

**CAMERON COUNTY**  
**PURCHASING DEPARTMENT**  
**REQUEST FOR QUALIFICATIONS**

**RFQ NUMBER: 220401**

**RFQ TITLE: BROADBAND ACCESS STUDY & EXPANSION PLAN - CONSULTING SERVICES**

**DATE DUE: JUNE 3, 2022** **DUE NO LATER THAN 11:00 A.M.**

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

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

Please return **ORIGINAL ONE (1) AND EIGHT (8) COPIES** 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, 3<sup>rd</sup> Floor, Room 345, Brownsville, Texas 78520.**

**PRE PROPOSAL MEETINGS SCHEDULE:**

(Vendors / Proposers must submit question (in advance) **3 working days prior** to each pre RFQ meeting date)

**Meeting – Thursday, May 19, 2022 at 10:00 A.M.**

**PRE PROPOSAL MEETING LOCATION: Cameron County Dancy Building, First Floor Exhibit Room**  
**1100 East Monroe Street, Brownsville, Tx.**

**CONTACT PERSON: Dan Serna at 956-544-0827**

Pre proposal questions must be submitted by: **Monday, May 16, 2022** (fax to 956-550-7219 Mike Forbes or e-mail)

Follow-up questions must be submitted by: **Monday, May 23, 2022**

For additional information or to request addendum email: Mike Forbes or Dalia Loera at (956) 544-0871 E-mail:  
[mforbes@co.cameron.tx.us](mailto:mforbes@co.cameron.tx.us) or [dalia.loera@co.cameron.tx.us](mailto: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: \_\_\_\_\_

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

**SIGNATURE:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

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

**If yes what City:** \_\_\_\_\_

Your signature attests to your offer to provide the services described in this RFQ. When an award letter is issued, the offeror and Cameron County representatives will attempt to reach a contractual agreement. Any contractual agreement is not valid until the contract approved by Commissioners Court 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. 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.

### **Other - Final Reminders to double check before submitting 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 for any addendums?

<https://www.cameroncounty.us/purchasing-bids-RFQq-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](mailto: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 Qualifications.

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 Bid award information can be accessed at: <https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/>

**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.

**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. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Cameron County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions results in a change or addition to this 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 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](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 7<sup>th</sup> business day after the person becomes aware of facts that require this statement to be filed. Cameron County, Texas requires all persons or firms seeking to do business with the County to **provide the following information if the person becomes aware of facts that require this statement to be filed.** Every question must be answered. If the question is not applicable, answer with "N/A."

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

**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 printed. Completed 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](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/>

**Respondents** SHALL SUBMIT RESPONSES TO THIS 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 RFO deadline day, RFQ's will be received until 2:00 p.m. of the next business day. Qualifications will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3<sup>rd</sup> Floor – Room # 345 (as per Purchasing Dept. time clock).

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

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

<http://www.co.cameron.tx.us/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 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.
7. Written and verbal inquires pertaining to RFQ's must give RFQ Number and Company.
8. **NO** substitutions or cancellations permitted without written approval of Purchasing Agent.
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.
10. 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 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.

**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 Addendum 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.

**INVOICES AND PAYMENTS:** (a) Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery or service is rendered. 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 E. Monroe St, 3<sup>rd</sup> Floor**, Brownsville, Texas 78520. Payment shall not be due until the above instruments are submitted after delivery. 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 offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror 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 offeror 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.

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, 3<sup>rd</sup> 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.

## **Narrative**

Cameron County invites qualified and professional consultants to respond to this Request for Qualifications (RFQ) to implement a broadband access study. The County intends to identify a qualified vendor and/or professional consultant to aid in the development of a Broadband Access Study, plus a contingency for a future expansion within the County. This will be to improve broadband service levels for areas that meet the criteria of unincorporated, underserved, or unserved. The project will focus on bridging the digital divide within all of Cameron County with special attention to areas of the County that are unincorporated, and underserved or unserved by internet connectivity. The goal of the plan will be to maximize the use of County resources and federally provided American Rescue Plan funds (ARPA) while improving the access to broadband services for the underserved citizens of Cameron County.

The COVID-19 pandemic raised awareness and the need for broadband access expansion throughout the entire County. Current baseline data related to broadband infrastructure in the area is limited, outdated, and in many cases inaccurate. Broadband service area models produced by the Federal Communications Commission (FCC) apply estimated service metrics across Census Tracts, which tend to be limited. In addition, there is no current information regarding the usage characteristics, demand, quality, or reliability of broadband internet in the study area. It is critically important to track data on a sufficiently geographically granular basis to appropriately address the local nature of broadband services. Due to the high degree of geographic disparity in broadband status across the County and highly localized neighborhood and community variability, a full survey model is more appropriate than the utilization of a random sample methodology.

At the discretion of the County, the County may request ongoing support from the consulting vendor.

## Scope of Work

This project is a Countywide planning initiative with the following authorized scope of work needing to be completed by a consultant:

- Working with Cameron County
  - Develop a regional stakeholder team
  - Develop strategic partnerships from various industry sectors
  - Create the organizational structures for the implementation of the plan
- Define the process to identify broadband assessment of services and gaps which will include the collection and analysis of data based on the current competitive environment to include existing fiber networks and all other Broadband providers and services within the County, pricing strategies, speed, coverage area, and availability or use by other network providers (providers to include wired, fixed wireless, cellular and satellite)
- Create a mapping of routes and locations for fiber and broadband internet infrastructure, providers, facilities, and other equipment in a format usable by GIS systems
- Identify community readiness/barriers to address gaps
- Complete County Broadband Access Study with coverage and gap maps by service area
- Complete County infrastructure development plan with recommendations and cost estimates to include scenarios for building our new and expanded networks through open access, proprietary networks, or combination to include financing options, legal requirements, risks, and regulations relevant to building/operating networks and partnerships agreements.
- Provide Cameron County with data for their submission of all required written reports.

Responses to this Request for Qualifications (RFQ) must satisfy the criteria identified within the scope of work included in this document to be considered. Modifications or enhancements proposed beyond the scope of work included in this document may be acceptable, but the respondents must clearly describe how proposed modifications or enhancements will contribute to achieving the Broadband Access Study and Expansion Plan's desired outcomes. Pages should be 8 1/2 x 11 inches in a point type that is legible and easily read. All sections should be properly identified.



## **Resources**

- The company must have greater than 50 full-time employees, not including contractors, located within the United States.
- The ability to ramp up for projects at short notice.
- Ability to demonstrate financial stability and access to working capital.
- Ability to provide on-site Sr. Executive support upon request by the County within three (3) hours or less.
- The benefit region will be all of Cameron County with special attention to all unincorporated areas of the county and those areas that are underserved or unserved with internet connectivity.

## **General Work Experience**

- Previous experience with the development of similar broadband access studies and expansion plans. Please list 3 such projects.
- A strong understanding of broadband infrastructure and build-out issues and costs.
- Track record of managing high-profile data for notable clients and Government organizations.
- Experience working with local units of government and planning departments
- Ability to provide an unbiased evaluation of the County's unincorporated, underserved and unserved areas concerning broadband access.

## **Project management with a proven track record of delivering projects on time and on budget with demonstrated successful experience in the following:**

- Previous experience with the development of similar broadband access studies and expansion plans
- Develop overall Statement of Work Document
- Develop detailed project plans
- Provide budget, task, and resource management
- Implement project management processes and procedures
- Experience working with local units of government and planning departments
- Provide overall project communication and management
- Proven track record of successfully handling contract(s) for governmental entities similar in size to Cameron County
- A strong understanding of broadband infrastructure and build-out issues and costs

- The ability to develop the broadband access study and expansion plan within the timeline and budget
- The ability to develop the framework for a public, private, partnership to implement recommendations resulting from plan development
- Consultants and sub-consultants that are awarded funds with this contract must comply with all State, Federal and Local guidelines, rules, and regulations.

### SCOPE OF SERVICES

The scope for the proposed, Broadband Access Study & Expansion Plan – Consulting Services will include the following:

- (A) the development of a Broadband Access Study complete with coverage/gap maps to be approved by Cameron County;
- (B) provide a regional infrastructure development plan with recommendations and cost estimates.
- (C) development of RFQ requirements and contract Draft documents;
- (D) review of the proposal, the recommendation to Cameron County or redesign, if proposals are over budget.
- (E) project coordination and review during implementation; and
- (F) provision and certification documents to comply with all Federal, State, and Local Governments, Cameron County, and all applicable rules or regulations.

### **SCHEDULE**

The development of the Broadband Access Study & Expansion Plan – Consulting Services shall start within 10 days of signed contract between qualified firm and Cameron County.

## **Submission Contents, Qualification Statement, and Schedule**

Responses to this Request for Qualifications (RFQ) must satisfy the criteria identified within the scope of work included in this document to be considered. Modifications or enhancements proposed beyond the scope of work included in this document may be acceptable, but the respondents must clearly describe how proposed modifications or enhancements will contribute to achieving the Broadband Access Study and Expansion Plan's desired outcomes. Identify each response with the corresponding number below. Pages should be 8 1/2 x 11 inches in a point type that is legible and easily read. All sections should be properly identified. Address in your response your companies ability to satisfy the following requirements.

- 1.1 Name, address, and telephone number of the firm submitting the RFQ, a summary of the firm's interest in this project, and the name of one or more individuals authorized to represent the consultant in its dealings on a contractual basis. (2 pages).**
  
- 1.2 Names and qualifications of principals and individuals employed by the firm that will participate in these services and their individual responsibilities. Name of project manager and resumes of key members of the project team including professional history, professional registrations, and professional affiliations. (1 page).**
  
- 1.3 Verifiable Statement of Qualifications experiences with similar services for other entities and examples of services to include Name/Location, Owner Representative, Phone Number, and level of involvement. State the classification of the firm (i.e., sole proprietorship, partnership, association, corporation, or any combination thereof); provide a history of the firm including all predecessor firms, if any, and establishment of the current firm. Specific areas of experience should include familiarity with rural broadband and last-mile implementations; participation in other projects of this magnitude and importance. Provide a complete list of current projects on which consulting services were offered as part of a municipal or rural broadband initiative, including the current status of these projects. (2 pages).**
  
- 1.4 Listing of similar Broadband Access Study & Expansion Plan – Consulting Services implemented by your firm. Listings shall include client's name, references, date of construction and telephone number of reference. References to include contact person, address and phone number.**

- 1.5 Statement of Broadband Access Study & Expansion Plan issues that may be incorporated into your Strategic Plan for this project, including a narrative outline describing the methodology to be taken by the consultant firm discussing any concerns which must be addressed in this project. (1 page)**
- 1.6 Brief description of similar projects. (Limit 4 Pages)**
- 1.7 Provide a listing of the technical capabilities of the staff who will work on the study and plan.**
- 1.8 Schedule - the development of the Broadband Access Study and Expansion Plan shall start within 10 days of a signed contract between a qualified firm and Cameron County.**
- 1.9 Security: Demonstrate Physical as well as Data and IT security measures.**
- 1.10 Application implementation capabilities: Provide a brief overview of the client, vendor products implemented, nature of the application, level of effort, and outcome.**
- 1.11 Experience in Systems Development Methodologies, including:**
- a. System Development Life Cycle**
  - b. Requirements Planning Methodology**
  - c. Developing implementation methodology tasks – including the following:**
    - Change control**
    - Document management and control**
    - Process design and implementation**
    - Project governing structures (e.g. work teams)**
    - Overall project communications and management**
    - Quality monitoring and testing**
- 1.12 Financial Statement past years.**

### **1.13 Executive Summary:**

*Format and Content: Please included in your RFQ as part of your cover the following:*

#### ***Executive Summary ( 2 pages max.)***

Summary of RFQ 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. RFQ must be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their RFQ may cause their RFQ to be determined to be non-responsive and the RFQ 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 firm's strengths/advantages as they pertain to each of the Evaluation Scoring criteria. Note each criteria separately with explanation for each.

## 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

Proposals will be evaluated using a point system (100) on the following criteria:

1. Past performance and experience by firm to implement similar Broadband Access Study & Expansion Plan. (20)
2. Present experience working with County or Municipal governments. (10)
3. Adequacy and completeness of the statement regarding the information specified, i.e., compliance with terms, conditions and other provisions contained in the Statement of Qualifications. (15)
4. Professional ability of the firm/team to satisfactorily perform the required services and complete the project. (20)
6. References (5)
7. Ability of firm to complete project within set timeline. (10)
8. Experience in the State of Texas (5)
9. Knowledge of all applicable laws, statutes, ordinances, rules, regulations or requirements of the United States Government, State of Texas, and local governments or any agency thereof which relates to or in any manner affect the project and the performance of the agreement or contract between the County and the Firm/team. (10)
10. Location of office and personnel to service this account. (5)

Once Qualification Statements are reviewed, a short list will be compiled. Interviews may be conducted with Proposers determined to be most qualified. Additional information may be required at that time. Negotiations will begin with the Proposer determined to be most qualified for the project. Commissioners Court will make the final selection and approve the proposed contract.

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

**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.

**REFERENCE ONE**

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

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

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

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

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

**REFERENCE TWO**

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

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

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

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

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

**REFERENCE THREE**

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

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

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

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

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

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

**AFFIDAVIT**

The undersigned certifies that the RFQ prices contained in this RFQ have been carefully checked and are submitted as correct and final and if RFQ is accepted (within 90 days unless otherwise noted by vendor), 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.

**STATE OF TEXAS  
COUNTY OF CAMERON**

BEFORE ME, the undersigned authority, A Notary Public in and for the State of Texas, 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. Proposer 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 Proposer. 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 the State of Texas

***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)

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 RFQ***

**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 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?

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

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

\_\_\_\_\_  
Date

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

**Attachment E**

ORDER NO. 2007O2005

THE STATE OF TEXAS       §  
  §  
COUNTY OF CAMERON       §

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

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

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

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

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

**ADOPTED this   13   day of March, 2020**

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, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Company Name: \_\_\_\_\_

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

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

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

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

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

If the 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 RFQ***

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

**For vendor doing business with local governmental entity**

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

**OFFICE USE ONLY**

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).

Date Received

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.

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 became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. 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, 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 named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer services as an officer or director, or holds an ownership interest of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4.

Signature of vendor doing business with the governmental entity

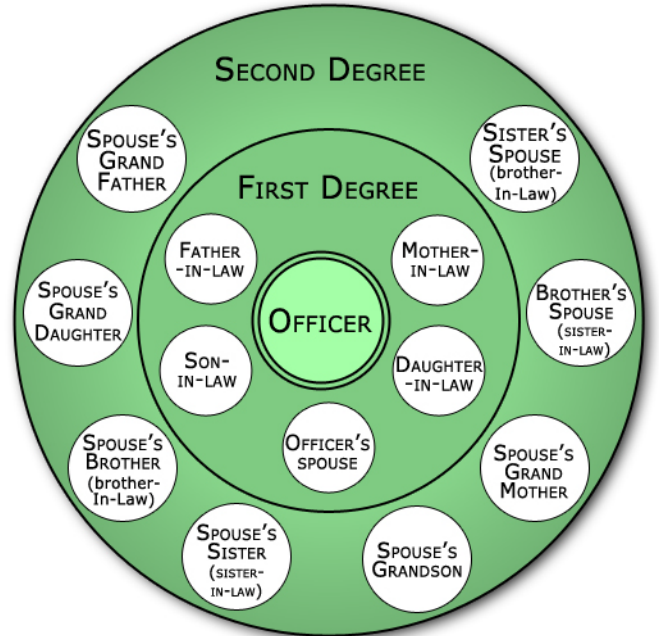
Date

### NEPOTISM CHART

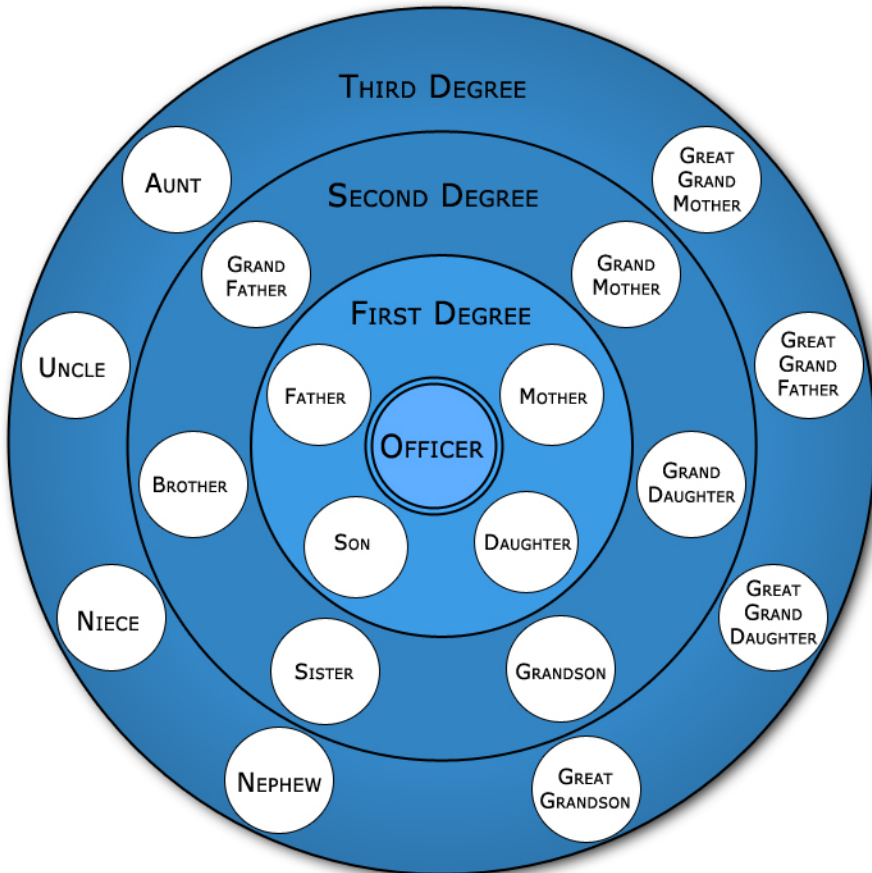
The chart below shows

- **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 RFQ**  
**IF DISCLOSING: BIDDER / PROPOSER MUST ALSO FILE WITH THE COUNTY CLERK'S**  
**OFFICE**  
**THE PURCHASING DEPT. WILL NOT BE FILING ON THE BIDDER'S BEHALF**

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

Date \_\_\_\_\_

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

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

\_\_\_\_\_

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

**DISCLOSURE QUESTIONS**

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

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

**DISCLOSURE OF INTERESTS (CONTINUED)**

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

Name	Title	Department

**CERTIFICATE**

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

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

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

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

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

## **GENERAL TERMS & CONDITIONS (Requests for proposals (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 Proposers. Proposers must acknowledge receipt and consideration of any such changes by signing the addendum and including it in the RFQ package containing the Proposer's submittal.

**ADVERTISING:** Unless otherwise required by law, Proposers 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 RFQ 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 Proposer's response when compared to the EVALUATION CRITERIA (AS STATED IN THE 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 proposer. Commissioners Court reserves the right to determine the method and procedures for the final award of all RFQs at any time they may choose, regardless of the Point System used by the Evaluation Committee.

**BONDS:** If the contract that may be entered into with the County will likely require a performance guarantee or bond, the Purchasing Department will attach a separate page to the 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 (1) Respondent breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) 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, including all goods and services, under the contract is cancelled and the date upon which such cancellation becomes effective.

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

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

**CONTRACT RENEWALS:** Contract Renewals must receive Commissioners Court approval. For contract renewal status and information, please contact Elisa Cisneros at 956-982-5405 e-mail: [Elisa.Cisneros2@co.cameron.tx.us](mailto:Elisa.Cisneros2@co.cameron.tx.us) Cameron County Purchasing Dept. or Dylbia Jeffries 956-550-1340 [djefferies@co.cameron.tx.us](mailto:djefferies@co.cameron.tx.us) at the Cameron County Civil Legal Division. Any price escalations are limited to those stated by the original contract terms. All contracts with a one (1) year renewal option require that the Proposer must notify Cameron County of any anticipated price increases in writing at least three months (90 calendar days) prior to the annual renewal award date unless otherwise specified within the specific provisions of the contract up for renewal. This allows the County sufficient time to find an alternative vendor if possible. If 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 Proposer will furnish such relevant information and reports as requested by the County for the purpose of determining compliance with these regulations; and 4) failure of the 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 as a result thereof.

**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 price and performance of the items or services 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 Respondent and the Commissioners Court upon request. Evaluation sheets and any summary of all responses are subject to review by the Cameron County Purchasing Department and Evaluation Committee's recommendation to Cameron County Commissioners Court. Compliance with all RFQ requirements, delivery terms and needs of the using department are considerations in evaluating responses. Pricing is NOT the only criterion for making a recommendation (see criteria and relative importance of price and other evaluation factors, if any, specified elsewhere in this RFQ). 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 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, Proposers are given the opportunity to ask questions of the Evaluation Committee relative to their responses and the Committee's scores.

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

### Grounds for protest

1. Errors were made in computing the score.
2. The County failed to follow procedures established in the 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. Proposers shall, at a minimum, provide:

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

### Review Process:

1. Upon receipt of a Respondent's 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 Proposer.
  - 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, determine the agency to be in substantial compliance, and reject the protest; or
3. Find merit in the protest and provide the agency options which may include recommendations to a) correct its errors and reevaluate all proposals, and/or b) reissue the 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 Committee's decision is final, with no further administrative appeal available.

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

**GRATUITIES AND PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the County, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Attached and included in this RFQ is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of Cameron County or County entities (if any such relationships exists) which must be filled out, attached and included with the RFQ response. 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 costs incurred by Respondent in providing such gratuities. 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 Proposer shall secure and maintain, throughout the duration of the Contract, insurance of such types and in such amounts as may be necessary to protect the 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, shall 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.

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

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

**NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of Cameron County to restrict responses to RFQs in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard common to similar existing items. Respondents may offer items of equal stature and standard, but the

burden of proof of such stature and standard rests with Respondents. Cameron County shall act as sole judge in determining equality and acceptability of products offered.

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

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

**SCANNED RE-TYPED RESPONSE:** If in its RFQ response, Proposer 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 prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. The manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item needed in the RFQ. Substitute items will not be accepted unless approved (in advance).

**SUPPLEMENTAL MATERIALS:** Respondents are responsible for including all pertinent product 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 Proposer wishes to include as a condition of the RFQ response must also be in the returned RFQ response package. Failure to include all necessary and proper supplemental materials may be cause to reject the Respondent's entire RFQ.

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

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

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

**WARRANTY PRICE:** (a) The price to be paid by the County shall be that contained in Respondent's response to the RFQ which Respondent warrants to be no higher than Respondent'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 Respondent breaches this warranty, the prices of the items shall be reduced to the Respondent's current prices on orders by others, or in the alternative, County may cancel this contract without liability to Respondent for breach or Respondent's actual expense.

(b) The Respondent 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 Respondent for the purpose of securing business. For breach or violation of this warranty, the County shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

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

Respondents may not limit or exclude any implied warranties.

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

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

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

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

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

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

## APPLICABLE LAW

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

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

**CONTRACT OBLIGATION:** Cameron County Commissioners Court must award any resulting contract and the County Judge or other person authorized by the Cameron County Commissioners Court must sign the contract before it becomes binding on Cameron County or the Respondent. 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 RFQ – have been delivered and accepted and all contract requirements have been satisfied.

**ERRORS AND OMISSIONS:** Errors and Omissions in the RFQ or 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 and goods or services sold under the terms of this RFQ. Certification of such coverage must be provided to the County upon request.

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



**INTERPRETATION PAROLE EVIDENCE:** Unless a separate contract or addendum hereof is prepared and entered into following the award of this 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. 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. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to Control, if applicable.

**LATE RESPONSES:** 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.

**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:** Respondent must meet all Federal and State OSHA requirements.

**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 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.

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

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

**OTHER TERMS:** 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.