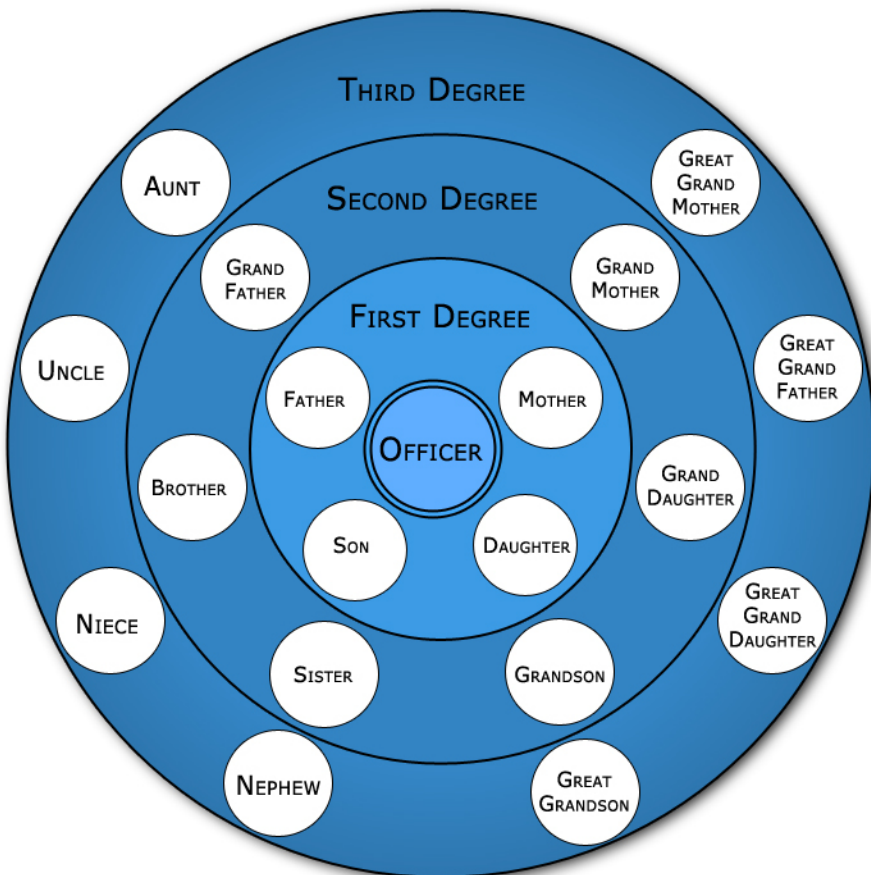
The chart below shows

- **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: _____

THIS FORM MUST BE RETURNED WITH YOUR RFP

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Grounds for protest

1. Errors were made in computing the score.
2. The County failed to follow procedures established in the RFP, the Purchasing policy on acquisitions or applicable state or federal laws or regulations.

3. Bias, discrimination or conflict of interest on the part of an evaluator. Protests not based on these criteria shall not be considered.

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

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

Review Process:

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

Final Determination:

The final determination shall:

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

Protest Committee Review Process:

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

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

GRATUITIES AND PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the County, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Attached and included in this RFP is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of Cameron County or County entities (if any such relationships exists) which must be filled out, attached and included with the RFP response. The County may, by written notice to the Proposer, cancel this contract without liability to Proposer if it is determined by County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent, or representative of the Proposer, to any officer or employee of Cameron County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performance of such a contract. In the event this contract is cancelled by County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the costs incurred by Proposer in providing such gratuities. Proposer guarantees that he has not retained a person to solicit or secure any contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Proposer for the purpose of securing business.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Proposers may not limit or exclude any implied warranties.

Proposer warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event any product does not conform to

OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Proposer's expense.

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

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

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

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

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

APPLICABLE LAW

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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