



**CAMERON COUNTY
PURCHASING DEPARTMENT
INVITATION TO RFQ**

RFQ NUMBER # 1452A2

**RFQ TITLE: POST-HURRICANE / DISASTER RECOVERY OPERATIONS
DAMAGE ASSESSMENT**

DATE DUE: January 31, 2012

DUE NO LATER THAN 10:00 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 10:01 a.m. (as per Purchasing Dept. time clock) on deadline due date.

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

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

RETURN RFQ 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](mailto:mforbes@co.cameron.tx.us) or [Beverly Findley](mailto:purchasing@cameroncounty.com) at (956) 544-0871, E-mail: mforbes@co.cameron.tx.us or purchasing@cameroncounty.com. To ask specific questions on project requirements, please call: [Humberto Barrera](mailto:Humberto.Barrera@co.cameron.tx.us) at (956) 547-7000 E-mail: Humberto.Barrera@co.cameron.tx.us

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: _____

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

Prepared by: Yates Construction 900 Arion Parkway, Bldg. D, Ste. 110, San Antonio, Tx. 78216 (210) 497-3973 & County Judge's Office

CHECK LIST

Items checked below represent components which comprise this RFQ/proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this RFQ/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 RFQ 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, I**
Be sure to complete these forms and return with packet.
- Bid Guaranty & Performance Bond Information & Requirements**
This form applies only to certain bids/proposals. All public work contracts over \$25,000 require a Payment Bond and over \$100,00 must also have a Performance Bond in a form approved by the County. Please read carefully and fill out completely.
- Minimum Insurance Requirements**
Included when applicable
- Worker's Compensation Insurance Coverage Rule 110.110**
This requirement is applicable for a building or construction contract.
- Financial Statement**
When this information is required, you must use this form.

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

- Is your RFQ sealed with RFQ #, 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, I
- 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 Bidding please let us know why by feedback at:
www.co.cameron.tx.us/purchasing/feedback.htm

INSTRUCTIONS FOR SUBMITTING RFQ'S

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

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your RFQ with all appropriate supplements and/or samples. Prior to returning your sealed RFQ 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 RFQ 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 RFQ is complete, and double check your RFQ for accuracy.

Cameron County is an Equal Employment Opportunity Employer.

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

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

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

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions results in a change or addition to this RFQ, the Change(s) and addition(s) will be forwarded to all vendors involved as quickly as possible in the form of a written addendum only. Verbal changes to Bids/RFQ'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 / RFQ / RFQ will not apply.

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

CONFLICT OF INTEREST QUESTIONNAIRE:

For vendor or other person doing business with local governmental entity

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

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

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

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

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

can be downloaded at the following web site:

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

DISCLOSURE OF INTERESTS:

This questionnaire must be filed with the records administrator (County Clerk's Office) of the local government and no later than the 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/docs/DisclosureofInterest.pdf>

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

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

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

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

PLEASE NOTE CAREFULLY

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

1. **ORIGINAL AND SIX (6) COPIES OF RFQ's MUST BE SUBMITTED** Each RFQ shall be placed in a separate envelope completely and properly identified with the name and number of the RFQ. RFQ's must be in the Purchasing Department **BEFORE** the hour and date specified.
2. RFQ's **MUST** give full firm name and address of the Proposer. Failure to manually sign RFQ will disqualify it. Person signing RFQ should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT.
3. RFQ'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 RFQ 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 RFQ.** 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 RFQ invitation is descriptive-NOT restrictive-it is to indicate type and quality desired. RFQ's on brand of like nature and quality will be considered. If RFQ 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 RFQ. If Proposer takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc. as specified.
6. Samples, when requested, must be furnished free of expense to the County. If not destroyed in examination, they will be returned to the Proposer on request, at his expense. Each sample should be marked with Proposer's name, address, and County RFQ number. **DO NOT ENCLOSE OR ATTACH SAMPLE TO RFQ.**
7. Written inquiries pertaining to RFQ's must give RFQ Number and Company.
8. NO substitutions or cancellations permitted without written approval of Director of Purchasing.
9. The County reserves the right to accept or reject all or any part of any RFQ, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total RFQ. Prices should be itemized. County also reserves the right to award either with or without trade-in, if applicable. The County also reserves the right to consider CO-OP Interlocal pricing.
10. RFQ unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. RFQ's subject to unlimited price increase will not be considered.
11. This is a RFQ inquiry only and implies no obligation on the part of Cameron County.
12. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by Cameron County.
13. Partial RFQ's will not be accepted unless awarded by complete category or line item. **To be awarded by total RFQ.**
14. It is expected that the Proposer will meet all state and federal safety standards and laws in effect on the date of the RFQ for the item(s) being specified, and the particular use for which they are meant.

15. It is the responsibility of the bidder or Proposer to ask any and all questions the bidder or proposer feels to be pertinent to the RFQ / proposal. Cameron County shall not be required to attempt to anticipate such questions for bidders or Proposers. Cameron County will endeavor to respond promptly to all questions asked.

PURCHASE ORDER AND DELIVERY: The successful Proposer shall not deliver products or provide services without a Cameron County Purchase Order, signed by an authorized agent of the Cameron County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the Proposer in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications.

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

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

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

DELIVERY TERMS AND TRANSPORTATION CHARGES: RFQ must show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates Proposer to complete delivery in 14 calendar days. A five day difference in delivery promise may break a tie. Unrealistically short or long delivery promises may cause RFQ to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from Proposer list.

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

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

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

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

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

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

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

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

All items proposed shall be new, in first class condition, including containers suitable for shipment and storage (Cameron County prefers recycled packaging whenever possible), unless otherwise indicated in RFQ. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory material will be returned at Seller's expense.

Cameron County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Proposer cannot furnish a sample of a RFQ item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the RFQ as inadequate.

TESTING: Cameron County reserves the right to test equipment, supplies, material and goods RFQ for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the RFQ is subject to rejection.

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

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

Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Proposer for correction. Under term contracts, when multiple deliveries and/or services are required, the Proposer may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for good and/or services provided under this contract, the Proposer should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Cameron County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Services. Titles and Invoices: all titles and invoices will be in the name of **Cameron County, 1100 East Monroe St., Brownsville, Texas 78520**, and signed ONLY by the County Auditor's Office personnel.

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

**CAMERON COUNTY AUDITOR
ACCOUNTS PAYABLE
1100 E. Monroe St, 3rd Floor,
BROWNSVILLE, TEXAS 78520**

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

PAYMENT DISCOUNT: Indicate the payment discount (s) available depending on the when invoices are paid. For example, 1/30 means a 1% discount if paid within 30 days, 2/15 means a 2% discount if paid within 15 days, etc.

Payment in full will be made within thirty (30) days of delivery, inspection, and receipt of invoice.

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

**CAMERON COUNTY, TEXAS
POST-HURRICANE/DISASTER DAMAGE ASSESMENT SERVICES**

REQUEST FOR QUALIFICATIONS

Cameron County is preparing pre-event contracts for Post Hurricane/Disaster Damage Assessment Services. The intent is to have contracts in place with several engineering and architectural firms and consultants (collectively, Consultants) to provide damage assessment assistance immediately after a major disaster. The contracts would be activated only in the event of a hurricane or other disaster that causes a significant amount of damage. Each Consultant's personnel will be assigned to damage assessment teams on the basis of actual post-disaster needs, resource availability, and individual expertise and past experience with County Infrastructure. Consultants may be assigned to teams with other Consultants or local government personnel depending on conditions and needs of the County.

This invitation package includes:

- I. Project Concept and Scope
 - II. General Project Provisions
 - III. Acceptance of Mandatory Contract provisions
 - IV. Evaluation and Selection Criteria
- Exhibit A - Agreement for Architect/Engineer Consultant Services
Exhibit B- Project Schedule
Exhibit C - Mandatory Contract Provisions
Exhibit D - Response Format
Exhibit E – Request for Qualifications Instructions

**POST-HURRICANE/DISASTER RECOVERY
PRE-POSITIONED CONTRACTS
DAMAGE ASSESSMENT**

I. PROJECT CONCEPT AND SCOPE

Cameron County requests qualifications from engineering, architectural and consulting firms (collectively, Consultants) interested in providing professional services to conduct post-hurricane/disaster damage assessment as part of the County's overall Post-Hurricane Recovery Operations. The County recognizes that immediately after a major disaster, local firms might not be able to respond quickly to a request for services. As a result, the County is interested in contracting with firms both in the local area and outside the local area to ensure that an adequate resource base is available regardless of the extent of damage within the County. This contract shall cover calendar years 2012 through 2016.

The concept for post-hurricane recovery operations is for the County to have a number of pre-event contracts in place that will provide personnel to assist local government staffs with damage assessment activities immediately after a hurricane or other disaster. Damage Assessment Teams (DATs) will be comprised of government and Consultant personnel under the overall direction of Cameron County staff. The work will entail preliminary assessment and documentation of the scope and nature of damage incurred throughout the County in accordance with direction and guidance provided by the County. The work will also include detailed documentation of damage to public property and facilities. The work may also include assistance with repair plans and specifications and/or assistance with monitoring contractors involved in debris removal. The County will provide necessary training on the assessment process and completion of the associated forms and records.

It is the County's intent to identify qualified Consultant firms, enter into an agreement with each qualified firm, and be able to activate as many firms as necessary to provide prompt damage assessment services immediately following a hurricane or other disasters. The unpredictable nature of hurricanes or other disasters precludes providing more detailed descriptions of the actual work assignments at this time.

The primary focus of the pre-positioned contracts is post-hurricane and other /disaster recovery operations. **Notwithstanding, the County may activate the same contracts for response to any disaster, natural or man-made, regardless of the scope of damage.** The County may contact any of the Consultants under contract at any time for assistance in this area. The intent is that the firm will provide personnel to the extent of their capabilities at the time of the request. Submitters should take this concept into consideration.

Exhibit A is the proposed agreement and a detailed scope of work. The agreement will be for a period of five years with an annual rectification of interest and capabilities.

II. GENERAL PROJECT PROVISIONS

- A. The County does not envision conducting pre-submittal meetings on this project. Individuals desiring more detailed information or having questions about the technical content of this RFQ may contact the County staff or the County's consultant, W.G Yates & Sons Construction Company at the offices shown on the cover sheet for this RFQ.
- B. Responses must be received in the Cameron County Purchasing Office, **January 31, 2012, by 10:00 A.M.** Responses received after this date and time will be deferred for later consideration on an as needed basis.
- C. Detailed response requirements are contained in Exhibit D.

- D. The County intends to sign engineering service contracts with all Consultants deemed to be qualified providers of the required services, based on demonstrated competence and qualifications. The County is asking all Consultants to submit an hourly rate schedule. The County will then develop a composite rate schedule to be used in all contracts. This information must be submitted for the standard categories described in Exhibit A.
- E. The County may conduct discussions with any Consultant determined to be reasonably qualified for selection. This may include requests for additional information.
- F. The County Engineer will report the results of the Consultant responses to the County Judge prior to requesting those Consultants selected to execute an administrative contract in an amount not to exceed \$14,999, the limit of contractual authority which does not require formal approval by the Commissioners' Court. This will allow initial activation of the contracts without delay when needed. Additional costs for the work will be addressed as needed by amendments to the contracts.
- G. A schedule for award of contracts is attached as Exhibit B.
- H. Questions concerning this project must be in writing and addressed to:

Written questions may be submitted by fax to **Mike Forbes Purchasing Dept. at (956) 550-7219 or e-mailed to: mforbes@co.cameron.tx.us**

III. ACCEPTANCE OF MANDATORY CONTRACT PROVISIONS

By submitting a response, each Consultant agrees to the Mandatory Contract Provisions in Exhibit C.

IV. EVALUATION AND SELECTION CRITERIA

It is the County's intent to select all qualified responding Consultants and list them on a roster of contracts to be activated as needed. Consultants will be activated on the basis of their specific qualifications and specialized expertise as they relate to County needs at the time. Qualifications criteria consist of the following:

- A. **Experience / Knowledge** of public infrastructure and municipal facilities and prior experience in damage assessment. All comparable inspection and evaluation experience will be considered, as will capability and capacity to provide follow-up services such as development of repair plans and specifications.

- B. **Commitment.** A Consultant firm must be willing to commit its personnel resources during the immediate post-disaster period and to provideresources for support functions under disaster conditions. The Agreement (Exhibit A) recognizes that a major event may disable local firms, so there is no penalty for failure to respond upon activation.
- C. **Training.** All CONSULTANTS must participate in an annual one-day Damage Assessment Team training course, to be held in the Brownsville area, prior to or shortly after the start of the hurricane season (June 1) each year. Participation will be at the CONSULTANT'S expense. The training will be in a "train the trainer" format. Each CONSULTANT will be required to send one or two persons who will be involved in the damage assessment project to the training. Those persons must be capable of presenting the training for other of the firm's personnel at their home locations.

EXHIBITS

- A. Agreement for Architect/Engineer Consultant Services
- B. Project Schedule
- C. Mandatory Contract Provisions
- D. Response Format

Exhibit A

AGREEMENT FOR DAMAGE ASSESSMENT CONSULTANT SERVICES

This AGREEMENT is by and between the County of Cameron, Texas, hereinafter called "COUNTY", and _____, hereinafter called "CONSULTANT", which agree as follows:

DECLARATIONS. COUNTY desires to engage CONSULTANT to provide services in connection with COUNTY'S project, hereinafter called "THE PROJECT", described as follows: Provide staff and equipment and other necessary items to perform post-event damage assessment and related services following a hurricane, tornado, or other disaster.

SCOPE OF WORK. CONSULTANT shall provide services for THE PROJECT in accordance with the accompanying Consultant's Responsibilities, "Attachment 1". COUNTY shall provide services described in County's Responsibilities, "Attachment 2".

FEE. COUNTY agrees to pay CONSULTANT on a time and materials basis for services provided in accordance with "Attachment 3", FEES, a total fee not to exceed \$14,999. Fees will be adjusted annually for inflation using the cost data provided in the Engineering News Record.

INSURANCE. CONSULTANT shall obtain and maintain coverage listed in Exhibit C.

TERM. This AGREEMENT is for a period of five years, subject to annual rectification of Consultant's capabilities, verification of insurance coverage and other applicable matters, and attendance at a one-day training session each year.

DOCUMENTS. Copies of all survey notebooks, reports, drawings, studies, calculations, estimates, data files, photographs, digital images, etc. produced by CONSULTANT are to be provided to the COUNTY upon termination or completion of the work. CONSULTANT shall keep originals of all materials on file for a period of five years.

ACCESS. COUNTY shall make provisions for CONSULTANT to enter property as required for CONSULTANT to perform services under this AGREEMENT.

ATTENDANCE. CONSULTANT shall attend such training sessions, conferences, meetings, etc. during any phase of the work as may be requested by COUNTY. This work-related requirement is in addition to the one-day damage assessment training session described above.

PROFESSIONAL LIABILITY. In connection with the services provided by Consultant, Consultant shall hold Cameron County and its employees harmless for any and all claims, lawsuits, legal expenses, and any other costs related to the performance or non-performance of services in this Agreement.

LAW GOVERNING AGREEMENT. The agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue shall be in Cameron County, Texas.

AUTHORIZATION TO PROCEED. The execution of this AGREEMENT is intended to create a mechanism for COUNTY to quickly deploy properly trained Consultant personnel for Damage Assessment services immediately after a hurricane or other disaster if such are needed to supplement COUNTY staff. The execution of this contract does not authorize CONSULTANT to begin work or bill any costs to COUNTY except as provided for in the following sequence.

1. Base Contract. The AGREEMENT serves notice to both parties that (a) CONSULTANT has resources available, will commit to attending the training session, and meets applicable insurance coverage and other requirements, and (b) COUNTY will compensate CONSULTANT at the rates included in Attachment 3 of this exhibit, as adjusted annually, when work is actually performed.
2. Alert. In the event there is warning time immediately prior to a potential disaster, COUNTY shall notify CONSULTANT as to what amount of assistance COUNTY estimates will be needed. At the time of notification, CONSULTANT shall reconfirm the amount of resources (manpower, equipment) that CONSULTANT expects to be able to deploy after the event. Such alert shall describe where CONSULTANT shall report after the event in the likely case that normal communications are severed.
3. Activation. CONSULTANT shall endeavor to provide available staff and equipment to supplement COUNTY'S staff for damage assessment as described in the Alert Notification. Normally, for a hurricane, this will be within 24 hours after hurricane conditions subside.
4. Assignments. After hurricane conditions have subsided, CONSULTANT shall report to a site designated by COUNTY at time of activation for specific instructions. COUNTY will provide specific information to CONSULTANT at the time of activation.

TERMINATION. COUNTY reserves the right to terminate this AGREEMENT in whole or in part at any time after providing CONSULTANT notice, at which time CONSULTANT shall discontinue all work and services. Upon payment of all amounts owed, CONSULTANT shall deliver to COUNTY copies of all records, drawings, field notes, plans or other data completed or partially completed, and these shall become and remain the property of COUNTY.

COUNTY OF CAMERON

CONSULTANT

Firm: _

By: _____

By: _____

Date

Date

Address

County, State, Zip

- Attachment 1 - Consultant's Responsibilities
- Attachment 2 - County's Responsibilities
- Attachment 3 - Fees

Exhibit A

Attachment 1 CONSULTANT'S RESPONSIBILITIES

1. General Responsibilities. CONSULTANT shall assist COUNTY with damage assessment and provide sufficient labor and proper equipment for all tasks. Safety of CONSULTANT'S personnel and equipment is the responsibility of CONSULTANT. CONSULTANT'S personnel will normally be assigned to perform infrastructure condition assessments during daylight hours.
2. Specific Responsibilities. CONSULTANT shall conduct damage assessments of the facilities and geographical areas described in the Activation Order or the assignment order. These may include, but are not limited to, estimating debris volumes, and documenting street damage, signal/signage damage, public buildings, roadways, shoreline protection devices or other items designated by COUNTY.
 - a. For debris, CONSULTANT shall cover specified areas and travel designated routes as directed by COUNTY officials and estimate the quantity of debris within the rights-of-way, including quantity (by common classification or type) of debris visible on private property that could be brought to the right-of-ways.
 - b. For signs and signals or other facilities, CONSULTANT shall inspect the designated locations as called for in the activation or assignment notice and evaluate the damage using the procedures specified by the COUNTY.
 - c. In order to help ensure maximum reimbursement to COUNTY, special attention shall be given to careful and complete documentation of damage using forms to be provided by COUNTY.

All work shall be done in accordance with the detailed procedures to be provided by COUNTY officials during annual training and at time of activation.

3. Reporting. CONSULTANT will normally be required to submit a daily work summary to COUNTY. When CONSULTANT completes the assessment in a designated zone, CONSULTANT shall submit a consolidated report of that zone to COUNTY. This shall include a discussion of the estimated scope of work and probable cost estimates to ensure that COUNTY has sufficient information to allow preparation of work orders for the development of repair plans and specifications.
4. Subsequent Inspections. At the time of subsequent State or Federal inspection, CONSULTANT may be called on to escort the representatives to each item of damage that CONSULTANT'S personnel observed.

5. Self-Sufficiency. CONSULTANT shall be responsible for all equipment and support for its personnel (vehicles, housing, feeding, cellular telephones, protective equipment, etc.) For out of town personnel, this could include the use of motor homes or, if available, rental lodging. COUNTY will provide fuel for CONSULTANT vehicles if such is not readily available due to electrical power outages. COUNTY will reimburse only those expenses specifically noted in Attachment 3. COUNTY will strive to provide basic support services, such as copying, at the primary COUNTY support and service areas.

Exhibit A
Attachment 2
COUNTY'S RESPONSIBILITIES

1. The County will establish and staff a Contract Management Center. This Center will be the single point of contact for CONSULTANT. COUNTY will strive to have basic capabilities to support Damage Assessment activities such as copiers.
2. The County Engineer will establish the procedures and lines of communication necessary to mobilize CONSULTANT through the Alert, Activation, and Assignment Phases described in Section 9 of this AGREEMENT.
3. The County Engineer will furnish information necessary for the damage assessment effort. The County Engineer may provide communication support to CONSULTANT to be used solely in the execution of the damage assessment for COUNTY,
4. The County Engineer will provide CONSULTANT with suitable identification, which will serve to identify CONSULTANT personnel, involved in, covered work and authorize movement within the County while performing the damage assessment.
5. The Cameron County Office of Emergency Management/and or assigned training group will provide training to CONSULTANT in the performance of the duties and tasks required during the damage assessment. This will include a one-day mandatory training session each year. CONSULTANT will not be compensated for time or expenses associated with training.

The County Engineer and the County Judge's Office of Emergency Management will provide damage assessment guidance and all pertinent forms required for damage assessment. CONSULTANT will ensure that that information is provided to all personnel engaged in damage assessment work.

Exhibit A
Attachment 3
FEES

COUNTY will pay CONSULTANT for those items covered by this AGREEMENT as assigned to CONSULTANT in accordance with the Schedule of Rates shown here. Descriptions of the personnel classifications can be found on the next page.

The rates contained herein apply to the first year of services and, thus, are for June 2012 through December 2012. For each of the remaining years under this five-year agreement, the rates will be increased in accordance with the Engineering News Record report of inflation adjustments.

SCHEDULE OF RATES TO BE DETERMINED

Engineering and Technical Classifications

Engineers:

- E-1 Engineer I - Graduate Engineer with 0-3 years experience, work under close supervision.
- E-2 Engineer 2 - Graduate Engineer with 2-plus year's experience, capable of carrying out assignments with minimum supervision, supervise drafting and layout work.
- E-3 Project Engineer - Graduate or Registered Engineer with 4-plus years experience, can handle moderately complex tasks with minimal supervision, supervise the work of other engineers and drafters.
- E-4 Senior Project Engineer - Registered Engineer with 6-plus years experience, can handle complex tasks with only general supervision, coordinates and supervises work of other engineers and drafters.
- E-5 Project Manager - Registered Engineer with 8-plus year's experience, completely handles complex tasks and project coordination, coordinates and supervises work of engineers and drafters.
- E-6 Senior Project Manager - Registered Engineer with 10-plus years experience, completely handles complex tasks and project coordination, coordinates and supervises work of engineers and drafters.
- E-7 Principal Engineer - Registered Engineer and company officer, completely capable of handling and supervising all aspects of design and drawing production.

Architects:

- A-1 Architect 1 - Graduate Architect with 0-3 years experience, work under close supervision.
- A-2 Architect 2 - Graduate Architect with 2-plus year's experience, capable of carrying out assignments with minimum supervision, supervise drafting and layout work.
- A-3 Project Architect - Graduate or Licensed Architect with 4-plus years experience, can handle moderately complex tasks with minimal supervision, supervise the work of other architects and drafters.
- A-4 Senior Project Architect - Licensed Architect with 6-plus years experience, can handle complex tasks with only general supervision, coordinates and supervises work of other architects and drafters.
- A-5 Project Manager - Licensed Architect with 8-plus years experience, completely handles complex tasks and project coordination, coordinates and supervises work of architects and drafters.
- A-6 Senior Project Manager - Licensed Architect with 10-plus years experience, completely handles complex tasks and project coordination, coordinates and supervises work of architects and drafters.
- A-7 Principal Architect - Licensed Architect and company officer, completely capable of handling and supervising all aspects of design and drawing production.

Technicians:

- T-1 Technician I - 5-plus years experience and/or education, capable of handling all drafting functions and simple engineering design and calculation tasks with some supervision.
- T-2 Technician II - 7-plus year's experience and/or education, capable of handling all drafting functions with minimal supervision, can supervise the work of drafters.

T-3 Technician III - 10-plus years experience and/or education, capable of handling all drafting and many engineering related tasks with little supervision, can supervise the work of drafters and technicians.

Draftspersons:

D-1 Junior Drafter I - capable of drawing tasks and tracing-type work, under close supervision of others.

D-2 Drafter II - 2-plus years experience and/or education, handling many drafting tasks under supervision.

D-3 Senior Drafter III - 3-plus years experience and/or education, handles most drafting tasks while exercising judgement on layout and planning, receives minimal supervision.

Exhibit B
PROJECT SCHEDULE

DATE	Advertisement – December 11, 2012 (Sunday)
	Issue Request for Qualifications - December 12, 2011 (Monday)
	Receive RFQ's Deadline - January 31, 2012 (Tuesday)
	Complete Evaluation Process – February 13, 2012 (Monday)
	Negotiations with Potential Contractors – February 20, 2012 (Monday)
	County Commissioners Court Approval – March 1, 2012 (Thursday)
	Contracts Award – March 15, 2012 (Thursday)
	Year 1 DAT Training (tentative) - XXXXX

Exhibit C
MANDATORY CONTRACT PROVISIONS

1. Standards and Codes

CONSULTANT’S work will be performed in accordance with the most current applicable codes and standards of the following organizations as of the date the Final Report is submitted to the

County:

- Federal Emergency Management Agency (FEMA) “Public Assistance Program”
- Texas Department of Public Safety - Division of Emergency Management (TXDPS/DEM)
- Occupational Safety and Health Act of 1970, as amended (OSHA).

2. Safety Requirements

CONSULTANT is responsible for ensuring that his personnel have all appropriate safety equipment for the work to be performed, that they have received appropriate safety instructions and briefings, and that they observe all properly established safety rules and precautions.

3. Insurance Requirements

CONSULTANT shall not begin any work under the contract until he has obtained all required insurance and provided the COUNTY with the related certificates and endorsements. For the duration of the project, CONSULTANT will provide the following listed insurance and document required coverage with certificates of insurance.

Commercial liability including the following coverage:

- Broad form property damage;
- Premises operations;
- Products/completed operations hazard; and
- Independent contractor’s.

A letter accompanying the certificate of insurance and signed by an authorized representative of the insurer will state that the commercial liability insurance includes the coverage described above. Minimum coverage amounts shall be:

Bodily Injury and consequent death	\$500,000 per person
Bodily injury and consequent death	\$1,000,000 per occurrence
Property damage	\$1,000,000 per occurrence

Automobile liability coverage for all owned, non-owned, or rented vehicles. Minimum coverage amounts shall be:

Bodily injury and consequent death	\$ 500,000 per person
Bodily injury and consequent death	\$1,000,000 per occurrence
Property damage	\$ 500,000 per occurrence

1. Employer's liability insurance with a minimum coverage limit of \$100,000 per person.
2. Excess liability insurance coverage (for commercial, automobile and employer's liability insurance) with a minimum coverage limit of \$1,000,000.
3. Workers' Compensation Insurance
4. The Consultant will provide Workers' Compensation Insurance for all its employees who will perform any project work. This coverage will be provided through a company authorized to do business in the State of Texas or through self-insurance obtained in accordance with Texas law.
5. Coverage will be documented in a certificate of insurance or, if the Consultant provides self-insurance, it must provide to the County a copy of its certificate of authority to self-insure its workers' compensation coverage liability. The Consultant will also provide a letter stating that the certificate of authority remains in effect and is not the subject of any revocation proceeding pending before the Texas Workers' Compensation Commission.

Except for Workers' Compensation Insurance, for each insurance coverage required under the contract, the CONSULTANT will obtain an endorsement to the applicable insurance policy, signed by an authorized representative of the insurer stating that in the event of cancellation or material change that reduces or restricts the insurance afforded, the insurer agrees to provide 30-days prior written notice of cancellation or material change to the COUNTY at the following address.

County of Cameron

For Workers' Compensation Insurance, 10 days notice of cancellation or material change will be sufficient.

The CONSULTANT will also provide an additional insured endorsement for each insurance policy except Workers' Compensation Insurance. Each will name the COUNTY as additional insured.

4. Use of Subcontractors

The CONSULTANT may use subcontractors to complete work under this contract. No subcontractor may provide services unless the COUNTY consents. Consent will not be withheld unreasonably.

The CONSULTANT will be responsible for completing all contract work even if a subcontractor has assumed responsibility to complete certain work. Also, the CONSULTANT will be responsible for the acts and omissions of any subcontractors.

Furthermore, the CONSULTANT agrees that any subcontract for this project will include the same mandatory insurance requirements in favor of the COUNTY as are specified in the COUNTY'S contract with the CONSULTANT. This is particularly emphasized for workers' compensation insurance coverage. Subcontractor certificates of insurance and endorsements will be collected by the CONSULTANT and MADE available for County review upon request.

Exhibit D

RESPONSE FORMAT

CONSULTANT shall submit its qualifications in the following format using numbered tabs for each section.

Letter of Transmittal

Table of Contents

Section 1. General Form Qualifications and Experience

- a. Describe the firm(s),
- b. Identify principle types of practice and disciplines, and
- c. State any unique features.

Section 2. Capacity

- a. Describe the firm's general capability and capacity to provide the required services
- b. Estimate the number of employees (Architects, P.E.s, technicians, etc.) that could be made available for this project under the scope and conditions described by classification;
- c. State approximately how much of the workforce the firm would be willing to commit;
- d. Identify a project manager;
- e. Identify potential personnel to be included in the roster (this will be updated annually); and
- f. Identify the areas of expertise for the firm.
 - general civil;
 - streets, traffic controls;
 - building - structural;
 - building- MEP;
 - wastewater- civil/structural;
 - wastewater- MEP;
 - water- civil/structural;
 - water- MEP;
 - waterfront/marine;
 - drainage- flooding;
 - hazardous materials
 - environmental
 - architectural
 - construction management
 - contractor monitoring

Section 3. County Projects

This section will include CONSULTANT'S and sub-consultant's performance on current and past COUNTY projects. The RFQ response will list all current CONSULTANT and sub-consultant contracts with the COUNTY as well as the completion status of each contract. The proposals need list no more than five past COUNTY contracts for each CONSULTANT and sub-consultant. Each current and past COUNTY contract should be identified by:

- Project name (with reference number for each);
- Contract date; and
- Actual work completion date.

Section 4. Fees

Provide an hourly rate schedule for different Engineer and Technician categories. See Attachment 3 to Exhibit A. This is not a consideration in the qualifications. Rather, the County will use this information to prepare a composite rate schedule for all firms to be used only for post-hurricane damage assessment. Individual firms' rate schedules will not be made public and will be used only by the project team in preparing a composite base rate schedule that reflects current rates in the region.

Section 5. Mandatory Requirements

Acknowledge the Mandatory Requirements of this RFQ, including the following:

- a. Participation in Annual DAT Training,
- b. Insurance Requirements,
- c. Disclosure of Interests, and
- d. Certify that all mandatory requirements can and will be met.

Section 6. Additional Information

Provide contact information for the personnel who will manage the firm's damage assessment work in this format:

Name of Firm

Damage Assessment Contract Coordinator

Address

Telephone

FAX

E-mail

Primary Point of Contact / Damage Assessment Team Manager

Name

Position/Title

Telephone (daytime)

Telephone (night/weekend)

FAX

Cell phone/pager

E-mail

Secondary Point of Contact / Alternate Damage Assessment Team Manager

Name

Position/Title

Telephone (daytime)

Telephone (night/weekend)

FAX

Pager

E-mail

Exhibit E
REQUEST FOR QUALIFICATIONS FORMAT

CAMERON COUNTY
RFQ NO. 1452A2

By Order Of Cameron County, Texas, Sealed RFQs Will Be Received For Damage Assessment During Post-Hurricane/Disaster Recovery Operations For Cameron County, Texas.

IT IS UNDERSTOOD that Cameron County, Texas reserves the right to reject any or all proposals as it deems to be in the best interest of Cameron County.

SUBMITTALS SHALL include the RFQ and all addenda. Each submittal shall be placed in a sealed envelope with a transmittal letter manually signed by a person having the authority to bind the firm in a contract and marked clearly on the outside as shown below. FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED.

SUBMISSIONS OF QUALIFICATIONS: Original and Six (6) copies of all proposal documents shall be sealed and submitted as offer's response to:

**Cameron County Purchasing Office
Cameron County Courthouse, Room 345
1100 East Monroe Street
Brownsville, Texas 78520**

No later than 10:00 a.m., Monday, January 31, 2012

MARK ENVELOPE: "RFQ NO. 1452A2: Damage Assessment Post-Hurricane/Disaster Recovery Operations."

ALL SUBMITTALS MUST BE RECEIVED IN THE COUNTY'S PURCHASING OFFICE BEFORE OPENING DATE AND TIME.

LATE SUBMITTALS: Submittals received in the County Purchasing Office after submission deadline will not be accepted. Cameron County is not responsible for lateness or non-delivery of mail carrier, etc., and the date/time stamp in the Purchasing Office shall be the official time of receipt.

ALTERNATING SUBMITTALS: Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may be withdrawn or cancelled by the offerer at any time upon written notice of such action being received at the County Purchasing Office.

PROPOSALS WILL BE received and publicly acknowledged at the location, date, and time stated above. Offerers, their representative and interested persons, may be present. The proposals will be received and acknowledged only so as to avoid disclosure of the contents to competing offerers and will be kept secret during negotiations.

However, all proposals shall be opened for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified by offerer as such.

ORAL CHANGES: No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Cameron County Purchasing Agent.

CONFLICT OF INTEREST: No public offices shall have interest in this proposal except in accordance with Vernon's Texas Codes Annotated, Local Government code Title 5, Subtitle C, Chapter 171.

ETHICS: The offerer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of Cameron County.

EXCEPTION/SUBSTITUTIONS: All submittals meeting the intent of this request for qualifications will be considered.

ADDENDA: Any interpretations, corrections, or changes to this RFQ will be made by addenda. Sole issuing authority of addenda shall be vested in the Cameron County Purchasing Agent. Addenda will be mailed to all that are known to have received a copy of this RFQ. Offerers shall acknowledge receipt of all addenda.

PROPOSALS MUST COMPLY with all federal, state, county, and local laws.

CAMERON COUNTY MAY REQUEST REPRESENTATION and other information sufficient to determine offerer's ability to meet these minimum standards listed above.

REFERENCES: Cameron County requests offerer to supply, with the RFQ, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number, and name of representative.

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

NOTICE: Any notice provided by this proposal or required by law to be given to the successful offerer by Cameron County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Brownsville, Texas, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful offerer at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

VENUE: Any agreement arising out of this proposal will be governed and construed according to the laws of the State of Texas. This agreement is performable in Cameron County, Texas.

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

ANY QUESTIONS concerning this Request for Qualifications should be directed to:

**Mike Forbes
Cameron County Purchasing Office
1100 East Monroe Street, Room 345
Brownsville, Texas 78520
(956) 544-0871 Office (956) 550-7219 (Fax)**

G. TERMS AND 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/RFQs 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/RFQs.

BONDS: If this RFP/RFQ requires submission of RFP/RFQ guarantee and performance bond, there will be a separate page explaining those requirements. RFP/RFQs 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.

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 Letty Roberts at 956-574-8135 e-mail: L.Roberts@co.cameron.tx.us or Mike Forbes at 956-550-1360 e-mail: mforbes@co.cameron.tx.us or Beverly Findley at 956-982-5478 beverly.findley@co.cameron.tx.us in the County Purchasing Dept. or Dylbia Jeffries 956-550-1340 djefferies@co.cameron.tx.us of 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/RFQs 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/RFQs are opened, one of the RFP/RFQs 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/RFQs 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/RFQs. **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 RFQ 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 RFQ 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 Commissioners Court, only after the protest to the Purchasing Department was not resolved satisfactory to the protestor. Protests to the Commissioners Court 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 RFQ, 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 Commissioners Court, 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.

Commissioners Court Review Process - Protests to the Commissioners Court may be made only for Commissioners Court 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 County Judge, Commissioners Court, who may establish procedures to resolve the protest. Protests shall be received by the County Judge, Commissioners Court, 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/RFQs could cause rejection of RFP/RFQs 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.

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 RFQ 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 RFQ. 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 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.

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

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

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

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

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

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

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

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

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

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.

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.

Attachment A to Price Proposal Form

REFERENCES

RFP Title _____ **Proposer's Name** _____

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 _____

Attachment B to Price Proposal Form

STATE OF TEXAS
COUNTY OF CAMERON

AFFIDAVIT

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

Name and Address of Proposer:

Telephone number _____ Fax number _____
Signature _____ Name: _____ Title: _____

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

Notary Public in and for _____ County
State

THIS FORM MUST BE RETURNED WITH YOUR RFP

Attachment C to Price Proposal Form

RESIDENCE CERTIFICATION

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

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

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

I certify that _____ is a Resident

(Company Name)

Proposer of Texas as defined in Government Code §2252.001.

I certify that _____ is a Nonresident

(Company Name)

Proposer as defined in Government Code 2252.001 and our principal place of business is _____.

(City and State)

THIS FORM MUST BE RETURNED WITH YOUR RFP

Attachment D

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

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

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

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

THIS FORM MUST BE RETURNED WITH YOUR RFP

SWORN STATEMENT ON DEBARMENT

This SWORN statement is submitted with project number

By: _____
(PRINT INDIVIDUALS NAME AND TITLE)

For: _____
(PRINT NAME OF ENTITY SUBMITTING SWORN STATEMENT)

whose business address is:

CITY STATE ZIP VOICE PHONE
and if applicable its Federal Employee Identification Number (FEIN) is: _____

(INDICATE WHICH STATEMENT APPLIES)

_____ Neither the entity submitting this SWORN statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime.

_____ The entity submitting this SWORN statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity **HAS BEEN CHARGED WITH AND CONVICTED OF A PUBLIC ENTITY CRIME.**

_____ The entity submitting this SWORN statement is not present on any Federal list of debarred contractors, nor been debarred from any other type of contracting.

AUTHORIZED SIGNATURE

(Printed Name) (Title)

Sworn to and subscribed before me this 8th day of September, 2011.

Personally known _____ OR Produced identification _____
SHOW TYPE OF IDENTIFICATION

Notary Public State of _____, County of _____ My commission expires _____

(PRINTED/TYPED/ OR STAMPED COMMISSIONED NAME OF NOTARY PUBLIC)

THIS FORM MUST BE RETURNED WITH YOUR RFP

CONFLICT OF INTEREST QUESTIONNAIRE

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

Page 2

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

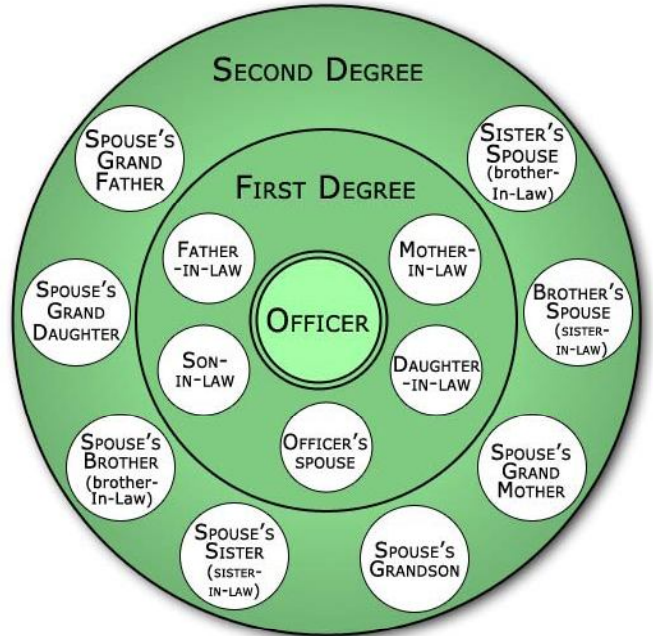
NEPOTISM CHART

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

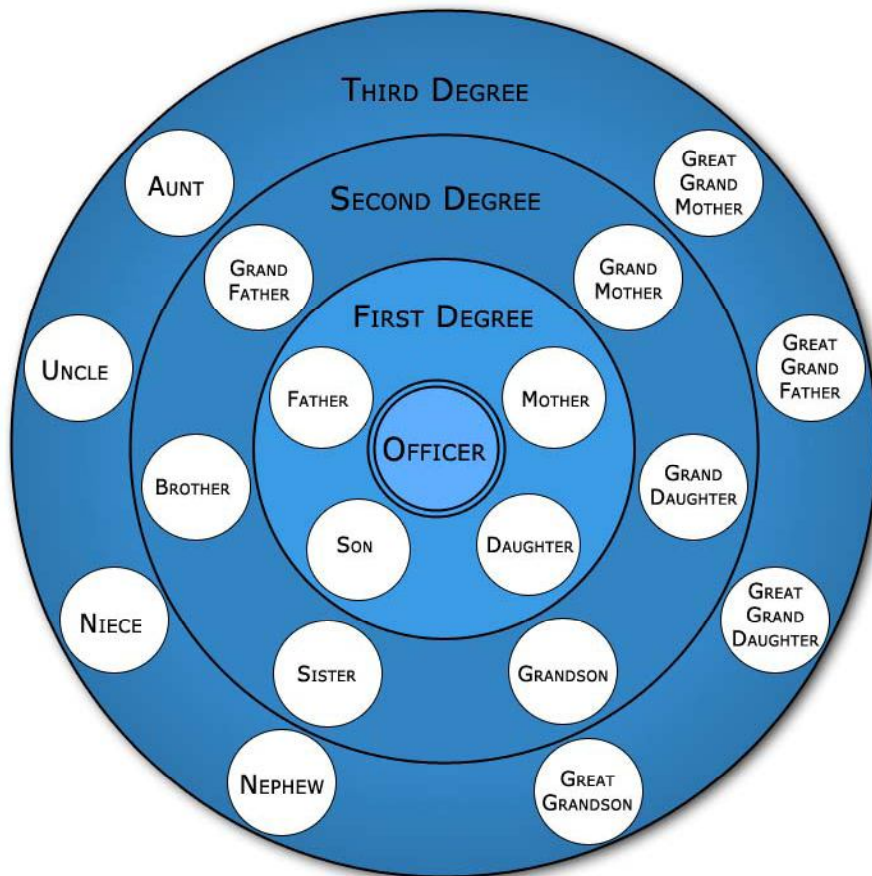
AFFINITY KINSHIP

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 PROPOSER'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: _____