



**CAMERON COUNTY
PURCHASING DEPARTMENT
INVITATION TO RFP**

RFP NUMBER # 1466-V

RFP TITLE: INSURANCE: VOLUNTARY (EMPLOYEE PURCHASED) – VISION

DATE DUE: AUGUST 12, 2014

DUE NO LATER THAN 11:00 A.M.

Bids/ RFP's / RFQ's will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3rd Floor – Room # 345 at 11:01 a.m. (as per Purchasing Dept. time clock) on deadline due date.

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

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

RETURN RFP TO:

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

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

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

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

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

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

Print Name: _____ Signature: _____

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

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

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

CHECK LIST

Items checked below represent components which comprise this RFP/proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this RFP/proposal. Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the

Purchasing

Department immediately. It is the Offeror's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your RFP packet.

Cover Sheet

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

Instructions to Proposers

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

Special Requirements

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

Specifications / Scope of Work

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

Attachments

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

Be sure to complete these forms and return with packet.

RFP Guaranty & Performance Bond Information & Requirements

This form applies only to certain RFPs/proposals. All public work contracts over \$25,000 require a Payment Bond and over \$100,00 must also have a Performance Bond in a form approved by the County. Please read carefully and fill out completely.

Minimum Insurance Requirements

Included when applicable

Worker's Compensation Insurance Coverage Rule 110.110

This requirement is applicable for a building or construction contract.

Financial Statement

When this information is required, you must use this form.

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

Is your RFP sealed with RFP #, title, Proposer Name, & return address, on outside?

Did you complete, sign and submit page 1?

Did you complete and submit attachments A,B,C,D,E , F, G, H ?

Did you provide the number of copies as required on the cover page?

Did you visit our website www.co.cameron.tx.us/purchasing/specs_notices.htm for any addendums?

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

INSTRUCTIONS FOR SUBMITTING RFP'S

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

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

Cameron County is an Equal Employment Opportunity Employer.

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE:

For vendor or other person doing business with local governmental entity

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

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

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

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

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

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

can be downloaded at the following web site:

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

DISCLOSURE OF INTERESTS:

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

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

can be downloaded at the following web site:

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

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

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

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

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

PLEASE NOTE CAREFULLY

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

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

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

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

<u>CATEGORY</u>	<u>WEIGHT x SCORE = GRAND</u> <u>POINTS:</u>	<u>GRAND</u> <u>TOTAL</u>
Proposer's total proposed price	40	
Proposer's qualifications/experience	20	
Proposer's support service	20	
The proposed services and approach for meeting Cameron County's needs and requirements as well as future needs.	20	
TOTAL		<u>100</u>

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

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

CAMERON COUNTY, TEXAS

Request For Proposal # 1466-V

Vision Insurance

RFP ASSUMPTIONS:

1. Proposals are to be based on providing benefits comparable to current benefits. A summary of current benefits is included with this proposal. The County is also requesting a dual choice plan to allow the employee the option for an enhanced plan.
2. The vision insurance plan will be eligible under the County's IRC 125 cafeteria plan.
3. The County desires to receive proposals for a three (3) year period on one of the following basis:
 - Fixed price for the three (3) year period, or
 - Two annual renewal adjustments determined by formula at the time the contract is awarded, or
 - One (1) year contract with two annual renewal options for rate and premiums deemed to be favorable to the County. Renewal rates are to be provided to County by July 1 (90 days prior to anniversary date).
4. Renewal rates must be received by the County at least 90 days prior to the date of rate change.
5. The County will sponsor only one company for voluntary vision insurance. Sponsorship by the County will include payroll enclosure education material.
6. At completion of enrollment, the County is to be provided with a master payroll deduction list that includes coverage and premium for each insured.
7. All participants enrolled in the vision insurance plan as of September 30, 2011 are to be eligible for coverage on a "no loss/no gain" basis. All vision services incurred on or after October 1, 2011 for enrolled insureds are to be eligible expenses. The County's enrollment records are to be the basis for "take-over".
8. Minimum monthly reports are to include earned premium, paid claims and incurred claims by type of benefit.
9. If insurance company sends more than one proposal for multiple agents, only the first proposal received or first named agent will be considered. Insurance companies may submit proposals on a direct basis.
10. Current enrollment is the following:

<u>Coverage</u>	<u>Number</u>
Employee Only	352
Employee & One	107
Employee & Family	<u>132</u>
Total	591

CAMERON COUNTY, TEXAS

Request For Proposal # 1466-V

Vision Insurance

QUESTIONS:

1. Describe the business entity submitting the proposal:

- a. Insurance Company Name: _____
- b. Address: _____
- c. Contact Person: _____
- d. Email Address: _____
- e. Telephone #: _____ Fax : _____
- f. Year Founded (Insurance Company) _____

2. Describe Financial Stability of Insurance Company.

- a. What is current A.M. Best rating for your Company? _____
(Please provide financial size category.)
- b. If not rated by A.M. Best, please provide audited financial statements for the most recent fiscal year.
- c. Is Insurance Company authorized to do business in Texas? Yes No

3. Provide three Texas client references (preferably school districts)

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

4. Is your vision proposal a stand-alone program or a rider to another program? Yes No

5. Does your proposal have minimum participation requirements? Yes No

If yes describe these requirements: _____

6. Claim Payment procedures:

- a. Must a claim form be used? Yes No
If so, please provide sample.
- b. Describe claim payment procedures:

CAMERON COUNTY, TEXAS

Request For Proposal # 1466-V

Vision Insurance

7. Do you have a toll-free telephone number for customer service issues? Yes No

If yes, what are the operating hours of this toll free number: _____

8. Describe procedure & estimated time for issuing identification cards:

9. Describe special features of your program: _____

10. Describe renewal Underwriting procedures: _____

11. Describe renewal underwriting procedures: _____

12. For the group vision insurance plan being proposed, please provide schedule of rates and complete description of benefit provisions and exclusions.

13. Provide directory of providers for Cameron County in Excel format.

14. Describe Enrollment/Communication Services:

a) Transfer coverage for October 1, 2014 effective date: _____

b) Annual on-site enrollment meetings: _____

c) Location of service office: _____

d) Other: _____

15. Attach statement for any variation to the RFP specifications.

CAMERON COUNTY, TEXAS

Request For Proposal # 1466-V

Vision Insurance

16. Provide Member Out-of-Pocket Costs for the following examples:
(Option A is Single Plan; Option B is Dual Choice Plan)

In-Network Benefits

Name of Network: _____

	Member Out-of-Pocket		
	Option A	Option B	
	Current Benefits	Current Benefits	Enhanced Benefits
Example I			
Exam (Retail Cost \$60) Include Exam Co-Pay			
Frame - Metal (Wholesale Cost \$40/Retail Cost \$120) After Allowance			
Single Vision Lens (Include Material Co-Pay)			
Polycarbonate Lens (Retail Cost \$55)			
Anti-Reflecting Coating - Crizal Easy UV (Retail Cost \$95)			
Backside UV Coating			
Total Member Out-of-Pocket Cost on Day of Service			
Example II			
Exam (Retail Cost \$70) Include Exam Co-Pay			
Frame - Metal (Wholesale Cost \$50/Retail Cost \$150) After Allowance			
Bifocal Lens (Include Material Co-Pay)			
Progressive Lens - Kodak Consise (Retail Cost \$90)			
Photochromic Tint - Transitions (Retail Cost \$110)			
Total Member Out-of-Pocket Cost on Day of Service			
Example III			
Exam (Retail Cost \$80) Include Exam Co-Pay			
Frame - Metal (Wholesale Cost \$60/Retail Cost \$180) After Allowance			
Bifocal Lens (Include Material Co-Pay)			
Progressive Lens - Kodak Consise (Retail Cost \$100)			
Anti-Reflecting Coating - Crizal Advance UV (Retail Cost \$130)			
Backside UV Coating			
Polycarbonate for Progressive Lens (Retail Cost \$70)			
Total Member Out-of-Pocket Cost on Day of Service			
Example IV			
Exam (Retail Cost \$100) Include Exam Co-Pay			
Frame-Metal (Wholesale Cost \$80/Retail Cost \$240) After Allowance			
Bifocal Lens (Include Material Co-Pay)			
Progressive Lens - Varilux Ellipse 360 (Retail Cost \$210)			
Anti-Reflecting Coating - Crizal Advance UV (Retail Cost \$115)			
Backside UV Coating			
Photochromic Tint - Transitions (Retail Cost \$110)			
Total Member Out-of-Pocket Cost on Day of Service			

CAMERON COUNTY, TEXAS

Request For Proposal # 1466-V

Vision Insurance

17. PREMIUM QUOTE

Option A (One Plan-Current Benefits)				
Coverage Description	Number Enrolled	Monthly Rate	Monthly Premium	Annual Premium
Employee Only	352	_____	_____	_____
Employee & One	107	_____	_____	_____
Employee & Family	132	_____	_____	_____
Total	591			

Option B (Dual Choice) Plan I (Current Benefits)				
Coverage Description	Number Enrolled	Monthly Rate	Monthly Premium	Annual Premium
Employee Only	352	_____	_____	_____
Employee & One	107	_____	_____	_____
Employee & Family	132	_____	_____	_____
Total	591			

Option B (Dual Choice) Plan II (Enhanced Benefits)				
Coverage Description	Number Enrolled	Monthly Rate	Monthly Premium	Annual Premium
Employee Only	352	_____	_____	_____
Employee & One	107	_____	_____	_____
Employee & Family	132	_____	_____	_____
Total	591			

18. For what period of time are rates guaranteed? _____

19. Is a longer rate guarantee available? Yes No
 If yes, provide rate guarantee period and applicable adjustment to rates. _____

CAMERON COUNTY, TEXAS

Request For Proposal # 1466-V

Vision Insurance

20. IF PREMIUM QUOTE INCLUDES AGENT SERVICES, PLEASE PROVIDE FOLLOWING AGENT INFORMATION:

a. Agent commission formula & estimated annual commission: _____

b. Are agent commissions negotiable? Yes No

Comment: _____

c. Copy of agent's E&O Insurance Declaration Page or Certificate of Insurance.

d. Copy of agent's insurance license.

e. Name/Mailing Address for Agent & Local Service Office: _____

f. Agent's relationship with insurance company (length of time, number of groups, amount of premium): _____

g. Agent services to be provided: _____

h. Agent experience with insurance company: _____

i. Please attach biographical information for each agent in local service office.

Company Name

Authorized Signature

Address

Type Signatory's Name & Title

Telephone Number / Fax Number

Agent Name

Signatory's Email Address

Plan 1: ViewPointe® Plan H Summary

Policy # 400263

Effective Date: 10/1/2013

	EyeMed Access Network	Out of Network
Deductibles	\$10 Exam	No deductible
	\$25 Eye Glass Lenses	
Annual Eye Exam	Covered in full	Up to \$35
Lenses (per pair)		
Single Vision	Covered in full	Up to \$25
Bifocal	Covered in full	Up to \$40
Trifocal	Covered in full	Up to \$55
Lenticular	20% discount	No benefit
Progressive	See lens options	NA
Contacts		
Fit & Follow Up Exams		
Standard	Standard: Member cost up to \$55	No benefit
Premium (Allowance)	Premium: 10% off of retail	No benefit
Elective	Up to \$130	Up to \$104
Medically Necessary	Covered in full	Up to \$200
Frames	\$130	Up to \$65
Frequencies (months)		
Exam/Lens/Frame	12/12/12	12/12/12
	Based on date of service	Based on date of service

Lens Options (member cost)

	EyeMed Access Network	Out of Network
Progressive Lenses		No benefit
Standard	Standard: \$65 + lens deductible	
Premium	Premium: lens cost - 20% discount - \$120 allowance + Standard Progressive cost	
Std. Polycarbonate	\$40	No benefit
Tint (solid and gradient)	\$15	No benefit
Scratch Resistant Coating	\$15	No benefit
Anti-Reflective Coating	\$45	No benefit
Ultraviolet Coating	\$15	No benefit
Lasik or PRK	Average discount of 15% off retail price or 5% off promotional price at US Laser Network participating providers.	No benefit

Monthly Rates

Employee Only (EE)	\$6.76
EE + 1 Dependent	\$10.16
EE + 2 or more Dependents	\$13.52

Additional ViewPointe® H Features

EyeMed In-Network Discounts	15% discount off the remaining balance in excess of the conventional contact lens allowance. 20% discount off the remaining balance in excess of the frame allowance. 20% discount on items not covered by the plan at network providers, which may not be combined with any other discounts or promotional offers. This discount does not apply to EyeMed Provider's professional services, or contact lenses.
EyeMed In-Network Secondary Purchase Plan	Members receive a 40% discount on a complete pair of glasses once the funded benefit has been exhausted. Members receive a 15% discount off the retail price on conventional contact lenses once the funded benefit has been exhausted. Discount applies to materials only.
Contact Lens Replacement by Mail Program	After exhausting the contact lens benefit, replacement lenses may be obtained at significant discounts on-line. Visit EyeMedvisioncare.com for details.

Rx Savings

Our valued plan members and their covered dependents (even their pets) can save on prescription medications through any Walmart or Sam's Club pharmacy across the nation. This Rx discount is offered at no additional cost, and it is not insurance.

To receive the Walmart Rx discount, Ameritas plan members just need to show their original Ameritas ID card. The identifier is the Ameritas logo. It's that easy. Or members can visit us at ameritasgroup.com and sign into (or create) a secure member account where they can print off an online-only Rx discount savings ID card.

Eye Care Plan Member Service

ViewPointe eye care from Ameritas Group features the money-saving eye care network of EyeMed Vision Care. Customer service is available to plan members through EyeMed's well-trained and helpful service representatives. Call or go online to locate the nearest EyeMed Access network provider, view plan benefit information and more.

EyeMed Customer Care Center: 1-866-289-0614

- Service representative hours: 8 a.m. to 11 p.m. ET Monday through Saturday, 11 a.m. to 8 p.m. ET Sunday
- Interactive Voice Response available 24/7

Locate an EyeMed provider at: ameritasgroup.com/member
View plan benefit information at: eyemedvisioncare.com

Section 125

This plan is provided as part of the Policyholder's Section 125 Plan. Each employee has the option under the Section 125 Plan of participating or not participating in this plan. If an employee does not elect to participate when initially eligible, he/she may elect to participate at the Policyholder's next Annual Election Period.

This document is a highlight of plan benefits provided by Ameritas Life Insurance Corp. as selected by your employer. It is not a certificate of insurance and does not include exclusions and limitations. For exclusions and limitations, or a complete list of covered procedures, contact your benefits administrator.

CAMERON COUNTY, TEXAS
 Voluntary Group Vision Insurance
 Insurance Company & Rate History
 Period: October 1, 2006 Thru September 30, 2014

Policy Year	Insurance Company	Employee Only	Employee + One	Employee + Family
2006-07	Life Re	\$ 8.00	\$ 12.00	\$ 16.00
2007-08	Life Re	\$ 8.00	\$ 12.00	\$ 16.00
2008-09	Ameritas	\$ 7.12	\$ 10.68	\$ 14.24
2009-10	Ameritas	\$ 7.12	\$ 10.68	\$ 14.24
2010-11	Ameritas	\$ 7.12	\$ 10.69	\$ 14.24
2011-12	Ameritas	\$ 6.76	\$ 10.16	\$ 13.52
2012-13	Ameritas	\$ 6.76	\$ 10.16	\$ 13.52
2013-14	Ameritas	\$ 6.76	\$ 10.16	\$ 13.52

Comments:

1. Employee pays 100% of group vision premium rates.
2. Premium rates are for direct contract with insurance company.
 Annual enrollment communication services are provided by insurance company. Rates do not include commission for local agent services.
3. Life Re acquired by Ameritas in 2008.

CAMEORN COUNTY, TEXAS
 Ameritas Vision Insurance
 Enrollment, Premium & Claim History
 Period: 10-01-2009 Thru 05-31-2014 (57 Months)

Month Year	Paid Premium	Paid Claims	Number Employees	Dep. Units	Month Year	Paid Premium	Paid Claims	Number Employees	Dep. Units
10-2009	\$ 3,517	\$ 3,042	385	157	10-2010	\$ 3,980	\$ 2,028	422	182
11-2009	\$ 3,656	\$ 3,560	389	156	11-2010	\$ 3,916	\$ 1,430	423	184
12-2009	\$ 3,724	\$ 2,992	395	159	12-2010	\$ 4,112	\$ 2,943	434	191
01-2010	\$ 3,809	\$ 2,321	402	161	01-2011	\$ 4,133	\$ 2,429	444	193
02-2010	\$ 3,702	\$ 2,439	398	160	02-2011	\$ 4,233	\$ 1,891	446	192
03-2010	\$ 3,742	\$ 2,327	400	163	03-2011	\$ 4,155	\$ 2,518	441	189
04-2010	\$ 3,567	\$ 2,638	391	156	04-2011	\$ 4,226	\$ 3,429	446	188
05-2010	\$ 3,653	\$ 1,998	392	156	05-2011	\$ 4,229	\$ 2,656	452	188
06-2010	\$ 3,731	\$ 1,540	396	159	06-2011	\$ 4,208	\$ 2,370	454	190
07-2010	\$ 3,621	\$ 1,120	396	155	07-2011	\$ 3,852	\$ 2,596	433	184
08-2010	\$ 3,692	\$ 1,634	398	154	08-2011	\$ 4,037	\$ 3,437	431	182
09-2010	\$ 3,567	\$ 2,545	395	151	09-2011	\$ 3,966	\$ -	427	181
Total/Avg.	\$ 43,981	\$ 28,156	395	157	Total/Avg.	\$ 49,047	\$ 27,727	438	187
Month Year	Paid Premium	Paid Claims	Number Employees	Dep. Units	Month Year	Paid Premium	Paid Claims	Number Employees	Dep. Units
10-2011	\$ 4,126	\$ 2,203	463	199	10-2012	\$ 4,423	\$ 2,704	512	205
11-2011	\$ 4,674	\$ 3,611	465	200	11-2012	\$ 4,683	\$ 3,501	529	207
12-2011	\$ 4,461	\$ 3,425	472	200	12-2012	\$ 4,795	\$ 2,191	541	211
01-2012	\$ 4,238	\$ 4,049	478	200	01-2013	\$ 4,632	\$ 1,869	537	210
02-2012	\$ 4,225	\$ 1,455	480	201	02-2013	\$ 4,632	\$ 2,799	539	212
03-2012	\$ 4,277	\$ 3,210	481	201	03-2013	\$ 4,646	\$ 3,133	535	213
04-2012	\$ 4,291	\$ 4,748	483	203	04-2013	\$ 4,626	\$ 4,378	539	214
05-2012	\$ 4,301	\$ 3,507	483	200	05-2013	\$ 4,524	\$ 2,438	535	212
06-2012	\$ 4,418	\$ 2,305	485	204	06-2013	\$ 4,629	\$ 4,299	536	211
07-2012	\$ 4,396	\$ 2,601	495	204	07-2013	\$ 4,676	\$ 3,479	534	209
08-2012	\$ 4,490	\$ 3,356	505	204	08-2013	\$ 4,730	\$ 1,939	543	210
09-2012	\$ 4,179	\$ 2,865	492	196	09-2013	\$ 4,822	\$ 1,301	550	212
Total/Avg.	\$ 52,076	\$ 37,335	482	201	Total/Avg.	\$ 55,818	\$ 34,031	536	211
Month Year	Paid Premium	Paid Claims	Number Employees	Dep. Units					
10-2013	\$ 5,251	\$ 3,649	591	242					
11-2013	\$ 4,765	\$ 3,623	583	242					
12-2013	\$ 5,140	\$ 2,754	586	241					
01-2014	\$ 5,143	\$ 4,248	587	239					
02-2014	\$ 5,228	\$ 2,022	592	241					
03-2014	\$ 5,204	\$ 2,695	591	241					
04-2014	\$ 4,944	\$ 5,746	583	238					
05-2014	\$ 5,102	\$ 3,524	585	239					
Total/Avg.	\$ 40,777	\$ 28,261	587	240					

CAMERON COUNTY, TEXAS

Ameritas Vision Plan

Top Vision Providers

Review Date: May 2010

Provider Name	Provider Address	City	Zip
LENSCRAFTERS	8401 GATEWAY BLVD WEST	EL PASO	79925
VISION SOURCE	2200 BOCO CHICA BLVD	BROWNSVILLE	78521
SEARS OPTICAL	2320 N EXPWY	BROWNSVILLE	78520
BARRERA EYE CENTER PLLC	2485 HUDSON BLVD	BROWNSVILLE	78526
OPTICAL REFLECTIONS	2370 N EXPRESSWAY	BROWNSVILLE	78521
LOS FRESNOS EYE CLINIC/OPTICAL	780 E US HIGHWAY 77	SAN BENITO	78586
LENSCRAFTERS	2000 S EXPRESSWAY 83	HARLINGEN	78552
OPTIC TREND	3001 PABLO KISEL BLVD	BROWNSVILLE	78526
JCPENNEY OPTICAL	2370 NORTH EXPRESSWAY	BROWNSVILLE	78526
SOUTH TEXAS EYE CENTERS	847 RIDGEWOOD	BROWNSVILLE	78520
SEARS OPTICAL	2320 N EXPWY	BROWNSVILLE	78520
EYEAR OPTICAL	500 N TEXAS BLVD	BROWNSVILLE	78523
JAMES D ROWE OD	2220 HAINE DRIVE	HARLINGEN	78550
SOUTH TEXAS EYE CENTERS	847 RIDGEWOOD	BROWNSVILLE	78520

CAMERON COUNTY, TEXAS

Group Vision Plan

Census Summary

Census Date: June 2014 -- Age Calculation Date: October 1, 2014

Age	Employee Only	Employee & One	Employee & Family	Total
20	4	0	0	4
21	6	0	0	6
22	3	1	0	4
23	6	6	0	12
24	19	1	0	20
25	22	3	0	25
26	13	1	1	15
27	21	2	0	23
28	18	3	0	21
29	10	3	0	13
30	12	1	2	15
31	15	5	1	21
32	11	3	2	16
33	10	3	2	15
34	12	5	4	21
35	19	4	4	27
36	10	2	1	13
37	12	2	5	19
38	7	3	5	15
39	3	1	3	7
40	4	7	10	21
41	8	2	5	15
42	6	1	4	11
43	8	1	4	13
44	4	1	11	16
45	10	0	12	22
46	1	4	6	11
47	3	4	12	19
48	4	1	9	14
49	8	2	4	14
50	5	3	3	11
51	8	0	0	8
52	5	2	3	10
53	5	1	4	10
54	4	3	5	12
55	3	1	1	5
56	4	2	2	8
57	5	3	1	9
58	2	1	4	7
59	3	3	0	6
60	2	1	1	4
61	2	2	0	4
62	5	1	0	6
63	5	3	1	9
64	3	3	0	6
65	0	1	0	1
66	1	1	0	2
67	1	0	0	1
68	0	1	0	1
70	0	1	0	1
72	0	1	0	1
74	0	1	0	1
Total	352	107	132	591

Comments:

1. Source is Ameritas Enrollment records.

CAMERON COUNTY, TEXAS

Employee Group Vision

Census Date: June 2014

Age Calculation Date: October 1, 2014

Control Number	Date of Birth	Age	Gender	ZipCode	Coverage
1	05/25/1960	54	F	78551	EE Only
2	01/09/1951	63	M	78552	EE Only
3	08/20/1964	50	F	78583	EE Only
4	09/30/1957	57	F	78586	EE Only
5	09/30/1984	30	F	78521	EE Only
6	08/24/1951	63	M	78521	EE Only
7	01/13/1957	57	F	78559	EE Only
8	02/14/1961	53	M	78586	EE Only
9	07/22/1976	38	F	78586	EE Only
10	09/18/1952	62	M	78550	EE Only
11	07/26/1979	35	F	78586	EE Only
12	12/20/1976	37	F	78586	EE Only
13	01/13/1960	54	M	78521	EE Only
14	04/01/1977	37	M	78526	EE Only
15	06/19/1962	52	F	78586	EE Only
16	09/26/1975	39	F	78586	EE Only
17	05/28/1973	41	M	78550	EE Only
18	04/15/1974	40	M	78520	EE Only
19	10/09/1979	34	F	78521	EE Only
20	08/25/1970	44	F	78526	EE Only
21	10/16/1979	34	M	78521	EE Only
22	12/28/1950	63	F	78521	EE Only
23	05/12/1980	34	F	78586	EE Only
24	08/25/1973	41	M	78566	EE Only
25	06/28/1959	55	M	78520	EE Only
26	06/27/1977	37	F	78593	EE Only
27	06/16/1963	51	F	78520	EE Only
28	07/29/1969	45	M	78578	EE Only
29	09/27/1966	48	M	78521	EE Only
30	03/01/1975	39	F	78550	EE Only
31	04/26/1952	62	F	78552	EE Only
32	06/16/1969	45	F	78586	EE Only
33	01/24/1962	52	M	78566	EE Only
34	06/07/1982	32	M	78521	EE Only
35	12/08/1982	31	F	78583	EE Only
36	10/23/1964	49	F	78520	EE Only
37	02/06/1963	51	F	78589	EE Only
38	08/19/1966	48	F	78566	EE Only
39	06/27/1983	31	M	78526	EE Only
40	11/27/1969	44	F	78521	EE Only
41	04/17/1955	59	M	78521	EE Only
42	05/19/1957	57	M	78526	EE Only
43	02/08/1977	37	F	78586	EE Only
44	04/03/1956	58	M	78521	EE Only
45	05/13/1964	50	M	78520	EE Only
46	11/30/1971	42	F	78521	EE Only
47	10/13/1982	31	F	78566	EE Only
48	01/13/1961	53	M	78586	EE Only
49	08/09/1985	29	F	78550	EE Only
50	11/12/1980	33	M	78526	EE Only
51	01/20/1950	64	F	78569	EE Only
52	04/15/1973	41	M	78552	EE Only
53	09/11/1964	50	F	78520	EE Only
54	09/02/1963	51	M	78586	EE Only
55	03/10/1975	39	M	78526	EE Only
56	08/28/1976	38	F	78583	EE Only
57	03/21/1952	62	F	78520	EE Only
58	05/25/1981	33	F	78521	EE Only
59	08/04/1960	54	F	78586	EE Only
60	05/19/1981	33	F	78523	EE Only
61	10/04/1976	37	F	78526	EE Only

62	10/27/1956	57	M	78583	EE Only
63	01/17/1963	51	M	78520	EE Only
64	11/02/1976	37	M	78550	EE Only
65	08/22/1979	35	F	78521	EE Only
66	02/26/1989	25	F	78566	EE Only
67	09/08/1988	26	M	78586	EE Only
68	12/23/1971	42	M	78526	EE Only
69	09/19/1955	59	M	78586	EE Only
70	10/05/1977	36	F	78586	EE Only
71	02/03/1960	54	F	78583	EE Only
72	02/01/1982	32	F	78520	EE Only
73	03/25/1969	45	F	78526	EE Only
74	09/03/1983	31	F	78526	EE Only
75	11/24/1968	45	M	78586	EE Only
76	10/14/1966	47	F	78566	EE Only
77	11/03/1964	49	F	78521	EE Only
78	09/06/1965	49	F	78520	EE Only
79	11/19/1977	36	F	78523	EE Only
80	10/18/1952	61	M	78526	EE Only
81	09/28/1978	36	M	78526	EE Only
82	03/02/1966	48	M	78521	EE Only
83	04/17/1966	48	M	78520	EE Only
84	01/04/1971	43	M	78586	EE Only
85	12/19/1962	51	M	78521	EE Only
86	05/04/1979	35	F	78520	EE Only
87	11/09/1963	50	M	78526	EE Only
88	09/01/1987	27	F	78526	EE Only
89	05/03/1979	35	M	78526	EE Only
90	12/31/1980	33	M	78559	EE Only
91	07/16/1986	28	M	78552	EE Only
92	04/25/1948	66	F	78575	EE Only
93	05/19/1987	27	M	78586	EE Only
94	04/29/1991	23	M	78521	EE Only
95	07/09/1983	31	F	78566	EE Only
96	10/05/1983	30	M	78523	EE Only
97	12/09/1990	23	M	78586	EE Only
98	03/26/1981	33	F	78521	EE Only
99	11/03/1985	28	M	78521	EE Only
100	09/26/1965	49	F	78520	EE Only
101	10/21/1985	28	F	78526	EE Only
102	02/18/1959	55	M	78557	EE Only
103	12/01/1972	41	F	78520	EE Only
104	02/18/1968	46	M	78586	EE Only
105	08/06/1952	62	M	78551	EE Only
106	10/03/1973	40	M	78586	EE Only
107	04/12/1989	25	M	78521	EE Only
108	09/10/1952	62	F	78550	EE Only
109	03/26/1982	32	F	78566	EE Only
110	11/26/1984	29	F	78521	EE Only
111	11/28/1953	60	F	78521	EE Only
112	07/14/1978	36	M	78526	EE Only
113	10/15/1978	35	M	78520	EE Only
114	11/16/1983	30	F	78553	EE Only
115	09/15/1982	32	M	78520	EE Only
116	02/06/1971	43	M	78521	EE Only
117	08/30/1951	63	M	78520	EE Only
118	06/02/1976	38	F	78526	EE Only
119	04/13/1978	36	M	78521	EE Only
120	01/23/1985	29	M	78520	EE Only
121	09/19/1987	27	F	78520	EE Only
122	04/02/1987	27	M	78526	EE Only
123	11/08/1975	38	F	78552	EE Only
124	12/10/1976	37	M	78586	EE Only
125	10/06/1988	25	M	78526	EE Only
126	02/05/1971	43	F	78521	EE Only
127	10/09/1978	35	F	78575	EE Only
128	04/18/1991	23	M	78520	EE Only
129	10/18/1982	31	F	78520	EE Only

130	09/26/1965	49	M	78526	EE Only
131	04/11/1984	30	M	78526	EE Only
132	09/09/1990	24	M	78566	EE Only
133	08/31/1989	25	M	78550	EE Only
134	11/24/1982	31	F	78413	EE Only
135	09/23/1986	28	F	78521	EE Only
136	05/25/1969	45	F	78526	EE Only
137	03/09/1987	27	F	78521	EE Only
138	11/14/1952	61	F	78520	EE Only
139	01/12/1984	30	F	78520	EE Only
140	07/17/1984	30	F	78586	EE Only
141	12/03/1992	21	M	78520	EE Only
142	11/02/1978	35	F	78575	EE Only
143	07/20/1983	31	F	78526	EE Only
144	11/01/1949	64	F	78521	EE Only
145	06/15/1983	31	M	78520	EE Only
146	06/20/1989	25	F	78520	EE Only
147	08/31/1979	35	F	78586	EE Only
148	01/05/1961	53	F	78586	EE Only
149	02/18/1987	27	M	78553	EE Only
150	06/06/1977	37	M	78586	EE Only
151	11/19/1982	31	M	78586	EE Only
152	04/11/1979	35	M	78521	EE Only
153	04/20/1965	49	M	78526	EE Only
154	08/10/1988	26	F	78520	EE Only
155	04/24/1976	38	M	78520	EE Only
156	09/01/1967	47	F	78550	EE Only
157	11/15/1982	31	F	78526	EE Only
158	09/18/1958	56	M	78526	EE Only
159	09/02/1989	25	M	78586	EE Only
160	09/30/1981	33	M	78520	EE Only
161	10/15/1981	32	F	78521	EE Only
162	09/23/1980	34	M	78526	EE Only
163	11/04/1981	32	M	78593	EE Only
164	01/20/1986	28	M	78526	EE Only
165	05/06/1972	42	M	78520	EE Only
166	02/23/1950	64	F	78526	EE Only
167	06/08/1989	25	F	78521	EE Only
168	08/09/1988	26	M	78526	EE Only
169	04/21/1987	27	M	78535	EE Only
170	10/02/1989	24	F	78521	EE Only
171	06/18/1986	28	M	78521	EE Only
172	07/27/1984	30	F	78578	EE Only
173	09/03/1987	27	M	78559	EE Only
174	10/31/1985	28	M	78566	EE Only
175	08/09/1980	34	F	78526	EE Only
176	12/15/1991	22	F	78566	EE Only
177	12/07/1970	43	F	78539	EE Only
178	03/11/1986	28	F	78526	EE Only
179	11/11/1978	35	M	78520	EE Only
180	02/10/1990	24	F	78521	EE Only
181	12/10/1982	31	F	78552	EE Only
182	07/08/1963	51	M	78521	EE Only
183	04/16/1992	22	F	78520	EE Only
184	09/13/1988	26	F	78521	EE Only
185	06/22/1973	41	M	78521	EE Only
186	05/10/1990	24	M	78586	EE Only
187	03/22/1990	24	M	78521	EE Only
188	05/08/1987	27	M	78526	EE Only
189	12/10/1988	25	F	78583	EE Only
190	03/21/1984	30	M	78526	EE Only
191	02/26/1989	25	F	78521	EE Only
192	09/04/1986	28	F	78526	EE Only
193	07/21/1990	24	M	78521	EE Only
194	10/11/1950	63	F	78526	EE Only
195	09/13/1985	29	M	78526	EE Only
196	01/13/1987	27	M	78526	EE Only
197	11/22/1957	56	M	78521	EE Only

198	10/01/1988	25	M	78521	EE Only
199	05/21/1979	35	F	78526	EE Only
200	11/22/1983	30	F	78526	EE Only
201	06/21/1985	29	F	78520	EE Only
202	02/18/1977	37	M	78521	EE Only
203	01/20/1971	43	F	78550	EE Only
204	07/25/1973	41	F	78521	EE Only
205	08/13/1957	57	F	78559	EE Only
206	06/29/1991	23	F	78526	EE Only
207	08/10/1978	36	M	78520	EE Only
208	12/24/1982	31	F	78521	EE Only
209	12/11/1961	52	F	78520	EE Only
210	09/24/1987	27	M	78526	EE Only
211	02/10/1969	45	F	78521	EE Only
212	01/17/1978	36	F	78586	EE Only
213	09/19/1979	35	F	78520	EE Only
214	12/04/1987	26	M	78552	EE Only
215	03/12/1987	27	M	78575	EE Only
216	03/24/1986	28	F	78523	EE Only
217	04/11/1970	44	F	78583	EE Only
218	05/08/1983	31	M	78521	EE Only
219	02/12/1984	30	F	78550	EE Only
220	11/25/1993	20	F	78586	EE Only
221	08/01/1973	41	F	78578	EE Only
222	11/11/1961	52	M	78521	EE Only
223	07/26/1947	67	M	78526	EE Only
224	06/10/1961	53	M	78520	EE Only
225	09/28/1978	36	M	78520	EE Only
226	12/12/1981	32	M	78597	EE Only
227	04/02/1986	28	M	78521	EE Only
228	10/08/1978	35	M	78552	EE Only
229	05/12/1987	27	M	78552	EE Only
230	07/14/1990	24	F	78520	EE Only
231	04/28/1989	25	M	78526	EE Only
232	07/01/1969	45	M	78566	EE Only
233	07/21/1980	34	M	78520	EE Only
234	01/18/1990	24	M	78586	EE Only
235	02/20/1987	27	M	78520	EE Only
236	10/20/1963	50	M	78520	EE Only
237	11/26/1986	27	M	78575	EE Only
238	09/03/1988	26	M	78542	EE Only
239	02/12/1988	26	F	78521	EE Only
240	03/18/1987	27	F	78521	EE Only
241	09/16/1990	24	M	78566	EE Only
242	09/28/1985	29	F	78521	EE Only
243	08/28/1993	21	M	78520	EE Only
244	09/09/1963	51	M	78521	EE Only
245	07/06/1989	25	F	78520	EE Only
246	03/06/1978	36	F	78521	EE Only
247	03/04/1974	40	F	78521	EE Only
248	12/16/1992	21	M	78521	EE Only
249	06/15/1981	33	M	78526	EE Only
250	05/08/1986	28	M	78586	EE Only
251	08/25/1987	27	F	78566	EE Only
252	10/27/1993	20	M	78566	EE Only
253	07/27/1987	27	F	78577	EE Only
254	03/05/1956	58	F	78559	EE Only
255	01/26/1986	28	M	78521	EE Only
256	12/27/1979	34	M	78596	EE Only
257	01/03/1985	29	M	78521	EE Only
258	05/31/1990	24	M	78550	EE Only
259	12/31/1978	35	M	78526	EE Only
260	08/04/1987	27	M	78521	EE Only
261	03/07/1958	56	M	78521	EE Only
262	11/15/1981	32	F	78526	EE Only
263	04/08/1989	25	F	78521	EE Only
264	02/13/1976	38	F	78550	EE Only
265	03/22/1980	34	M	78520	EE Only

266	12/29/1991	22	M	78521	EE Only
267	10/04/1986	27	F	78526	EE Only
268	10/17/1970	43	M	78521	EE Only
269	04/11/1955	59	M	78521	EE Only
270	08/13/1987	27	F	78520	EE Only
271	08/20/1981	33	M	78580	EE Only
272	04/20/1986	28	M	78574	EE Only
273	07/24/1991	23	F	78521	EE Only
274	02/03/1977	37	M	78520	EE Only
275	05/18/1994	20	M	78521	EE Only
276	11/22/1989	24	M	78566	EE Only
277	09/10/1990	24	M	78523	EE Only
278	11/30/1973	40	F	78526	EE Only
279	06/03/1965	49	M	78521	EE Only
280	11/10/1989	24	F	78526	EE Only
281	04/25/1988	26	M	78521	EE Only
282	11/19/1988	25	F	78550	EE Only
283	05/23/1980	34	F	78526	EE Only
284	05/24/1985	29	M	78521	EE Only
285	12/24/1962	51	M	78586	EE Only
286	12/11/1968	45	F	78521	EE Only
287	08/10/1980	34	F	78521	EE Only
288	07/22/1980	34	M	78535	EE Only
289	05/06/1983	31	F	78521	EE Only
290	07/05/1979	35	F	78520	EE Only
291	05/28/1982	32	F	78521	EE Only
292	10/03/1971	42	F	78520	EE Only
293	01/15/1973	41	F	78520	EE Only
294	03/21/1969	45	M	78578	EE Only
295	11/02/1978	35	F	78550	EE Only
296	10/04/1987	26	F	78578	EE Only
297	10/02/1992	21	M	78520	EE Only
298	12/22/1989	24	M	78521	EE Only
299	10/21/1975	38	F	78552	EE Only
300	02/15/1980	34	M	78520	EE Only
301	05/21/1977	37	M	78526	EE Only
302	06/13/1970	44	F	78550	EE Only
303	04/21/1988	26	M	78575	EE Only
304	11/19/1978	35	F	78526	EE Only
305	02/22/1981	33	M	78550	EE Only
306	02/11/1986	28	M	78526	EE Only
307	01/15/1985	29	M	78526	EE Only
308	07/16/1954	60	F	78520	EE Only
309	07/20/1981	33	F	78520	EE Only
310	12/06/1989	24	F	78596	EE Only
311	02/02/1985	29	F	78566	EE Only
312	04/27/1967	47	M	78520	EE Only
313	03/27/1977	37	F	78566	EE Only
314	11/18/1981	32	M	78550	EE Only
315	05/03/1990	24	F	78526	EE Only
316	03/11/1984	30	F	78583	EE Only
317	09/05/1959	55	M	78566	EE Only
318	05/15/1989	25	F	78566	EE Only
319	04/11/1989	25	M	78521	EE Only
320	02/01/1990	24	M	78526	EE Only
321	07/29/1961	53	M	78586	EE Only
322	06/19/1978	36	F	78559	EE Only
323	01/29/1986	28	M	78521	EE Only
324	07/16/1989	25	F	78521	EE Only
325	11/05/1978	35	M	78521	EE Only
326	12/10/1970	43	M	78521	EE Only
327	04/25/1989	25	F	78526	EE Only
328	09/19/1972	42	M	78586	EE Only
329	04/24/1986	28	M	78570	EE Only
330	04/16/1989	25	M	78586	EE Only
331	01/24/1988	26	F	78586	EE Only
332	07/07/1988	26	F	78521	EE Only
333	02/28/1962	52	F	78521	EE Only

334	12/09/1981	32	F	78516	EE Only
335	04/10/1971	43	M	78586	EE Only
336	01/17/1984	30	F	78526	EE Only
337	10/04/1992	21	M	78521	EE Only
338	10/01/1990	24	F	78520	EE Only
339	11/07/1964	49	M	78521	EE Only
340	01/04/1990	24	F	78521	EE Only
341	08/21/1993	21	M	78521	EE Only
342	07/12/1989	25	M	78550	EE Only
343	02/05/1958	56	M	78566	EE Only
344	03/29/1991	23	F	78586	EE Only
345	11/13/1985	28	M	78526	EE Only
346	06/26/1989	25	M	78586	EE Only
347	03/24/1989	25	M	78526	EE Only
348	12/16/1993	20	M	78566	EE Only
349	05/28/1979	35	M	78550	EE Only
350	09/16/1972	42	F	78552	EE Only
351	09/28/1988	26	F	78526	EE Only
352	06/12/1969	45	F	78520	EE Only
353	05/24/1951	63	F	78520	EE + 1
354	10/19/1939	74	M	78521	EE + 1
355	09/28/1958	56	F	78521	EE + 1
356	12/02/1973	40	M	78520	EE + 1
357	07/08/1955	59	M	78586	EE + 1
358	02/09/1964	50	F	78520	EE + 1
359	05/23/1962	52	F	78521	EE + 1
360	02/11/1974	40	F	78526	EE + 1
361	03/10/1984	30	M	78526	EE + 1
362	11/16/1947	66	M	78520	EE + 1
363	07/08/1981	33	F	78520	EE + 1
364	09/11/1972	42	M	78550	EE + 1
365	02/24/1974	40	F	78521	EE + 1
366	08/31/1960	54	F	78520	EE + 1
367	03/30/1967	47	F	78521	EE + 1
368	08/01/1973	41	F	78520	EE + 1
369	12/16/1977	36	F	78521	EE + 1
370	09/02/1967	47	M	78520	EE + 1
371	12/18/1950	63	M	78520	EE + 1
372	02/24/1974	40	M	78526	EE + 1
373	04/14/1968	46	F	78521	EE + 1
374	10/13/1963	50	M	78550	EE + 1
375	06/21/1951	63	M	78552	EE + 1
376	11/25/1969	44	F	78520	EE + 1
377	05/03/1949	65	M	78552	EE + 1
378	07/08/1979	35	F	78586	EE + 1
379	07/29/1955	59	M	78526	EE + 1
380	11/27/1985	28	M	78520	EE + 1
381	12/20/1945	68	M	78575	EE + 1
382	03/24/1986	28	M	78586	EE + 1
383	09/11/1979	35	F	78552	EE + 1
384	07/06/1957	57	M	78520	EE + 1
385	08/07/1954	60	M	78520	EE + 1
386	08/24/1979	35	F	78586	EE + 1
387	12/08/1964	49	M	78575	EE + 1
388	02/10/1944	70	M	78521	EE + 1
389	08/14/1960	54	F	78526	EE + 1
390	02/18/1961	53	F	78526	EE + 1
391	04/24/1981	33	F	78520	EE + 1
392	02/14/1966	48	M	78592	EE + 1
393	03/18/1952	62	M	78521	EE + 1
394	03/02/1956	58	M	78521	EE + 1
395	10/10/1990	23	M	78521	EE + 1
396	11/11/1956	57	M	78586	EE + 1
397	03/21/1987	27	F	78550	EE + 1
398	03/27/1981	33	F	78552	EE + 1
399	10/03/1974	39	M	78596	EE + 1
400	09/26/1976	38	M	78520	EE + 1
401	07/07/1965	49	F	78520	EE + 1

402	03/01/1982	32	M	78520	EE + 1
403	02/05/1953	61	M	78552	EE + 1
404	12/15/1961	52	M	78523	EE + 1
405	04/20/1983	31	F	78520	EE + 1
406	10/21/1976	37	M	78521	EE + 1
407	01/15/1989	25	M	78578	EE + 1
408	01/19/1973	41	M	78521	EE + 1
409	08/07/1988	26	F	78520	EE + 1
410	05/09/1977	37	F	78526	EE + 1
411	10/27/1988	25	M	78521	EE + 1
412	03/21/1959	55	M	78520	EE + 1
413	07/08/1986	28	M	78520	EE + 1
414	05/03/1957	57	M	78592	EE + 1
415	08/21/1968	46	F	78520	EE + 1
416	12/10/1941	72	F	78521	EE + 1
417	03/04/1985	29	F	78521	EE + 1
418	03/08/1967	47	M	78520	EE + 1
419	09/29/1967	47	M	78586	EE + 1
420	06/30/1987	27	M	78521	EE + 1
421	12/17/1979	34	F	78521	EE + 1
422	01/02/1950	64	M	78552	EE + 1
423	06/16/1976	38	F	78520	EE + 1
424	07/20/1982	32	M	78593	EE + 1
425	11/12/1988	25	M	78550	EE + 1
426	07/23/1985	29	F	78521	EE + 1
427	03/21/1976	38	F	78521	EE + 1
428	01/05/1974	40	M	78586	EE + 1
429	11/21/1949	64	M	78526	EE + 1
430	12/28/1977	36	M	78526	EE + 1
431	10/24/1979	34	M	78526	EE + 1
432	07/04/1955	59	M	78520	EE + 1
433	07/10/1980	34	M	78521	EE + 1
434	06/08/1980	34	F	78552	EE + 1
435	09/13/1968	46	M	78586	EE + 1
436	03/21/1958	56	M	78526	EE + 1
437	06/05/1983	31	M	78586	EE + 1
438	03/07/1964	50	F	78521	EE + 1
439	10/18/1978	35	F	78521	EE + 1
440	09/02/1950	64	M	78586	EE + 1
441	11/26/1979	34	M	78575	EE + 1
442	05/03/1953	61	M	78578	EE + 1
443	11/24/1973	40	M	78521	EE + 1
444	11/18/1981	32	M	78521	EE + 1
445	02/07/1983	31	M	78521	EE + 1
446	07/15/1991	23	M	78521	EE + 1
447	12/24/1959	54	M	78521	EE + 1
448	09/27/1974	40	F	78586	EE + 1
449	07/11/1992	22	M	78521	EE + 1
450	01/15/1985	29	F	78520	EE + 1
451	05/05/1968	46	M	78578	EE + 1
452	11/19/1970	43	F	78552	EE + 1
453	03/09/1991	23	F	78521	EE + 1
454	11/25/1990	23	M	78575	EE + 1
455	08/01/1983	31	M	78526	EE + 1
456	11/02/1982	31	F	78526	EE + 1
457	01/25/1991	23	M	78520	EE + 1
458	05/08/1990	24	F	78521	EE + 1
459	05/01/1991	23	F	78521	EE + 1
460	12/25/1959	54	F	78521	EE + 2 or More
461	01/07/1972	42	F	78521	EE + 2 or More
462	05/25/1966	48	F	78526	EE + 2 or More
463	07/19/1954	60	M	78550	EE + 2 or More
464	12/20/1967	46	F	78575	EE + 2 or More
465	02/03/1961	53	M	78550	EE + 2 or More
466	08/26/1962	52	F	78566	EE + 2 or More
467	03/04/1967	47	F	78521	EE + 2 or More
468	04/30/1980	34	M	78521	EE + 2 or More
469	05/13/1979	35	F	78526	EE + 2 or More

470	09/09/1957	57	M	78586	EE + 2 or More
471	11/10/1977	36	F	78521	EE + 2 or More
472	05/06/1966	48	F	78578	EE + 2 or More
473	12/24/1966	47	F	78550	EE + 2 or More
474	09/08/1974	40	F	78586	EE + 2 or More
475	10/07/1973	40	M	78552	EE + 2 or More
476	04/06/1970	44	F	78566	EE + 2 or More
477	11/11/1976	37	M	78535	EE + 2 or More
478	09/22/1970	44	F	78566	EE + 2 or More
479	01/05/1959	55	M	78521	EE + 2 or More
480	07/10/1968	46	M	78520	EE + 2 or More
481	06/16/1971	43	F	78521	EE + 2 or More
482	04/04/1967	47	M	78550	EE + 2 or More
483	08/29/1970	44	M	78526	EE + 2 or More
484	12/09/1968	45	F	78575	EE + 2 or More
485	06/06/1968	46	M	78559	EE + 2 or More
486	12/14/1976	37	F	78552	EE + 2 or More
487	11/24/1973	40	F	78550	EE + 2 or More
488	06/24/1960	54	M	78566	EE + 2 or More
489	07/25/1983	31	M	78578	EE + 2 or More
490	12/08/1972	41	F	78559	EE + 2 or More
491	04/28/1962	52	M	78583	EE + 2 or More
492	10/15/1955	58	M	78521	EE + 2 or More
493	11/29/1969	44	M	78575	EE + 2 or More
494	08/18/1961	53	M	78526	EE + 2 or More
495	05/07/1960	54	M	78552	EE + 2 or More
496	01/10/1970	44	M	78521	EE + 2 or More
497	08/27/1966	48	F	78521	EE + 2 or More
498	09/16/1968	46	M	78520	EE + 2 or More
499	08/18/1969	45	M	78526	EE + 2 or More
500	09/22/1960	54	M	78520	EE + 2 or More
501	01/09/1967	47	F	78521	EE + 2 or More
502	02/15/1984	30	F	78550	EE + 2 or More
503	06/14/1965	49	M	78550	EE + 2 or More
504	07/08/1969	45	F	78552	EE + 2 or More
505	03/18/1972	42	F	78550	EE + 2 or More
506	06/14/1974	40	M	78520	EE + 2 or More
507	04/25/1958	56	F	78586	EE + 2 or More
508	10/12/1968	45	F	78526	EE + 2 or More
509	04/06/1965	49	M	78521	EE + 2 or More
510	01/24/1974	40	F	78550	EE + 2 or More
511	07/09/1967	47	M	78566	EE + 2 or More
512	12/15/1973	40	F	78566	EE + 2 or More
513	11/12/1959	54	F	78523	EE + 2 or More
514	12/17/1965	48	F	78521	EE + 2 or More
515	07/10/1979	35	F	78586	EE + 2 or More
516	10/22/1964	49	M	78526	EE + 2 or More
517	08/01/1967	47	F	78520	EE + 2 or More
518	07/14/1969	45	M	78521	EE + 2 or More
519	03/06/1976	38	F	78521	EE + 2 or More
520	08/09/1975	39	M	78520	EE + 2 or More
521	09/23/1969	45	F	78520	EE + 2 or More
522	02/16/1974	40	F	78526	EE + 2 or More
523	05/30/1956	58	M	78520	EE + 2 or More
524	06/23/1969	45	M	78583	EE + 2 or More
525	04/28/1956	58	M	78593	EE + 2 or More
526	01/29/1969	45	M	78586	EE + 2 or More
527	03/06/1972	42	M	78583	EE + 2 or More
528	05/20/1968	46	M	78526	EE + 2 or More
529	03/23/1977	37	M	78520	EE + 2 or More
530	01/18/1964	50	F	78586	EE + 2 or More
531	08/18/1973	41	M	78575	EE + 2 or More
532	03/24/1967	47	M	78597	EE + 2 or More
533	09/10/1967	47	M	78575	EE + 2 or More
534	10/22/1968	45	F	78520	EE + 2 or More
535	09/20/1965	49	M	78526	EE + 2 or More
536	05/05/1962	52	M	78583	EE + 2 or More
537	05/04/1974	40	M	78578	EE + 2 or More

538	01/08/1951	63	M	78550	EE + 2 or More
539	09/19/1974	40	M	78526	EE + 2 or More
540	06/09/1970	44	F	78526	EE + 2 or More
541	12/24/1965	48	F	78526	EE + 2 or More
542	01/16/1970	44	F	78521	EE + 2 or More
543	07/15/1969	45	M	78566	EE + 2 or More
544	12/29/1960	53	F	78559	EE + 2 or More
545	10/10/1969	44	F	78526	EE + 2 or More
546	02/01/1977	37	M	78521	EE + 2 or More
547	10/06/1969	44	F	78550	EE + 2 or More
548	03/06/1961	53	M	78552	EE + 2 or More
549	09/18/1967	47	F	78520	EE + 2 or More
550	07/02/1974	40	F	78526	EE + 2 or More
551	10/24/1966	47	M	78526	EE + 2 or More
552	05/20/1969	45	F	78535	EE + 2 or More
553	07/09/1956	58	M	78526	EE + 2 or More
554	06/12/1973	41	F	78520	EE + 2 or More
555	11/20/1980	33	F	78520	EE + 2 or More
556	07/26/1980	34	M	78521	EE + 2 or More
557	06/24/1964	50	M	78575	EE + 2 or More
558	07/19/1966	48	F	78520	EE + 2 or More
559	05/10/1967	47	M	78586	EE + 2 or More
560	11/13/1970	43	M	78526	EE + 2 or More
561	11/29/1969	44	M	78552	EE + 2 or More
562	10/29/1974	39	M	78520	EE + 2 or More
563	07/01/1967	47	F	78523	EE + 2 or More
564	02/20/1969	45	M	78521	EE + 2 or More
565	08/03/1982	32	M	78520	EE + 2 or More
566	07/20/1980	34	M	78552	EE + 2 or More
567	01/26/1968	46	M	78520	EE + 2 or More
568	03/09/1966	48	M	78550	EE + 2 or More
569	06/10/1980	34	M	78550	EE + 2 or More
570	03/24/1988	26	M	78521	EE + 2 or More
571	06/25/1982	32	F	78526	EE + 2 or More
572	02/28/1966	48	F	78521	EE + 2 or More
573	02/20/1973	41	F	78566	EE + 2 or More
574	01/15/1976	38	F	78526	EE + 2 or More
575	08/26/1971	43	M	78526	EE + 2 or More
576	07/12/1984	30	F	78520	EE + 2 or More
577	04/06/1981	33	M	78552	EE + 2 or More
578	12/19/1978	35	M	78520	EE + 2 or More
579	06/07/1976	38	M	78526	EE + 2 or More
580	02/21/1971	43	M	78521	EE + 2 or More
581	02/10/1966	48	M	78520	EE + 2 or More
582	02/24/1958	56	M	78559	EE + 2 or More
583	01/04/1970	44	M	78586	EE + 2 or More
584	03/05/1972	42	M	78526	EE + 2 or More
585	03/01/1976	38	F	78521	EE + 2 or More
586	08/25/1976	38	F	78550	EE + 2 or More
587	07/07/1977	37	F	78521	EE + 2 or More
588	05/01/1973	41	M	78586	EE + 2 or More
589	08/09/1975	39	M	78520	EE + 2 or More
590	12/15/1978	35	M	78526	EE + 2 or More
591	05/28/1964	50	F	78520	EE + 2 or More

10/1/2014

RFP Title _____

Proposer's Name _____

Attachment A

REFERENCES

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

STATE OF TEXAS
COUNTY OF CAMERON

AFFIDAVIT

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

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

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

Name and Address of Proposer :

Telephone number _____ Fax number _____

Signature
Name: _____ Title: _____

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

Notary Public in and for County _____ State _____

THIS FORM MUST BE RETURNED WITH YOUR RFP

RESIDENCE CERTIFICATION

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

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

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

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

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

(City and State)

Print Name: _____ Signature: _____

THIS FORM MUST BE RETURNED WITH YOUR RFP

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

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

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

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

Signature of person submitting this RFP

Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

ORDER NO. 2007O2005

THE STATE OF TEXAS §
COUNTY OF CAMERON §

ORDER ADOPTING CONTRACTING RULES FOR PERSONS INDEBTED TO COUNTY

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

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

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

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

ADOPTED this 13 day of March, 2007.

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

Cameron County Acct #'s : Real Estate Personal Property

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

Signature of person submitting this RFP Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

Certification Regarding Debarment, Suspension Ineligibility

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

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

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

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

THIS FORM MUST BE RETURNED WITH YOUR RFP

CONFLICT OF INTEREST QUESTIONNAIRE

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

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY Date Received:

2. Check this box if you are filing an update to a previously filed questionnaire.

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

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

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

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

Yes No

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

Yes No

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

Yes No

D. Describe each affiliation or business relationship.

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

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

Signature of person doing business with the governmental entity

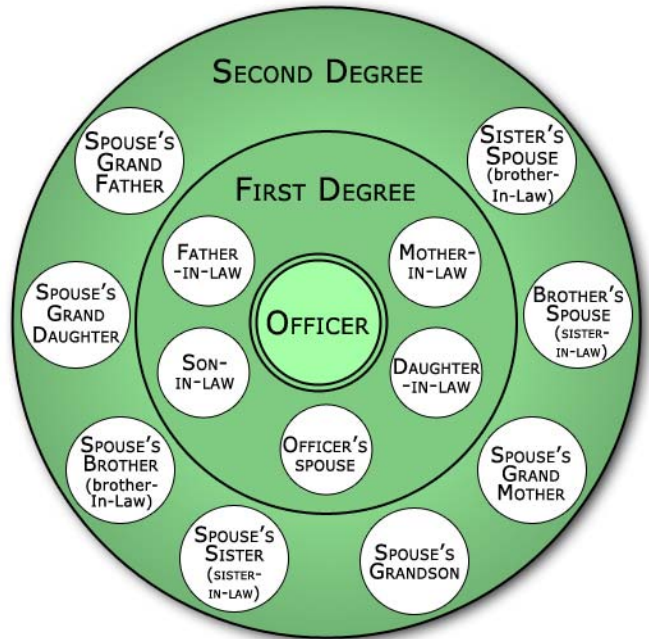
Date

NEPOTISM CHART

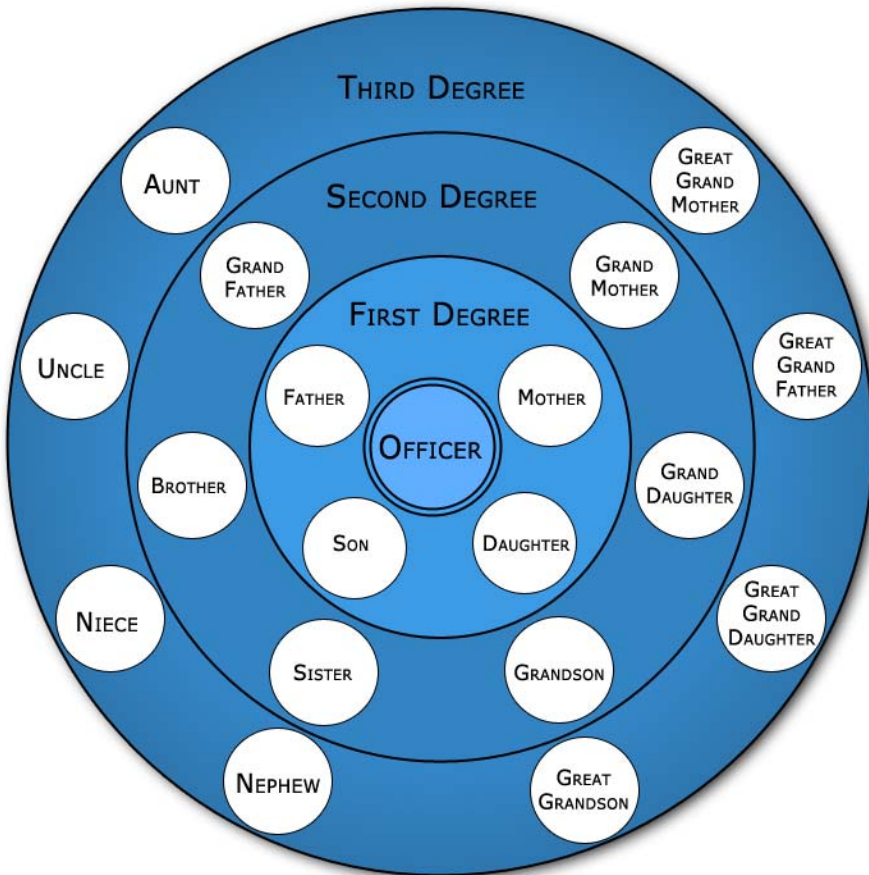
The chart below shows

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

AFFINITY KINSHIP Relationship by Marriage



CONSANGUINITY KINSHIP Relationship by Blood



DISCLOSURE OF INTERESTS

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

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

Date _____

FIRM NAME: _____

ADDRESS: _____

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

DISCLOSURE QUESTIONS

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

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

DISCLOSURE OF INTERESTS (CONTINUED)

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

Name	Title	Department

CERTIFICATE

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

Certifying Person: _____ Title: _____
 (Type or Print)

Signature of Certifying Person: _____ Date: _____

Terms & Conditions

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

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

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

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

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

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

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

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

DISCRIMINATION: In order to comply with the provisions of fair employment practices, the contractor agrees as follows: 1.) the contractor will not discriminate against any employee or applicant for employment because of race, sex,

color, age, religion, handicap, or national origin; 2) in all solicitations or advertisements for employees, the contractor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the contractor will furnish such relevant information and reports as requested by the County for the purpose of determining compliance with these regulations; and 4) failure of the contractor to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part.

DISQUALIFICATION OF OFFEROR: Upon signing this RFP/RFQ document, an offeror offering to sell supplies, materials, services, or equipment to Cameron County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code 15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the RFP/RFQ made to any competitor or any other person engaged in such line of business. Any or all RFP/RFQ's

may be rejected if the County believes that collusion exists among the offerors. RFP/RFQs in which the prices are obviously unbalanced may be rejected. If multiples are submitted by an offeror and after the RFP/RFQ's are opened, one of the RFP/RFQ's are withdrawn, the result will be that all of the RFP/RFQs submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiples for different products or services.

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

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

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

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

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

Format and Content - Protesting vendors shall include, in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Vendors shall, at a minimum, provide: 1. Information about

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPLICABLE LAW

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

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

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

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

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

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

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

he will notify Buyer to this effect in writing within two (2) weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will hold Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void, except that Buyer will pay Seller the reasonable cost of his/her search as to infringement. The contractor agrees to protect the County from claims involving infringement of patents or copyrights.

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

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

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

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

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

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

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

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