



**CAMERON COUNTY
PURCHASING DEPARTMENT
REQUEST FOR QUALIFICATIONS**

RFQ NUMBER # 1360

RFQ TITLE: ENERGY CONSULTING SERVICES

DATE DUE: NOVEMBER 30, 2021

DUE NO LATER THAN 11:00 A.M.

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

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

Please return ORIGINAL ONE (1) and SEVEN (7) COPIES of RFQ 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.**

QUESTIONS DEADLINE: **Friday, November 12, 2021**

For additional information or to request addendum email: Mike Forbes or Dalia Loera at mforbes@co.cameron.tx.us or dalia.loera@co.cameron.tx.us

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: _____

SIGNATURE: _____ **Print Name:** _____

Is Respondent'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.

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. Respondents are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately. It is the Respondent's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your RFQ packet.

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

Attachments

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

Other - Final Reminders To double check before submitting RFQ

- Is your RFQ sealed with RFQ #, title, Respondent 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 for any addendums?

<https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/>

If not interested in responding to this RFQ, please let us know your reasons for deciding not to respond and e-mail them to: Purchasing@co.cameron.tx.us . Thank you.

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 "Respondents") 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 bid with all appropriate supplements and/or samples. Prior to returning your sealed bid response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing web <https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/> Addendums Column (updated Addendums). These Addendums must be signed and returned with your bid in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Annual RFQ award information can be accessed at: <https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/>

Review this document in its entirety. Be sure your RFP 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 respondent 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. Respondents shall comply with all applicable federal, state and local laws and regulations. Respondent 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 an addendum. Verbal changes to Bids/RFP's/RFQ's must be backed-up by written addendum or written Q/A clarifications which would be posted on County Purchasing Web site. Without written Addendum or written Q / A clarification, verbal changes to 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 all persons and business entities doing business with Cameron County:

This questionnaire must be submitted with the response to this RFQ and filed in accordance with chapter 176 of the Local Government Code by a persons and business entities doing business with Cameron County. By law this questionnaire must be filed with the records administrator of the Cameron County Clerk's office 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 (or entity or both) commits an offense if the person violates Section 176.006, Local Govt. Code.

A vendor commits an offense if the vendor:

- (1) is required to file a conflict of interest questionnaire under Section 176.006; and
- (2) either:
 - (A) knowingly fails to file the required questionnaire with the appropriate records administrator not later than 5 p.m. on the seventh business day after the date on which the vendor becomes aware of the facts that require the filing of the questionnaire; or
 - (B) knowingly fails to file the required questionnaire with the appropriate records administrator not later than 5 p.m. on the seventh business day after the date on which the vendor becomes aware of an event that would make a statement in a questionnaire previously filed by the vendor incomplete or inaccurate.

Under Section 176.013, Local Government Code An offense under this section is (1) a Class C misdemeanor if the contract amount is less than \$1 million or if there is no contract amount for the contract; (2) a Class B misdemeanor if the contract amount is at least \$1 million but less than \$5 million; or (3) a Class A misdemeanor if the contract amount is at least \$5 million.

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.

The form can be downloaded at the following web site:

https://www.cameroncounty.us/wp-content/uploads/Purchasing/docs/Conflict_of_Interest_Questionnaire_New_2015_.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.

The form can be downloaded at the following web site:

<https://www.cameroncounty.us/wp-content/uploads/Purchasing/CIS.pdf>

TEXAS ETHICS COMMISSION FORM 1295

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

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

Texas Ethics Commission (TEC) Form 1295 must be completed (by firm - on line "New Form 1295 Certificate of Interested Parties Electronic Filing Application" Site at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

If any Vendors have questions as to TEC Form 1295 visit the County Purchasing Web site left column tab "Vendor – TEC Form 1295" for more information. TEC Web site links can be found at this location including Question / Answers and Video instructions.

tab Link:

<https://www.cameroncounty.us/vendors-tec-form-1295/>

RESPONDENT 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 unit 2:00 p.m. of the next business day, for opening at upcoming Commissioner's Court meeting.

RFQs SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

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

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

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 SEVEN (7) 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 Respondent. 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 respondent 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. Written and verbal inquires pertaining to RFQ's must give RFQ Number and Company.
6. **NO** substitutions or cancellations permitted without written approval of Purchasing Agent.
7. 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. Cameron County retains the option to re-bid at any time if in its best interest and is not automatically bound to renewal or re-bid. The County reserves the right to add additional County Departments (at a later time during this bid award) as the need arises. The County also reserves the right to consider CO-OP Interlocal Agreements.
8. RFQ unit price on quantity specified – extend and show total. In case or errors in extension, **UNIT** prices shall govern. RFQs subject to unlimited price increase will not be considered.
9. This is a RFQ inquiry only and implies no obligation on the part of Cameron County.
10. Acceptance of and **final** payment for the item will be contingent upon satisfactory performance of the product received by Cameron County.
10. Partial RFQ's will not be accepted unless awarded by **complete** category or line item. **To be awarded by total RFQ.**
12. It is expected that the respondent 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.
13. It is the responsibility of the respondent to ask any and all questions the respondent feels to be pertinent to the RFQ or proposal. Cameron County shall not be required to attempt to anticipate such questions for bidders or Respondents. Cameron County will endeavor to respond promptly to all questions asked.

ALTERING RFQ: Any interlineations alterations, or erasures made before opening time must be initialed by the Respondent, guaranteeing authenticity.

WITHDRAWAL OF RFQ: An RFQ may not be withdrawn or cancelled by the Respondent without the written acknowledgement of the County for a period of (60) days following the date designated for the receipt of RFQ, and Respondent so agrees upon submittal of Respondent's response to the RFQ.

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

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

ETHICS: The Respondent shall not offer or accept any gifts or anything of value nor enter into any business agreement with any employee or agent of Cameron County.

ADDENDA: Any interpretations, corrections or changes to this RFQ will be made by addenda. Sole issuing authority of addenda shall be vested in Cameron County Purchasing Department. Addenda will be posted to the purchasing Bids web site in the Addm column. Respondents shall acknowledge receipt of all addenda in writing.

SUCCESSFUL RESPONDENTS, UPON ENTERING INTO AN AGREEMENT WITH THE COUNTY, SHALL BE REQUIRED TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS CAMERON COUNTY AND ALL ITS OFFICERS, AGENT, EMPLOYEES FROM ALL SUITS, ACTIONS, OR OTHER CLAIMS OF ANY PERSON, PERSONS, OR PROPERTY ON ACCOUNT OF NEGLIGENT ACT OR FAULT OF THE SUCCESSFUL RESPONDENT.

NOTICE: Any notice provided by this RFQ or required by Law to be given to the successful Respondent 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 sufficient postage affixed thereto, addressed to the successful Respondent at the address so provided: this shall not prevent the giving of actual notice in any other manner.

VENUE: Any agreement arising out of this RFQ will be governed by and construed in accordance with the laws of the State of Texas. The obligation and undertaking of each of the parties to this RFQ shall be performable in Cameron County, Texas.

PURCHASE ORDER AND DELIVERY: The successful respondent shall not deliver products or provide services without a Cameron County Purchase Order, signed by an authorized agent of the Cameron County Purchasing Department.

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. Mail to: Cameron County, ATTN: Auditor's Office, 1100 East Monroe St., Brownsville, Texas 78520. Payment shall not be due until the above instruments are submitted after delivery 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 respondent for correction. Under term contracts, when multiple deliveries and/or services are required, the respondent 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 respondent 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.

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

**CAMERON COUNTY AUDITOR
ACCOUNTS PAYABLE
1100 EAST MONROE STREET
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 agreed to per approved contract.

RFQ # 1360

Energy Consultant Services

1. Section 1 – General

Cameron County is soliciting qualifications from energy consultants to provide professional electricity consulting services related to the procurement and delivery of electricity for its facilities. Cameron County will be preparing an RFQ for energy to Cameron County and seeks the services of a consultant to assist with the details of the RFP, to evaluate the proposals and to assist the Commissioner's Court during the decision-making process. The County's current contract expires on **June 11, 2022**.

The term of this agreement will begin on **June 12, 2022** with completion date to coincide with the Electricity Providers agreement term as awarded by Commissioners Court. This agreement may be renewed by Cameron County for additional term(s). This agreement may be terminated by Cameron County upon a 30-day written notice to other party.

2. Section II – Statement of Work

A. The independent consultant will assist the county with the following:

1. Assist in the development of the specifications for an RFP (Request for Proposal) for to the procurement of electrical power to the facilities operated by the County of Cameron. Creating RFP to Obtain Price Quotes from REP's prior to the current contract expiration.
2. Review current electrical billings, meters and identify current contract requirements and/or terms that are of concern to Cameron County.
3. Inputting the electric bills on a customized excel spreadsheet for energy quote comparison.
4. Assist in the evaluation of the RFP's for delivery of electricity to Cameron County facilities.
5. Assist the County Energy Committee in reviewing RFP's submitted to the county. Negotiating and reviewing energy contracts and quotes from Retail Electric Providers.
6. Meet with county officials to review electrical RFP details such as company references, financial stability, pricing; pass thru fees, gross receipts tax, and other contract terms, etc.
7. Assist in making a recommendation of the proposals to the Commissioner's Court and/or answer any questions the Commissioner's Court may have during the decision-making process. Making a presentation of findings to the Cameron County staff and Commissioner's Court.
8. Provide an analysis/comparison/assessment of prices, products and contract business terms of the County's electric providers and work with the county attorney to negotiate preferred business terms with electric providers.
9. Be available for presentations to the Cameron County Commissioner's Court during the procurement of the energy contract and during the length of the contract with an energy provider.
10. Make presentation of findings to staff and the Commissioner's Court as needed.

- B.** The independent consultant will perform the following services during the term of the contract (after the selection of the electric service provider and during the term of the electric service provider contact).
1. Evaluate the electrical consumption of the County and make recommendations to reduce energy consumption.
 2. Analyze peak hours of electricity usage.
 3. Provide monthly electric utility bill audit analysis and yearly budget reports. The firm will create a system of spread sheets to input billing information to check for billing errors and keep a track of the energy usage being consumed by each meter compared to the previous year as well as the cost of the energy. This information will help us identify where our major energy is being consumed and develop a strategy to reduce usage. The energy usage and consumption spreadsheet would be disseminated to individuals responsible for energy usage in each of the metered sites to create an awareness of energy usage, cost, and reduction plans. The firm will also review the PUB and Magic Valley accounts on an annual basis to ensure that all meters are on correct tariff and being billed correctly starting **June 12, 2022**.
 4. Provide engineering support for energy cost reductions, meter consolidation and comply with HB 3693. Provide information needed to conform with SB 12 and HB 3693.
 5. Assist with the addition and deletion of new buildings.
 6. Resolve billing issues with REP or TDSP and dispute and provide support for bill error credits and corrections and meter additions and deletions.
 7. Make suggestions on how to reduce or consolidate the number of meters and meter cost at the County facilities.
 8. Advice on energy reduction projects for County facilities.
 9. Make recommendations during construction projects/renovation projects on the possible energy reduction measures.
 10. Meter consolidation - explore potential and submit recommendations, coordinate implementation by location (Building Complexes or single locations).
 11. Inventory (on going) of meters & locations, coordinate all meter connect and disconnects for AEP meters and assist with Magic Valley and PUB meters
 12. Analyze Energy related projects as need arises and requests are made by County ie: Wind Turbine, Solar Electricity, Solar Lighting (Community & County Buildings), Hot Water Heaters, Lighting and Energy reduction proposals
 13. Monitoring of Energy, water, usage and submitted to be posted on web monthly (by building / location).
 14. Bill Audit – analysis, review all Magic Valley & PUB bills on an annual basis, renegotiate contracts as needed towards cost reduction rates and charges incurred, research past billings towards uncovering billing errors (including tariff errors) and over charges, submit and coordinate requests for credit with providers. Assist with PUB & Magic Valley connects & disconnects of meters. The firm will create a system of spread sheets to input billing

information to check for billing errors and keep a track of the energy usage being consumed by each meter compared to the previous year as well as the cost of the energy. This information will help County identify where our major energy is being consumed and develop a strategy to reduce usage. The energy usage and consumption spreadsheet would be disseminated to individuals responsible for energy usage in each of the metered sites to create an awareness of energy usage, cost, and reduction plans. The firm will also review the PUB and Magic Valley accounts on an annual basis to ensure that all meters are on correct tariff and being billed correctly.

15. Dispute and provide support for bill error credits and corrections on behalf of the County: Our firm would be responsible for insuring that electrical billing is correct. The firm would be responsible for checking bills for errors and request credit when an error or discrepancy exists by the electrical Company. The firm would be responsible for handling all the information required by the REP for billing correction.
16. Term Start **June 12, 2022** thru and to coincide with the selected Energy provider's Contract.
17. Develop conservation SECO Energy Plan for Energy and Water.
18. Prepare Energy Bids, analyze and evaluation all Bids received, make recommendation to committee and Commissioners Court.
19. Create Customized excel spreadsheet to track facility energy usage by meter and cost center: This task will be the first step in tracking energy usage by meter and building location. Further energy reduction and monitoring may be accomplished through smart metering technology or by power on a per building service entrance. The load data would help identify the use of power on a per building basis and help in the reduction of energy usage by identifying inefficient equipment. By tracking building loads, the technology can be used to help conserve electrical energy.
20. Provide engineering support for energy cost rebates and reduction programs of new and existing facilities: Our firm would help the County identify ADP Rebate Programs to help pay for infrastructure projects designed to save energy.
21. Provide an energy reduction plan to meet compliance with Senate Bill 12 and HB 3693: The County is required to implement a basic plan to help save 5% per year. Vendor shall help the County establish a minimum procedure to save energy by implementing a program to replace all T12 lighting with T8, T5, or LED lighting where appropriate. Another phase of the plan would be to set minimum requirements for motor equipment replacement efficiencies. Vendor shall also assist with the County water consumption reduction plan.
22. Provide engineering support for expansion plans for future buildings and electric service: By using the Master Plan concept, the firm plans on surveying buildings to reevaluate the building electrical meters and determine how we can combine them to reduce the amount of transformers and meters. The County may be able to reduce the AEP power equipment it is currently leasing to reduce energy expenses. For example, on AEP transformer may be able to provide the service to more than one building or for new buildings.
23. Create accurate building meter and service entrance locations along with load information when possible: The firm will measure or obtain the square footage of each building. Vendor shall also identify and locate meters so they can be readily identified. This information will be used to track energy consumption by square foot where applicable to meet Senate Bill 12 and HB 3693 requirements.
24. Provide engineering support to possibly participate in demand response program: The firm will evaluate and make recommendations where appropriate to purchase emergency

generators to provide power to the critical loads such as computer systems during electrical outages.

25. Provide Engineering support to reduce demand by meter consolidation where applicable: The County may have locations where meter consolidation may be possible. Vendor shall conduct meter audit as necessary/needed.
26. Provide engineering support to correct power factor where applicable and cost effective: Vendor will investigate any locations where a capacitor bank could be installed to reduce any penalties being incurred.
27. Quarterly Report to Commissioners Court:
 - a) Document to Commission Court work done and quantify savings realized for quarter (Impact report).
 - b) Present Kw usage pr/ sq ft. by quarter or month, highlight positives and negatives. Recommendations for lowering the Kw pr sq / ft by location.
 - c) Solar and Wind report and updates

3. Section II – Executive Summary

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

Executive Summary (2 pages max.)

Summary of RFQs as submitted

Introduction (2 pages max.)

RFQs must include confirm that the firm will comply with all of the provisions in this RFQ. If exceptions will be taken it should be so noted. RFQs must be signed by a company officer empowered to bind the company. A Respondent's failure to include these items in their RFQs may cause their RFQs to be determined to be non-responsive and the RFQs may be rejected.

Include the following: *Firms Name, Address, Phone #, Contact Name, Phone #, Email address.*

Understanding of the Project (1 pages max.)

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

Management Plan for the Project (1 page max.)

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

Experience and Qualifications (2 pages max.)

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

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

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

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

4. Section IV – Qualifications Information

A. Before a consultant is considered for selection as the energy consultant the qualifier must show independence.

1. **The selected firm does not engage in the sale of energy. Consultant is not a Salesman/ Contractor / Employee for a specific Retail Energy provider.**
2. The qualifier must disclose any potential conflict of interest with participating in the recommendation of an energy provider.
3. The qualifier must show experience and knowledge of the industry yet independence.
4. All responders must have a section in their response package that addresses the issue of independence/conflict of interest. Failure to address this issue will be cause for non-consideration.

B. EVALUATION AND SELECTION CRITERIA

WEIGHTED QUANTITATIVE SCORING:

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

4 = Very good / Exceeds expectations

3 = Above expectations

2 = Meets expectations

1 = Does not meet expectations

0 = non responsive

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

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

Qualifications will be evaluated using the following criteria

1. Experience – **50 points**
 - b. Experience in negotiating electricity contracts for counties, cities, schools other entities with at least 15,000,000 kwh load; identify the entities you have done this business for.
 2. Capacity to perform – **30 points**
 - a. Consultant should have a proven record in providing competitive assessment and procurement advisory services for the procurement of electricity.
 - b. Provide resumes on key personnel that have more than 3 years' experience working in deregulated energy markets.
 - c. Identification of who will be assigned to the County's account; include the qualifications; agree to notify the county of any changes.
 - d. **List of 3 references** with contact information where the proposed consultant has assisted in obtaining a retail electricity contract.
 3. Knowledge of rules, regulations, codes and other information – **10 points**
 - a. Knowledge of utility rate schedules, TDSP tariffs.
 - b. Provide written information communicating your knowledge of rules, regulations, codes and other information.
 4. Understanding and capacity to bring suggestions and ideas for energy saving within the county energy use – **10 points**
 - a. Identify some of the more traditional savings efforts you can coordinate with Cameron County.
- C. The Cameron County Evaluation Committee will review RFQ's submitted and score RFQ's.
1. The Cameron County Evaluation Committee will evaluate the firms. Interviews and presentations may be scheduled. If the Evaluation Committee selects a short list of Qualifiers of top scored Respondents, see # 5 below.
 2. Price will be negotiated after Committee has ranked the qualifiers.
 3. Responders to this request must submit one (1) original and six (6) copies in sealed envelope to the Cameron County Purchasing Department within the due time.
 4. Respondent's information must appear in the information sheet provided by the County and be signed.
 5. Finalists may be asked to interview with the Cameron County Evaluation Committee. Any cost associated with the preparation of the RFQ's or for the interview process is the sole responsibility of the consultant.
 6. Respondents should review the check list and identify if all requirements have been met.

4. Section V – Price Consideration

- a. Cameron County requires that an independent contractor fees are paid through the retail electric provider contract.
- b. Cameron County expects to negotiate a fee structure with the consultant after the consultants have been ranked by the court and after a complete list of deliverables is agreed upon. Fee would be paid by the selected Retail Electric Provider after the contract is awarded and the accounts are switched to the selected provider.

RFQ Title _____

Respondent's Name _____ Attachment A

REFERENCES

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

THIS FORM MUST BE RETURNED WITH YOUR RFQ.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

STATE OF TEXAS
COUNTY OF CAMERON

AFFIDAVIT

The undersigned certifies that the RFQ information will be been carefully checked and submitted as correct and final and if RFQ is accepted (within 60 days), agrees to furnish any and/or all items upon the conditions contained in the Contract.

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 RFQ submitted by _____ hereinafter called "Respondent" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Respondent affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this RFQ in collusion with any other Respondent. The respondent is not a member of any trust, pool, or combination to control the price of products or services RFQ on, or to influence any person to RFQ or not to RFQ thereon. I further affirm that the respondent 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 RFQ. The contents of this RFQ as to prices, terms or conditions of said RFQ 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 RFQ.

Name and Address of Respondent:

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 RFQ

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:

- (3) “Nonresident Respondent” refers to a person who is not a resident.
- (4) “Resident Respondent” 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)
Respondent of Texas as defined in Government Code §2252.001.

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

(City and State)

THIS FORM MUST BE RETURNED WITH YOUR RFQ

CAMERON COUNTY EXPRESSLY REQUESTS THAT QUALIFICATIONS NOT DISCUSS THIS ENGAGEMENT OR THIS RESPONDENT'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER RESPONDENTS 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 RFQ OPENING DATE THROUGH COMMISSIONERS COURT MEETING FOR SELECTION, VENDORS WILL NOT APPROACH THE COUNTY JUDGE OR COMMISSIONERS TO DISCUSS MATTERS PERTAINING TO THIS RFQ.

- 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 RFQ, other than questions to the Assistant County Auditor/Purchasing Officer?

- 02. Has any individual with the firm submitting this RFQ response made any contact with any other respondent concerning this Invitation to RFQ?

Signature of person submitting this RFQ

Date

THIS FORM MUST BE RETURNED WITH YOUR RFQ

ORDER NO. 2007O2005

THE STATE OF TEXAS §
COUNTY OF CAMERON §

ORDER ADOPTING CONTRACTING RULES FOR PERSONS INDEBTED TO COUNTY

WHEREAS, pursuant to V.T.C.A., Local Government Code, Section §262.0276, a commissioner’s court is authorized to adopt rules permitting a county to refuse to enter into a contract or other transaction with a person indebted to the county;

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

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

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

ADOPTED this 13 day of March, 2007.

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

Cameron County Acct #'s: Real Estate Personal Property

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

Signature of person submitting this RFQ

Date

THIS FORM MUST BE RETURNED WITH YOUR RFQ

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

THIS FORM MUST BE RETURNED WITH YOUR RFQ

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

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

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

OFFICE USE ONLY

Dale Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

5. Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

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

7.

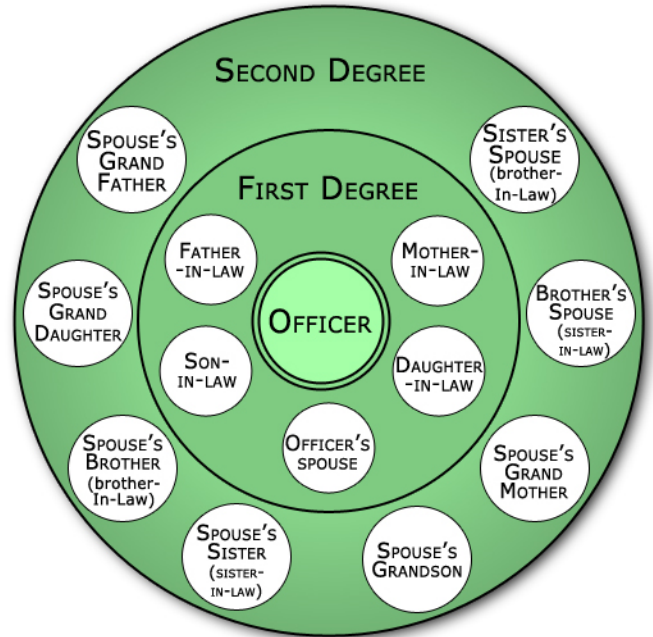
Signature of vendor doing business with the governmental entity

NEPOTISM CHART

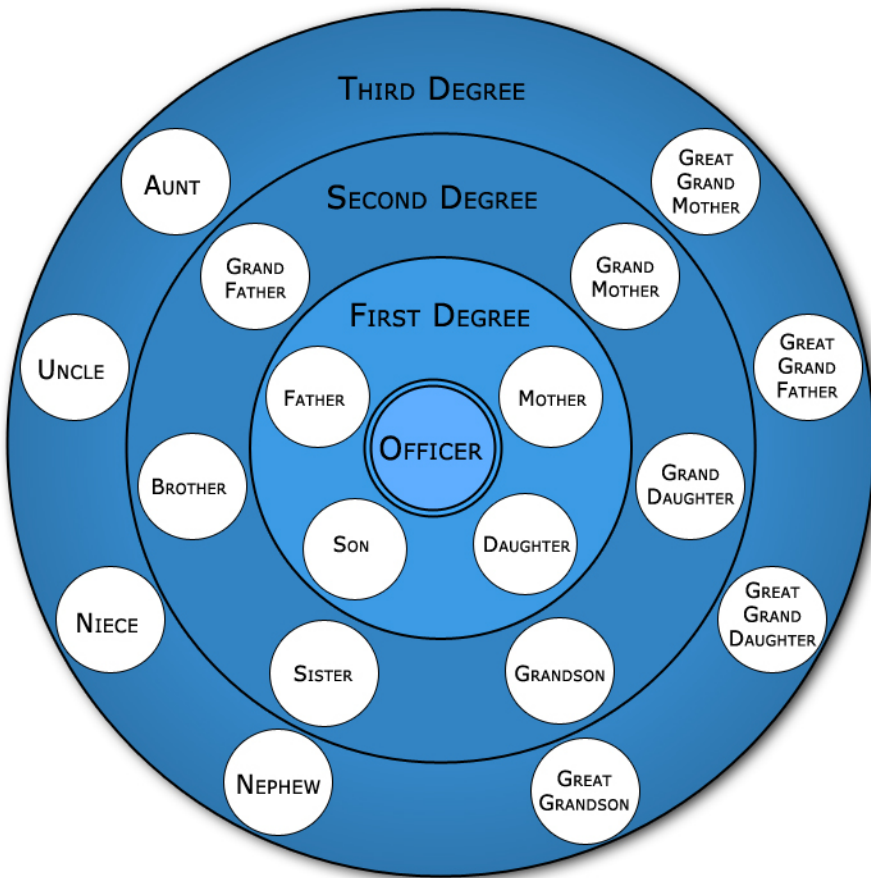
The chart below shows

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

AFFINITY KINSHIP Relationship by Marriage



CONSANGUINITY KINSHIP Relationship by Blood



DISCLOSURE OF INTERESTS

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

THIS FORM MUST BE RETURNED WITH YOUR RFQ

DISCLOSURE OF INTERESTS (CONTINUED)

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

Name	Title	Department

CERTIFICATE

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

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

Signature of Certifying Person: _____ Date: _____

THIS FORM MUST BE RETURNED WITH YOUR RFQ



HOUSE BILL 89 VERIFICATION (REVISED)

I, _____,
[Person Name]

the undersigned representative of _____
[Company or Business Name]

(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, does hereby depose and verify that the Company named above, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not currently boycott the country of Israel; and
2. Will not boycott the country of Israel during the term of the contract with Cameron County, Texas.

Signature: _____

Date: _____

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*
3. *Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response. (HB 793 – exemptions).*

EXEMPTIONS APPLY TO THE FOLLOWING:

- between a governmental entity and a company with less than 10 full-time employees*
- has a value of less than \$100,000 paid wholly or partly from public funds of the governmental entity*

THIS FORM MUST BE RETURNED WITH YOUR RFQ

GENERAL TERMS & CONDITIONS (RFQ)

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

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

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

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

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

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

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

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

DISCRIMINATION: In order to encourage fair employment practices, the respondent agrees as follows: 1.) Respondent 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 respondent will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the respondent 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 Respondent 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 RESPONDENT: Upon submitting a response to this RFQ, respondent certifies that the respondent has not violated the antitrust laws of this state codified in Texas Business and Commerce Code 15.01, *et seq.*, as amended, or the federal antitrust laws, and has not communicated directly or indirectly its RFQ considerations, plan or response to any competitor or any other person engaged in such line of business. Any and all responses may be rejected if the County believes that collusion exists among the respondents. If multiples are submitted by a respondent and, after all responses to the RFQs are opened, one or more of the responses are withdrawn, the result will be that all of the responses submitted by that respondent will be withdrawn; however, nothing herein prohibits a respondent from submitting multiples for different products or services.

EVALUATION: All responses will be evaluated in accordance with law and reviewed to assure they are in the best interest of Cameron County. Evaluations shall be based on criteria bearing on performance in the user environment. Any specific criteria section or sections identified elsewhere in this RFQ may be evaluated by one or more evaluators once the basis and details of this process have been approved by the Purchasing Officer and acknowledged by the Evaluation Committee. Detailed information pertaining to this selective evaluation process is available to respondents and the Commissioners Court upon request. Evaluation sheets and summary of all responses are subject to review by the Cameron County Purchasing Department and Evaluation Committee's recommendation to Cameron County Commissioners Court. Compliance with all RFQ requirements, delivery and needs of the using department are considerations in evaluating responses. The Cameron County Purchasing Department reserves the right to contact any Respondent, at any time, to clarify, verify or request information with regard to that Respondent's response. The Cameron County Purchasing Department further reserves the right to hold negotiation discussions with any responsible Respondent's response determined to be reasonably susceptible of being selected for award in accordance with law.

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

Debriefing Conference – A debriefing conference must be requested in writing to the Purchasing Department within five (5) business days from the date of the 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 questions must be submitted (in writing) no later than one (1) business day after the date of the Debriefing Conference and answered no later than two (2) business days after the date of the Debriefing Conference. Follow-up answers will be sent via e-mail or fax (if e-mail not available). For RFQs, Respondents are given the opportunity to ask questions of the Evaluation Committee relative to their responses and scores received by the Respondent.

Protests are made:

1. To the Purchasing Department after the debriefing conference. Respondent protests shall be received, in writing, by the Purchasing Department within five (5) business days after the debriefing conference.
2. To the Protest Committee, only after the protest to the Purchasing Department was not satisfactorily resolved. Protests to the Protest Committee shall be made within five (5) business days after the respondent has received notification from the County Purchasing Department of the 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 on acquisitions or applicable state or federal laws or regulations.
3. Bias, discrimination or conflict of interest on the part of an evaluator. Protests not based on these criteria shall not be considered.

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

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

Review Process:

1. Upon receipt of a respondent protest, the Purchasing Department shall postpone further steps in the acquisition process until the respondent 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 Respondent. b) A written decision will be delivered to the respondent within five business days after receipt of the protest, unless more time is needed. The protesting respondent 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 respondent solicitation document; or c) Make other findings and determine other courses of action as appropriate.

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

FISCAL FUNDING: A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include a fiscal funding "out" clause. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the respondent 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 Respondent.

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

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

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

SCANNED RE-TYPED RESPONSE - FLOPPY DISK: If in its RFQ response, Respondent either electronically scans, re-types, or in some way reproduces the County's published RFQ package, then, in event of any conflict between the terms and provisions of the County's published RFQ specifications or any portion thereof, and the terms and provisions of the RFQ response made by Respondent, the County's RFQ specifications as published shall control. Furthermore, if an alteration of any kind to the County's published 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 practices are to be used.

SUPPLEMENTAL MATERIALS: Respondents are responsible for including all pertinent data in the returned RFQ package. Literature, brochures, data sheets, specification information, completed forms requested as part of the 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 respondent wishes to include as a condition of the RFQ, must also be in the returned RFQ package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire RFQ.

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 services furnished to date under a contract resulting from this RFQ. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by the Cameron County department using the services with a description of services rendered, the unit and total price.

WARRANTY: Respondents may not limit or exclude any implied warranties. Respondent warrants that services provided to the County shall conform to the highest commercial and/or professional standards in the industry.

APPLICABLE LAW

ASSIGNMENT DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by respondent without the written permission of the County. Any attempted assignment or delegation by respondent 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, the Commissioners Court, and County Auditor.

CONTRACT OBLIGATION: Cameron County Commissioners Court must award any resulting contract and the County Judge or other person authorized by the Cameron County Commissioners Court must sign the contract before it becomes binding on Cameron County or the Respondent. Department heads are NOT authorized to sign agreements for Cameron

County. Binding agreements shall remain in effect until the contract requirements have been satisfied.

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

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

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

INTERPRETATION PAROLE EVIDENCE: Unless a separate contract or addendum hereof is prepared and entered into following the award of this RFQ to a successful respondent, this writing is intended by the parties as a final expression of the terms of this RFQ and the general terms of any resulting contract with the selected Respondent. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term. Acceptance or acquiescence in a course of performance rendered under this RFQ and any resulting contract shall not be relevant to determine meaning even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

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

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

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

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

VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Cameron County, Texas. These General Terms and Conditions shall be incorporated in the response to the RFQ and any resulting contract. The respondent shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response. The respondent shall state any exceptions desired to these terms and conditions and may suggest alternate wording that addresses the intent of the term or condition. The County may accept or reject any suggestions in accordance with law.