



**CAMERON COUNTY  
PURCHASING DEPARTMENT  
INVITATION TO RFP**

**RFP NUMBER # 1200**

**RFP TITLE: AUCTIONEER SERVICES**

**DATE DUE: March 17, 2015**

**DUE NO LATER THAN 11:00 A.M.**

Bids/ RFP's / RFQ's will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3<sup>rd</sup> Floor – Room # 345 at 11:01 a.m. (as per Purchasing Dept. time clock) on deadline due date. RFPs received later than the date and time above will not be considered.

Please return rfp ORIGINAL ONE (1) and FOUR (4) copies in sealed envelope. Be sure that return envelope shows the Rfp Number, Description and is marked "SEALED RFP".

RETURN RFP TO:

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

For additional information or to request addendum contact: Mike Forbes or Beverly Findley at (956) 544-0871, E-mail: [mforbes@co.cameron.tx.us](mailto:mforbes@co.cameron.tx.us) or [purchasing@co.cameron.tx.us](mailto:purchasing@co.cameron.tx.us) To ask specific questions on project requirements, please call: **Miguel Mendo at (956) 544-0825**

**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 \_\_\_\_\_

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

Cameron County Acct #'s : Real Estate \_\_\_\_\_ Personal Property \_\_\_\_\_

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

How did you find out about this Rfp? \_\_\_\_\_ (ex: Newspaper, Web, mailout)

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

**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 thisRFP. When an award letter is issued, this RFP becomes the contract. If a RFP required specific Contract is to be utilized in addition to this Rfp, this signed RFP will become part of that contract. When an additional Contract is required a RFP award does not constitute a contract award and RFP / Contract is not valid until contract is awarded by Commissioners Court (when applicable) signed by County Judge) and Purchase Order is issued.

# CHECK LIST

Items checked below represent components which comprise this bid/proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid/proposal. Proposers 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 Proposer's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your rfp packet.

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

## Attachments

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

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

- Is your rfp sealed with rfp #, title, Proposer Name, & return address, on outside?
- Did you complete, sign and submit page 1?
- Did you complete and submit attachments A,B,C,D,E , F, G, H ?
- Did you provide the number of copies as required on the cover page?
- Did you visit our website  
[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) for any addendums?

## INSTRUCTIONS FOR SUBMITTING RFP'S

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

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

[http://www.co.cameron.tx.us/administration/purchasing\\_department/bids\\_rfp\(q\)\\_and\\_addms\\_and\\_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php) Addendums Column (updated Addendums). These Addendums must be signed and returned with your rfp in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Review this document in its entirety. Be sure your RFP is complete, and double check your RFP for accuracy. Cameron County is an Equal Employment Opportunity Employer.

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

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

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

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions results in a change or addition to this RFP, the Change(s) and addition(s) will be forwarded to all vendors involved as quickly as possible in the form of a written addendum only. Verbal changes to Bids/RFP's/RFQ's must be backed-up by written addendum or written Q/A clarifications which would be posted on County Purchasing Web site. Without written Addendum or written Q / A clarification, verbal changes to Bids / RFP / RFQ will not apply.

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

### **CONFLICT OF INTEREST QUESTIONNAIRE:**

#### **For vendor or other person doing business with local governmental entity**

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

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

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

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

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

**can be downloaded at the following web site:**

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

### **DISCLOSURE OF INTERESTS:**

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

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

**can be downloaded at the following web site:**

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

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

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

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

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

PLEASE NOTE CAREFULLY

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

1. **ORIGINAL AND FOUR (4) 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.
7. Written and verbal inquires pertaining to RFP's must give RFP Number and Company.
8. NO substitutions or cancellations permitted without written approval of Director of Purchasing.
9. The County reserves the right to accept or reject all or any part of any 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.
10. RFP unit price on quantity specified – extend and show total. In case or errors in extension, UNIT prices shall govern. RFP's subject to unlimited price increase will not be considered.
11. This is a RFP inquiry only and implies no obligation on the part of Cameron County.
12. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by Cameron County.
13. Partial RFP's will not be accepted unless awarded by complete category or line item. **To be awarded by Category.**
14. It is expected that the Proposer will meet all state and federal safety standards and laws in effect on the date of the RFP for the item(s) being specified, and the particular use for which they are meant.
15. It is the responsibility of the proposer to ask any and all questions the Proposer or proposer feels to be pertinent to the bid / proposal. Cameron County shall not be required to attempt to anticipate such questions for bidders or proposers. Cameron County will endeavor to respond promptly to all questions asked.

**INVOICES AND PAYMENTS:** refer to Section 3.18

**CAMERON COUNTY  
REQUEST FOR PROPOSAL  
AUCTIONEER SERVICES - RFP NO. 1200  
INSTRUCTIONS / STATEMENT OF WORK / TERMS OF CONTRACT**

Commissioners Court of Cameron County, Texas is requesting sealed proposals for:

**AUCTIONEER SERVICES**

TO PROVIDE FOR an annual contract commencing on the date of the award and continuing for a **(3) three-year period, with consideration to extend the awarded contract for an additional (2) two-year period** at the discretion of the Commissioners Court of Cameron County, Texas.

LATE PROPOSALS: Proposals received in the County Auditor's Office after submission deadline shall be returned unopened and will be considered void and unacceptable. Cameron County is not responsible for lateness of mail, carrier, etc., and the time/date stamp and the clock in the Auditor's Office shall be the official time of receipt.

ALTERING PROPOSALS: Any interlineation, alteration or erasure made before the receiving time must be initialed by the singer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or cancelled by the Proposer for a period of ninety (90) days following the date designated for the receipt of the proposal, and the Proposer so agrees upon the submittal of his/her proposal.

IT IS UNDERSTOOD THAT Cameron County reserves the right to accept or reject any, or all, proposals as it shall deem to be in the best interest of Cameron County. Receipt of any proposal shall, under no circumstances, obligate Cameron County to accept the lowest proposal. The award of the contract shall be made to the responsible Proposer whose proposal is determined to be the lowest and best evaluated offer resulting from negotiation, taking into consideration the relative importance of the price and other evaluation factors set forth in the REQUEST FOR PROPOSAL.

PROPOSALS WILL BE received and publicly acknowledged at the location, date and time previously stated. Proposers, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing Proposers and kept secret during the negotiation/evaluation process. However, all proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal so identified by the Proposer as such.

**PROFESSIONAL SERVICES  
AUCTIONEER SERVICES  
CATEGORY A  
LIVE / ON-SITE AUCTION ONLY**

1.0 PURPOSE

Cameron County's intent of this Request for Proposal and resulting contract is to obtain proposals for the services of a licensed, professional auctioneer with extensive experience in county, city and school district auctions.

1.1 Background:

To sell at public auction all property designated by Cameron County at the County's Vehicle Maintenance Facility at Precinct #3 Warehouse, San Benito, Texas, unless otherwise designated.

2.0 INFORMATION/QUESTIONS

Requests for information related to this RFP should be directed to:

*Purchasing Department - Michael Forbes  
2nd Floor, Courthouse  
1100 E. Monroe St.  
Brownsville, Tx. 78520  
(956) 544-0871 or (956) 544-0822*

3.0 GENERAL CONTRACT TERMS AND CONDITIONS

3.1 Contract:

This proposal, submitted documents and any negotiations, when properly accepted by Cameron County, shall constitute a contract equally binding between the successful Proposer and Cameron County. No different or additional terms will become a part of this contract with the exception of a Change Order.

3.2 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 the Cameron County Purchasing Department.

3.3 Contract Negotiations:

Cameron County reserves the right to negotiate a contract with the selected Proposer.

3.4 Conflict of Interest:

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated Local Government Code Title 5, Subtitled C, Chapter 171.

3.5 Confidentiality:

Information disclosed by Cameron County to the successful Proposer for the purpose of the work to be done, or information that comes to the attention of the successful Proposer during the course of performing such work, is to be kept strictly confidential.

3.6 Assignment:

The successful Proposer shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Cameron County.

3.7 Venue:

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Cameron County, Texas.

3.8 Submittals:

For proper comparison and evaluation, Cameron County requests that proposals address each section and number as stated herein.

3.9 Confidential Material:

Any material considered "confidential" in nature must be clearly marked as such by the propose and will be treated as confidential by Cameron County.

3.10 Minimum Standards for Responsible, Prospective Proposes:

A prospective Proposer must affirmatively demonstrate their responsibility. A prospective Proposer must meet the following requirements:

- (1) have adequate, financial resources or the ability to obtain such sources as required;
- (2) to be able to comply with the required or proposed date agreed on for auction. Preferred date for auction: to be coordinated between auctioneer and Cameron County.
- (3) have a satisfactory record of performance;
- (4) have a satisfactory record of integrity and ethics;
- (5) be otherwise qualified and eligible to receive an award;
- (6) be a licensed professional auctioneer with a current State of Texas License and maintaining current licensing and permit requirements during the entire length of contract.

Cameron County may request representation and other information sufficient to determine the Proposer 's ability to meet these minimum standards listed above.

3.11 Successful Proposer:

Successful Proposer shall defend, indemnify and save harmless Cameron County and all its officers, agents and employees from all suits, actions or other claims of any character, name and description brought for, or on account of, any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful Proposer, or of any agent, employee, subcontractor or the supplier in the execution of, or performance under, any contract which may result from proposal award. The successful Proposer shall pay any judgement with cost which may be obtained against Cameron County growing out of such injury or damages.

3.12 Proposals/Proposers Must Comply With:

All federal, state, county and local laws governing or covering this type of service.

3.13 Number of Auctions per Year:

Cameron County will hold no more than one (1) auction annually.

3.14 Termination of Contract:

- A. This contract shall remain in effect until the contract expires, completion/acceptance of services or default. Cameron County reserves the right to terminate the contract immediately in the event the successful Proposer fails to perform in accordance with the accepted proposal.
- B. Either party may terminate this contract with a thirty (30) days' written notice prior to either party stating cancellation. The successful Proposer must state therein the reasons for such cancellation.

3.15 Compensation Rate/Fee Reduction:

If, during the life of the contract, the successful Proposer's compensation rate/fee to other customers for services awarded herein are reduced below the contracted rate, it is understood and agreed that the benefits of such reduction shall be extended to Cameron County.

3.16 Performance of Contract:

Cameron County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of resulting contract award.

3.17 Statement of Work and Check from Successful Auctioneer:

Auctioneer will collect cash, Certified Checks and Personal Checks. Auctioneer will write a check Payable to Cameron County and give it to the County Treasurer for the total of all Cashier Checks, Cash, and all personal checks received.

Auctioneer's Banker will provide the County Treasurer a letter and report of credit history.

Statement of work shall be delivered directly to:

*Cameron County Purchasing Department  
1100 E. Monroe St.  
Brownsville, Tx. 78520*

The statement of work shall show:

- (1) name and address of successful Proposer;
- (2) detailed breakdown of gross proceeds received for items sold;
- (3) check for gross proceeds of sale; and
- (4) compensation/fee due auctioneer.

Statement of work and check shall be based upon actual services rendered and actual gross proceeds received from sale, less amount of commission.

3.18 Payment:

Auctioneer will write a check Payable to Cameron County and give it to the County Treasurer for the total of all Cashier Checks, Cash, and all personal checks received - to the Cameron County Treasurer's Office - **within 5 business days following auction** ATTN: TREASURER. Auctioneer will be paid for services rendered within 30 days from the auction's date.

3.19 Ownership:

All supporting documents containing detailed transactions for sale proceeds shall become the property of Cameron County.

3.20 Insurance:

The successful Proposer shall be required, at Proposer's own expense, to furnish the Cameron County Purchasing Department, within ten (10) days of notification of award, with evidence showing the following insurance coverage to be in force throughout the term of the contract:

- (1) Worker's Compensation in accordance with State Territorial Worker's Compensation Laws; and Employers' Liability Insurance.
- (2) Public liability and property damage insurance coverage including, but not limited to, the liability assumed in the indemnification provisions (as specified in this RFP) fully insuring firm/auctioneer liability for injury of, or death of, county employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a minimum combined coverage for each occurrence of Five Hundred Thousand Dollars (\$500,000) with an umbrella policy in the amount of One Million Dollars (\$1,000,000).



- (3) Comprehensive automobile and truck liability insurance to include coverage or owned, hired and non-owned vehicles with minimum limits of Three Hundred Thousand Dollars (\$300,000) each occurrence for bodily injury and One Hundred Thousand Dollars (\$100,000) each occurrence for property damage. Such insurance is to include coverage for loading and unloading hazards. Each insurance policy to be furnished by successful Proposer shall include, by endorsement to the policy, a statement that a notice shall be given to Cameron County by certified mail, thirty (30) days prior to cancellation or upon any material change in coverage.

3.21 License:

The auctioneer shall be responsible for maintaining current Texas licensing and permit requirements during the entire contract period; as required by the State of Texas.

3.22 Ethics:

The auctioneer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee or agent of Cameron County.

4.0 Evaluation Criteria and Factors

The award of the contract shall be made to the responsible Proposer whose proposal is determined to be the lowest, evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth.

The evaluation criteria will be grouped into percentage factors as follows:

- 45% Proposer's qualifications/experience,
- 20% Proposer's fee for services, and
- 35% Proposer's proposed services meeting  
Cameron County's needs and requirements.

4.1 Submittals:

For proper comparison and evaluation, Cameron County requests that proposals address each section (5.0 - 9.0 including Affidavit) as stated herein.

5.0 Scope of Services

Proposer shall address each of the following areas in detail and indicate any additional services available.

- (01) Proposer shall state staffing and personnel to include, but not be limited to, experience and duties performed. Such individuals shall have no claim against Cameron County for salaries or compensation (including fringe benefits) or other items of income, cost or expense.
- (02) Proposer shall state his responsibilities and procedures before, during and after auction.
- (03) Proposer shall state capability for handling miscellaneous items that need to be sold throughout the year that miss the designated auction date.  
Example: Truck declared surplus; take to another auction you are holding?
- (04) Proposer shall state all equipment and supplies furnished to conduct auction.
- (05) Proposer shall state procedures used to register potential buyers.
- (06) Proposer shall state procedures and requirements for collection of funds for sale.
  - (a) Cash
  - (b) Cashier's Check
  - (c) Money Order
  - (d) Company Check
  - (e) Personal Check
  - (f) Letter of Credit from Bank
  - (g) Other

- (07) Proposer shall state accounting procedures to accurately record the activities of the sale. Prior to the sale, allotted or individual items will be inventoried jointly by a representative of Cameron County's Purchasing Department and the auctioneer. The auctioneer's lot assignment shall be coordinated with Cameron County's assigned inventory numbers, and reports shall show referenced numbers.
- (08) Proposer shall state types of reports to be provided to Cameron County. Reports shall be generated in duplicate.
- (09) Proposer shall state procedures and types of advertisements used to solicit potential buyers (include samples of flyers and samples of previous sales list of buyers). All advertisements in the Newspaper must be run at the Auctioneer's expense and will be coordinated and scheduled with appropriate Newspaper.  
  
Ads must be run at least two (2) Sundays in the Brownsville Herald and (2) Sundays in the Valley Morning Star. Ads must also be placed in the San Benito News once per week for two (2) consecutive weeks. All ads at the Auctioneer's expense.
- (10) Proposer shall state requirements Cameron County will be responsible to perform before, during or after the auction, if any.

5.1 Service Submittals

Proposer shall address services offered by their firm to include, but not necessarily limited to, those required services as stated in Section 5.0.

6.0 Cost Submittals/Rates

Proposer shall submit a detailed breakdown of the compensation rates/fees for proposed services. For calculation of fee for Services (evaluation score – section) purposes, the County's average auction generates **\$100,000** in sales. **Offerer is not allowed to charge/collect fees ( ie: Buyer's Premium ) from Cameron County or Proposers other then specified by contract. No charges other than those explicitly specified in the contract will be allowed .**

7.0 References

Proposer shall supply with this proposal a list of at least three (3) references where similar services are currently being performed by their firm (past references are acceptable if within last two (2) years). Include name of firm/entity, address, telephone number and name of representative.

8.0 Financial Statements

Proposers shall submit recent financial statements with their proposal. Audited financial statements are not mandatory. Unaudited financial statements will be accepted. If Proposer's firm does, however, have audited statements, please include a copy with your proposal.

9.0 County's Reservations

Proposers shall **NOT CHARGE ANY PROPOSERS FEES** (only registration fees are allowed). Proposer shall state in the Newspaper ad that all buyers of vehicles will be checked for proof of vehicle insurance prior to leaving County property. Without proof, the vehicle must be left at County lot until proof is sent to the County or Auctioneer – at which time the vehicle will be released from County lot.

10.0 Historical Auction Information

Cameron County will continue to do live Auctions as per this Rfp, however for the 1<sup>st</sup> time will do Online auctions to be Rfp separately. The County is unable to estimate, at this point, the projected Gross volume Sales per the Online Auction and it's impact on the projected sales for live auction, which should decrease.

Number of items Average at each sale - Approximately 65 vehicles including heavy equipment and motorcycles, 80 lots of miscellaneous items (furniture, computers, monitors, etc), occasionally we can have forfeited jewelry. Additional 10 to 20 vehicles are being sold at auctions held by other entities within the year

The approximate dollar volume realized from past auctions - Average gross is about \$110,000 ranging from \$66,000 to 193,000 in the last 5 years

Auctioneer's commission or fee from the last contract - Commission varies based on gross total sale; \$0.00 to \$50,000 - 20% \$50,000 to \$150,000 – 17%, \$150,000 and up – 15%

PROPOSER'S SIGNATURE

FIRM/PROPOSER: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature) (Title)

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

PROPOSER MUST SIGN AFFIDAVIT AS PART OF THIS RFP

RETURN ENTIRE PACKAGE AND ALL  
DOCUMENTATION REQUIRED BY THIS REQUEST FOR PROPOSAL

**PROFESSIONAL SERVICES  
AUCTIONEER SERVICES**

**CATEGORY B  
ON-LINE AUCTION ONLY**

1.0 PURPOSE

Cameron County's intent of this Request for Proposal and resulting contract is to obtain proposals from all interested and qualified companies (Proposers) to provide Internet Auction services for online sales for the disposition of Cameron County assets (i.e. salvage, surplus, abandoned, confiscated, etc.), vehicles and equipment . Extensive experience in county, city and school district auctions is required.

1.1 Background:

Cameron County is interested in disposing of its surplus property and equipment through online auction. The intent of this RFP is to reduce costs and increase efficiency by having capability to sell at any time. Internet Auction service will be used along traditional auction method. It is the County desire to maximize the revenue from the disposal of surplus assets such as property, vehicles and equipment.

2.0 INFORMATION/QUESTIONS

Requests for information related to this RFP should be directed to:

*Purchasing Department - Michael Forbes  
2nd Floor, Courthouse  
1100 E. Monroe St.  
Brownsville, Tx. 78520  
(956) 544-0871 or (956) 544-0822*

3.0 GENERAL CONTRACT TERMS AND CONDITIONS

3.1 Contract:

This proposal, submitted documents and any negotiations, when properly accepted by Cameron County, shall constitute a contract equally binding between the successful Proposer and Cameron County. No different or additional terms will become a part of this contract with the exception of a Change Order.

3.2 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 the Cameron County Purchasing Department.

3.3 Contract Negotiations:

Cameron County reserves the right to negotiate a contract with the selected Proposer.

3.4 Conflict of Interest:

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated Local Government Code Title 5, Subtitled C, Chapter 171.

3.5 Confidentiality:

Information disclosed by Cameron County to the successful Proposer for the purpose of the work to be done, or information that comes to the attention of the successful Proposer during the course of performing such work, is to be kept strictly confidential.

3.6 Assignment:

The successful Proposer shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Cameron County.

3.7 Venue:

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Cameron County, Texas.

3.8 Submittals:

For proper comparison and evaluation, Cameron County requests that proposals address each section and number as stated herein.

3.9 Confidential Material:

Any material considered "confidential" in nature must be clearly marked as such by the Proposer and will be treated as confidential by Cameron County.

3.10 Minimum Standards for Responsible, Prospective Proposers:

A prospective Proposer must affirmatively demonstrate their responsibility. A prospective Proposer must meet the following requirements:

- (1) have adequate, financial resources or the ability to obtain such sources as required;
- (2) to be able to comply with the required or proposed date agreed on for auction. Preferred date for auction: to be coordinated between auctioneer and Cameron County.
- (3) have a satisfactory record of performance;
- (4) have a satisfactory record of integrity and ethics;
- (5) be otherwise qualified and eligible to receive an award;
- (6) be a licensed professional auctioneer with a current State of Texas License and maintaining current licensing and permit requirements during the entire length of contract.

Cameron County may request representation and other information sufficient to determine the Proposer's ability to meet these minimum standards listed above.

3.11 Successful Proposer:

Successful Proposer shall defend, indemnify and save harmless Cameron County and all its officers, agents and employees from all suits, actions or other claims of any character, name and description brought for, or on account of, any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful Proposer, or of any agent, employee, subcontractor or the supplier in the execution of, or performance under, any contract which may result from proposal award. The successful Proposer shall pay any judgement with cost which may be obtained against Cameron County growing out of such injury or damages.

3.12 Proposals/Proposers Must Comply With:

All federal, state, county and local laws governing or covering this type of service.

3.13 Number of Auctions per Year: Cameron County will hold auctions on 'as needed' basis.

3.14 Termination of Contract:

- A. This contract shall remain in effect until the contract expires, completion/acceptance of services or default. Cameron County reserves the right to terminate the contract immediately in the event the successful Proposer fails to perform in accordance with the accepted proposal.
- B. Either party may terminate this contract with a thirty (30) days' written notice prior to either party stating cancellation. The successful Proposer must state therein the reasons for such cancellation.

3.15 Compensation Rate/Fee Reduction:

If, during the life of the contract, the successful Proposer's compensation rate/fee to other customers for services awarded herein is reduced below the contracted rate, it is understood and agreed that the benefits of such reduction shall be extended to Cameron County.

3.16 Performance of Contract:

Cameron County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of resulting contract award.

3.17 Insurance:

The successful Proposer shall be required, at Proposer's own expense, to furnish the Cameron County Purchasing Department, within ten (10) days of notification of award, with evidence showing the following insurance coverage to be in force throughout the term of the contract:

- (1) Worker's Compensation in accordance with State Territorial Worker's Compensation Laws; and Employers' Liability Insurance.
- (2) Public liability and property damage insurance coverage including, but not limited to, the liability assumed in the indemnification provisions (as specified in this RFP) fully insuring firm/auctioneer liability for injury of, or death of, county employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a minimum combined coverage for each occurrence of Five Hundred Thousand Dollars (\$500,000) with an umbrella policy in the amount of One Million Dollars (\$1,000,000).
- (3) Comprehensive automobile and truck liability insurance to include coverage or owned, hired and non-owned vehicles with minimum limits of Three Hundred Thousand Dollars (\$300,000) each occurrence for bodily injury and One Hundred Thousand Dollars (\$100,000) each occurrence for property damage. Such insurance is to include coverage for loading and unloading hazards. Each insurance policy to be furnished by successful Proposer shall include, by endorsement to the policy, a statement that a notice shall be given to Cameron County by certified mail, thirty (30) days prior to cancellation or upon any material change in coverage.

3.18 License:

The auctioneer shall be responsible for maintaining current Texas licensing and permit requirements during the entire contract period; as required by the State of Texas.

3.19 Ethics:

The auctioneer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee or agent of Cameron County.

4.0 Evaluation Criteria and Factors

The award of the contract shall be made to the responsible Proposer whose proposal is determined to be the lowest, evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth.

The evaluation criteria will be grouped into percentage factors as follows:

- |     |  |
|-----|--|
| 45% | Proposer's qualifications/experience,  |
| 20% | Proposer's fee for services, and   |
| 35% | Proposer's proposed services meeting<br>Cameron County's needs and requirements. |

#### 4.1 Submittals:

For proper comparison and evaluation, Cameron County requests that proposals address each section (5.0 - 9.0 including Affidavit) as stated herein.

#### 5.0 Scope of Services

Proposer shall address each of the following areas in detail and indicate any additional services available.

- (01) The County will designate asset property that it desires to auction off on the Internet. The County will designate location where the Property will be held until purchased in an auction.
- (02) The County will specify where Property of Title will remain until item is purchased in an auction.
- (03) Proposer shall state staffing and personnel to include, but not be limited to, experience and duties performed. Such individuals shall have no claim against Cameron County for salaries or compensation (including fringe benefits) or other items of income, cost or expense.
- (04) Proposer shall state his responsibilities and procedures before, during and after auction.
- (05) Proposer shall state all equipment and supplies furnished to conduct auction.
- (06) Proposer shall state method of selling property. Specify Internet domain (s) proposer selects to list Property for auction sale.
  - (a) Specify terms and condition of sale
  - (b) Specify manner of determining when Property will be auctioned
  - (c) Specify who will be responsible for setting the length of time an item of Property will be auctioned and the terms and conditions under which the auction closes.
  - (d) Specify responsibility for creating text and graphics to describe and depict Property submitted for auction.
  - (e) Proposer will be responsible for collecting and maintaining all purchaser information.
  - (f) Specify procedures for collecting auction proceeds for completed sales from purchaser.
  - (g) Proposer must demonstrate ability to approve and process purchaser's credit card transactions. **In addition if processing by Money Order or Cashier's Check is used, these methods would also be acceptable.**
  - (h) Proposer must sell and dispose of all property "as is" "where is" without any warranty liability to Cameron County, including, but not limited to, any warranties of title
  - (i) Specify proposer's responsibility for identifying and resolving sales and use tax collecting issues arising from Property sales, including the necessity of charging and collecting such taxes.
- (07) Proposer will specify frequency that the County will be paid proceeds from sale. In addition, the Proposer should describe the detailed contents of sales activity report that will accompany each payment. Other reports should include the following:
  - (a) Details of Property sold during reporting period.
  - (b) Total amount of proceeds collected resulting from auction sales.
  - (c) Details of credit cards transactions and related costs.
  - (d) Sales and use tax reports.
  - (e) Detail of Asset/property inventory by category (i.e. vehicles, equipment, personal property) at the end of each month and fully describe reporting procedure that complies with State regulations for record keeping and length of time records are maintained.
- (08) Proposer will specify the manner in which sales proceeds and sales reports will be remitted to the County along with description of Proposer's commission or fee structure and manner in which Proposer will be paid for services rendered. The County also desires to know if there will be a percentage rebate for attaining identified levels of sales revenue.
- (09) Proposer shall state types of reports to be provided to Cameron County. Reports shall be generated in duplicate.

- (10) Proposer will describe its training and customer support services and the cost of services.
- (11) Proposer will describe all screening and ID verifications measures used with Proposer base when registering and bidding; describe all actions taken to minimize the number of registered Proposers who renege or fail to pay on an awarded auction item; and describe the measures taken to handle Proposers who chronically abuse the system of fair play in the online auction process.
- (12) Proposer will describe the various methods of advertising its auctions to general public as well as advertising specialty vehicles and equipment to the trade.
- (13) Proposer will describe how it protects user privacy in its Privacy Policy and Terms Conditions.

5.1 Service Submittals

Proposer shall address services offered by their firm to include, but not necessarily limited to, those required services as stated in Section 5.0.

6.0 Cost Submittals/Rates

Proposer shall submit a detailed breakdown of the compensation rates/fees for proposed services. **No charges other than those explicitly specified in the contract will be allowed.**

7.0 References

Proposer shall supply with this proposal a list of at least three (3) references where similar services are currently being performed by their firm (past references are acceptable if within last two (2) years). Include name of firm/entity, address, telephone number and name of representative.

8.0 Financial Statements

Proposers shall submit recent financial statements with their proposal. Audited financial statements are not mandatory. Unaudited financial statements will be accepted. If Proposer's firm does, however, have audited statements, please include a copy with your proposal.

9.0 Historical Auction Information

Cameron County will continue to do live Auctions as per this Rfp, however for the 1<sup>st</sup> time will do Online auctions to be Rfp separately. The County is unable to estimate, at this point, the projected Gross volume Sales per the Online Auction and it's impact on the projected sales for live auction, which should decrease.

Number of items Average at each sale - Approximately 65 vehicles including heavy equipment and motorcycles, 80 lots of miscellaneous items (furniture, computers, monitors, etc), occasionally we can have forfeited jewelry. Additional 10 to 20 vehicles are being sold at auctions held by other entities within the year

The approximate dollar volume realized from past auctions - Average gross is about \$110,000 ranging from \$66,000 to 193,000 in the last 5 years

Auctioneer's commission or fee from the last contract - Commission varies based on gross total sale; \$0.00 to \$50,000 - 20% \$50,000 to \$150,000 – 17%, \$150,000 and up – 15%



PROPOSER'S SIGNATURE

FIRM/PROPOSER: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature) (Title)

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

PROPOSER MUST SIGN AFFIDAVIT AS PART OF THIS RFP

RETURN ENTIRE PACKAGE AND ALL  
DOCUMENTATION REQUIRED BY THIS REQUEST FOR PROPOSAL

**REFERENCES**

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this RFP.

***THIS FORM MUST BE RETURNED WITH YOUR RFP.***

**REFERENCE ONE**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

**REFERENCE TWO**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

**REFERENCE THREE**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

***THIS FORM MUST BE RETURNED WITH YOUR RFP***

STATE OF TEXAS  
COUNTY OF CAMERON

**AFFIDAVIT**

The undersigned certifies that the RFP prices contained in this 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 proposal 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)

***THIS FORM MUST BE RETURNED WITH YOUR RFP***

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

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

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

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\_\_\_\_\_  
Signature of person submitting this Bid

\_\_\_\_\_  
Date

***THIS FORM MUST BE RETURNED WITH YOUR RFP***

ORDER NO. 2007O2005

THE STATE OF TEXAS       §  
  §  
COUNTY OF CAMERON       §

**ORDER ADOPTING CONTRACTING RULES  
FOR PERSONS INDEBTED TO COUNTY**

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

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

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

1. Cameron County may refuse to enter into a contract or other transaction with a person with a past due debt to Cameron County, including delinquent ad valorem taxes, even if the person is the lowest bidder or successful proposer; and
2. **For purposes of this Order, a debt is past due if it is not received in the County Treasurer’s Office by the due date in a written agreement or notice, and ad valorem taxes are past due if not received in the County Tax Assessor/Collector’s Office by February 1<sup>st</sup> following the January 1<sup>st</sup> 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.**

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

\_\_\_\_\_

\_\_\_\_\_  
Signature of person submitting this Bid

\_\_\_\_\_  
Date

***THIS FORM MUST BE RETURNED WITH YOUR RFP***

**Certification**

**Regarding Debarment, Suspension Ineligibility**

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

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_

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

***THIS FORM MUST BE RETURNED WITH YOUR RFP***

**CONFLICT OF INTEREST QUESTIONNAIRE**

**MUST BE FILLED OUT AND SUBMITTED WITH THE BID/RFP/RFQ**  
**IF DISCLOSING: BIDDER / PROPOSER MUST ALSO FILE WITH THE COUNTY CLERK'S OFFICE**  
**THE PURCHASING DEPT. WILL NOT BE FILING ON THE BIDDER'S BEHALF**

**For vendor or other person doing business with local governmental entity**

\_\_\_\_\_  
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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

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

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

OFFICE USE ONLY    Date Received:
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2.  Check this box if you are filing an update to a previously filed questionnaire.

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

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

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



# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

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

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes     No

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

Yes     No

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

Yes     No

D. Describe each affiliation or business relationship.

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

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

\_\_\_\_\_  
Signature of person doing business with the governmental entity

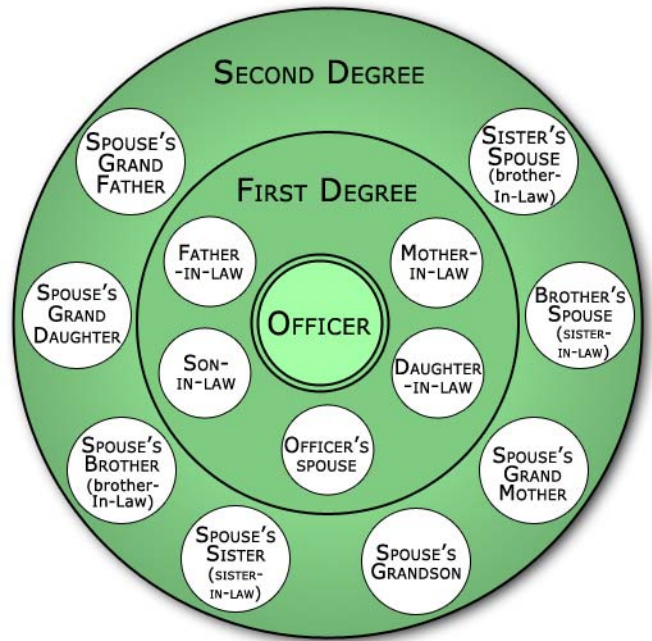
\_\_\_\_\_  
Date

## NEPOTISM CHART

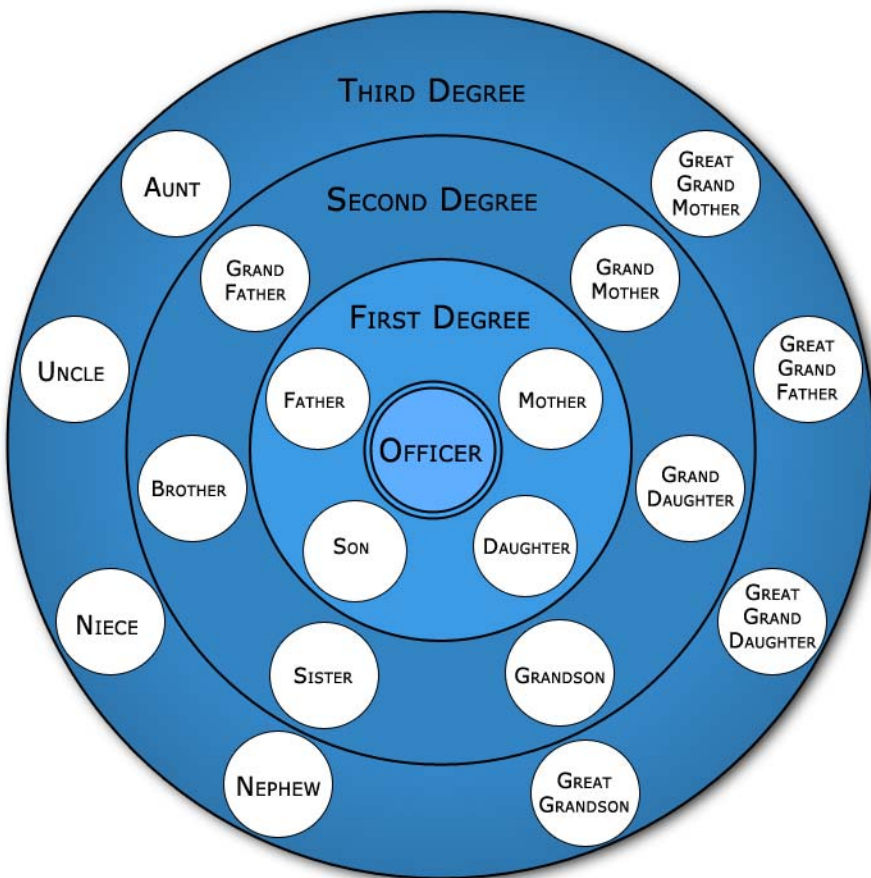
The chart below shows

- **Affinity Kinship** (relationship by marriage)
- **Consanguinity Kinship** (relationship by blood) for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025

### AFFINITY KINSHIP Relationship by Marriage



### CONSANGUINITY KINSHIP Relationship by Blood



**DISCLOSURE OF INTERESTS**

**MUST BE FILLED OUT AND SUBMITTED WITH THE BID/RFP/RFQ**  
**IF DISCLOSING: BIDDER / PROPOSER MUST ALSO FILE WITH THE COUNTY CLERK’S OFFICE**  
**THE PURCHASING DEPT. WILL NOT BE FILING ON THE BIDDER’S BEHALF**

Cameron County, Texas requires all persons or firms seeking to do business with the County to provide the following information. Every question must be answered. If the question is not applicable, answer with “N/A.” By law this questionnaire must be filed with the records administrator (County Clerk’s Office) of the local government.

Date \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

FIRM is: 1. Corporation ( )      2. Partnership ( )      3. Sole Owner ( )  
4. Association ( ) 5. Other ( ) \_\_\_\_\_

**DISCLOSURE QUESTIONS**

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

- 1. State the names of each “employee, elected official, or member of Commissioners Court” of Cameron County having Substantial Interest in Business Entity **Local Govt. Code 171.002**

**DISCLOSURE OF INTERESTS (CONTINUED)**

- a) For purpose of this chapter, a person has a substantial interest in a business entity if :
  - (1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or
  - (2) funds received by the person from the business entity exceeds 10 percent of the person’s gross income for the previous year.
- b) A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.
- c) A local public official is considered to have a substantial interest under this section if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a substantial interest under this section.

Name	Title	Department

**CERTIFICATE**

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the Cameron County as changes occur.

Certifying Person: \_\_\_\_\_ Title: \_\_\_\_\_  
 (Type or Print)

Signature of Certifying Person: \_\_\_\_\_ Date: \_\_\_\_\_

## **Terms & Conditions**

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

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

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

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

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

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

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

**CONTRACT RENEWALS:** Renewals may be made ONLY by Commissioners Court approval and agreement between Cameron County and the offeror. **To determine Annual / Anniversary renewal status - if renewed by Commissioners Court or terminated-please contact Elisa Cisneros at 956-982-5405 e-mail: [Elisa.Cisneros2@co.cameron.tx.us](mailto:Elisa.Cisneros2@co.cameron.tx.us) Purchasing Dept. or Dylbia Jeffries 956-550-1340 [djefferies@co.cameron.tx.us](mailto:djefferies@co.cameron.tx.us) Bruce Hodge at 956-550-7229 at [bhodge@co.cameron.tx.us](mailto:bhodge@co.cameron.tx.us) at County Legal Dept..** Any price escalations are limited to those stated by the original RFP/RFQ. Annual RFP/RFQ renewal – Price Increases: All Annual RFP/RFQ's with a one (1) year renewal option requires that the awarded Proposer must notify Cameron County of any anticipated price increases to the current Annual RFP/RFQ (in writing) at least two months prior to the annual renewal award date unless otherwise specified within the specific provisions of the RFP. This allows the County sufficient time to plan for re-advertising for Proposals due to a vendor required price increase. If Vendor fails to notify the County within time noted it shall be assumed that there will be no price increase for the following year's award period if renewed. This procedure does not apply to any Annual RFP/RFQ's which allow for Open Market Price increases or Cost allowance increases during the RFP/RFQ award period (as so specified in the RFP/RFQ documents).

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

**DISQUALIFICATION OF OFFEROR:** Upon signing this RFP/RFQ document, an offeror offering to sell supplies, materials, services, or equipment to Cameron County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code 15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the RFP/RFQ made to any competitor or any other person engaged in such line of business. Any or all RFP/RFQ's may be rejected if the County believes that collusion exists among the offerors. RFP/RFQs in which the prices are obviously unbalanced may be rejected. If multiples are submitted by an offeror and after the RFP/RFQ's are opened, one of the RFP/RFQ's are withdrawn, the result will be that all of the RFP/RFQs submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiples for different products or services.

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

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

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

Protests are made -1. To the Purchasing Department after the debriefing conference. Vendor protests shall be received, in writing, by the Purchasing Department within five (5) business days after the vendor debriefing conference. 2. To the Protest Committee, only after the protest to the Purchasing Department was not resolved satisfactory to the protestor. Protests to the Protest Committee shall be made within five (5) business days after the vendor has received notification from the County Purchasing Department of his/her decision.

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

Format and Content - Protesting vendors shall include, in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Vendors shall, at a minimum, provide: 1. Information about the protesting vendor; name of firm, mailing address, phone number and name of individual responsible for submission of the protest. 2. Information about the acquisition and the acquisition method. 3. Specific and complete statement of the County's action(s) protested. 4. Specific reference to the grounds for the protest. 5. Description of the relief or corrective action requested. 6. For protests to the Protest Committee, a copy of the Purchasing Department's written decision on the protest.

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

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

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

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

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

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

**LOCAL BIDDER'S PRINCIPAL PLACE OF BUSINESS - 3% PREFERENCE:** (consideration of location) **This local preference consideration is allowable for Equipment and Supplies but not allowed for Services and/or Construction related Bids. RFP's and RFQ's are also excluded unless there is a specific scoring category for local proposer preference with specific points assigned for such (per Local Govt. Code 271-905).** The County Commissioner's Court may award to the lowest bidder or the bidder whose principal place of business is within Cameron County if the Commissioner's Court determines, in writing, that the local bidder offers the County the best combination of contract price and additional economic development opportunities for Cameron County created by the contract award, including the employment of residents of Cameron County and increased tax revenues to Cameron County. This option exists only within 3% pricing of the lowest bid price. In order to provide the County Commissioner's Court adequate information for assisting in considering this option, the bidder should submit with each bid the following information for Commissioner's Court review with all information requested to be detailed and \$\$\$ current quantifiable numeric data. 1. Where is your principal place of business (ie: Corporate Headquarters) City, County, State, Signature of Bidder, Title, Date? Along with this information, submit information with responses to the following questions. 2. Why and how bidder believes that the local bidder offers the County additional economic development opportunities for Cameron County created by the contract award? 3. How will award to local bidder benefit the employment of residents of Cameron County? 4. How many employees does bidder employ within Cameron County and how many employees are affected financially by award/purchase? 5. How will award to local bidder increased tax revenues to Cameron County? This information should be provided and updated with each bid submitted to the County. If bidder is local and within 3% of the lowest bid, this information will be submitted to Commissioner's Court along with tabulation sheet. **There has been no mandatory requirement or Policy established by Commissioners Court which requires submitting answers to these questions or attending Commissioners Court meetings for the awarding of bids relative to 3% local preference, however individual Commissioners may or may not have**

preferences (relative to these issues) when making their decision. This paragraph will be revised upon policy change made by Commissioners Court.

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

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

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

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

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

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

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

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

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

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



**USAGE REPORTS:** Cameron County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this RFP. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Cameron County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

**WARRANTY PRICE:** (a) The price to be paid by the Buyer shall be that contained in Seller's RFP which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. (b) The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee. Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the RFP. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold and services provided to the County shall conform to the standards and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Cameron County may correct at the offeror's expense.

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

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

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

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

#### **APPLICABLE LAW**

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

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

**CONTRACT OBLIGATION:** Cameron County Commissioners Court must award the contract and the County Judge or other person authorized by the Cameron County must sign the contract before it becomes binding on Cameron County or the offerors.

Department heads are NOT authorized to sign agreements for Cameron County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

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

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

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

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

**INTERPRETATION PAROLE EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement, even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to Control.

**LATE PROPOSALS:** Proposals must be received by the Purchaser before the hour and date specified. Proposals received after the time and date specified will be disqualified and may be returned to sender. Purchaser is not responsible for lateness or non-delivery of mail, delivered to wrong office, carrier, etc.

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

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

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

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

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

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