



**CAMERON COUNTY  
PURCHASING DEPARTMENT  
INVITATION TO RFP**

**RFP NUMBER: 1690**

**RFP TITLE: RADIOLOGICAL DIAGNOSTIC MOBILE SERVICES – INFIRMARY**

**DATE DUE: MAY 24, 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.

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

Please return **ORIGINAL AND SEVEN (7) COPIES** RFP in sealed envelope. Be sure that return envelope shows the RFP Number, Description and is marked "SEALED RFP".

RETURN RFP TO:

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

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.**

To ask specific questions on project requirements, please call **Daniel Montemayor at (956) 554-6755**

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:** \_\_\_\_\_

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

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

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

## CHECK LIST

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

- 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 RFP**

- Is your RFP sealed with RFP #, title, Proposer Name, & return address, on outside?
- Did you complete, sign and submit page 1?
- 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 please let us know why e-mail to: [Purchasing@co.cameron.tx.us](mailto:Purchasing@co.cameron.tx.us)

## INSTRUCTIONS FOR SUBMITTING RFP'S

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

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your RFP with all appropriate supplements and/or samples. Prior to returning your sealed RFP response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing web <https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/>

Addendums Column (updated Addendums). These Addendums must be signed and returned with your RFP in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Annual RFP 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 RFP for accuracy.

Cameron County is an Equal Employment Opportunity Employer.

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

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

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

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions results in a change or addition to this RFP, the Change(s) and addition(s) will be forwarded to all vendors involved as quickly as possible in the form of a written addendum only. Verbal changes to RFP'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 RFP 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 RFP.

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

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

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

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

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

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

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

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

[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.

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

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

## TEXAS ETHICS COMMISSION FORM 1295

All RFPs 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 RFP 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/>

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

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

PRESENTATIONS SEQUENCE TO EVALUATION COMMITTEE. Presentations to Evaluation Committee will be sequenced (in order) as determined by the utilization of RANDOM.ORG. Process will be conducted in the Purchasing Dept. with Auditor's designee present.

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

PROPOSERS MAY ATTEND PUBLICLY HELD COMM COURT MEETING FOR AWARD OF THIS SOLICITATION. All responding 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/commissioner\\_s\\_court\\_agenda/index.php](http://www.co.cameron.tx.us/commissioner_s_court_agenda/index.php)

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

PLEASE NOTE CAREFULLY

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

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

proposal must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete descriptions should be made part of the RFP. If Proposer takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc. as specified.

6. Samples, when requested, must be furnished free of expense to the County. If not destroyed in examination, they will be returned to the Proposer on request, at his expense. Each sample should be marked with Proposer's name, address, and County RFP number. **DO NOT ENCLOSE OR ATTACH SAMPLE TO RFP.**
7. Written and verbal inquires pertaining to RFP's must give RFP Number and Company.
8. NO substitutions or cancellations permitted without written approval of Purchasing Agent.
9. The County reserves the right to accept or reject all or any part of any RFP, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total RFP. Prices should be itemized. County also reserves the right to award either with or without trade-in, if applicable. Cameron County reserves the right to award if only one (1) RFP was received. Cameron County retains the option to re-solicit at any time if in its best interest and is not automatically bound to renewal or re-solicitation. The County reserves the right to hold all RFPs for 60 days from the due date of receipt without actions. The County reserves the right to add additional County Departments (at a later time during this RFP award) as the need arises. The County also reserves the right to consider utilizing CO-OP Interlocal Agreements / pricing if determined to be more advantageous to the County.
10. RFP unit price on quantity specified – extend and show total. In case or errors in extension, UNIT prices shall govern. RFP's subject to unlimited price increase will not be considered.
11. This is a RFP inquiry only and implies no obligation on the part of Cameron County.
12. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by County.
13. Partial RFP's will not be accepted unless awarded by complete category or line item. **To be awarded by total RFP.**
14. It is expected that the Proposer will meet all state and federal safety standards and laws in effect on the date of the RFP for the item(s) being specified, and the particular use for which they are meant.
15. It is the responsibility of the proposer to ask any and all questions the proposer feels to be pertinent to the proposal. Cameron County shall not be required to attempt to anticipate such questions for proposers. Cameron County will endeavor to respond promptly to all questions asked.

**PURCHASE ORDER AND DELIVERY:** The successful offeror 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) Vendor shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight weigh bill when applicable, should be attached to the invoice. Mail to: Cameron County, ATTN: Auditor's Office, 1100 East Monroe St., Brownsville, Texas 78520. Payment shall not be due until the above instruments are submitted after delivery. Our Vendors must keep the Auditor advised of any changes in your remittance addresses. (b) County's only obligation to pay Vendor is to pay from funds budgeted and 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 but unpaid for goods will be returned to Vendor by the County. (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 Vendor for correction. Under term contracts, when multiple deliveries and/or services are required, the Vendor 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 Vendor 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.

Vendor shall submit two (2) copies of an itemized invoice showing RFP 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 RFP 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 RFP in excess of the amounts quoted.

CAMERON COUNTY, TEXAS  
REQUEST FOR QUALIFICATIONS  
ANNUAL RFP #1690  
RADIOLOGICAL DIAGNOSTIC MOBILE SERVICES

I. GENERAL

Cameron County Commissioners Court is requesting Qualification Statements from firms that can adequately demonstrate that they have the resources, experience and qualifications necessary to provide radiological diagnostic services to: provide radiological diagnostic services in a timely fashion; ensure that radiological diagnostic service meet county and state jail standards; ensure quality, yet cost effective, radiological diagnostic delivery system; provide radiological diagnostic services for County inmates at County Jail Facilities; maintain adequate records on radiological diagnostic services as well as patient (inmate) profiles; audit radiological diagnostic delivery system. . Upgrade of X-Ray System: Due to new Medicare and Medicaid standards all X-Ray equipment within the County Jails must be upgraded to digital radiography. The awarded vendor must provide all standardized equipment. t.  
**GOAL:** Provide quality radiological diagnostic services in an expedient manner at the lowest, possible cost.

The term of contract will be: 3 years from Contract award date with an option to renew twice for one (1) additional year with each renewal.

**EXECUTIVE SUMMARY**

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

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

Summary of RFPs/RFQs as submitted

***Introduction ( 2 pages max.)***

RFPs/RFQs must include confirm that the firm will comply with all of the provisions in this RFP/RFQ. If exceptions will be taken it should be so noted. RFPs/RFQs must be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their RFPs/RFQs may cause their RFPs/RFQs to be determined to be non-responsive and the RFPs/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 RFP/RFQ; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP/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.

**EVALUATION AND SELECTION CRITERIA**

**WEIGHTED QUANTITATIVE SCORING:**

Each Vendor will be assigned a score of 1- 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. Scoring for price will be a ratio and based on a pro rata factor of the best price submitted.

Ex: Vendor W - price \$100,000 = 4 points X assigned weight (ie: 25%) = 100 points  
Vendor X – price \$150,000 = 2.66 points X assigned weight (ie: 25%) = 66.6 points  
Vendor Y – price \$200,000 = 2 points X assigned weight (ie: 25%) = 50 points  
 $\$100,000 \div \$200,000 = .50 \times 4 = 2 \times 25 = 50$   
 $\$100,000 \div \$150,000 = .66 \times 4 = 2.666 \times 25 = 66$

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

The Request for qualifications will be evaluated using a point system(100) on the following categories:

- A. Responsiveness to the Request for Technical Qualifications ( 15)
  - 1. Requested information included and thoroughness of response to the forms included in attachments (if any).
  - 2. Understanding of the project
  - 3. Creativity of proposed approach to solving the problem
  - 4. Clarity and brevity of the response
  
- B. Staffing Plan (15)
  - 1. Provision for the required disciplines and skills
  - 2. Provision for participation by Firm’s key personnel
  - 3. Qualifications for key personnel adequate for requirement
  - 4. Qualifications of proposed consulting team



- C. Firm's capability to provide the services (15)
  - 1. Background of the firm
  - 2. Relevant experience of the Firm
  - 3. Specific experience on active government services
  - 4. Methodology proposed to meet objective's services
  - 5. Location in the general geographical area of the services and knowledge of the locality of the services
  - 6. References
- D. Track record of services completed on time and within budget (25)
- E. Pricing to Cameron County (based on page 12 only) (30)

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

Negotiations will include selection of specific services as in the best interest of Cameron County. The selected firm must be prepared to enter negotiations with each service/project individually represented by costs and necessity to the overall analysis. Cameron County may elect to contract for any, or all, of the proposed services after negotiations.

#### SCOPE OF SERVICES

The intent of this solicitation is to obtain the professional radiological diagnostic services of an x-ray lab with demonstrated relevant experience:

Radiological Diagnostic Services' Responsibilities: (Please respond to the following)

- A. It is anticipated that the following amounts of medical diagnostic services will be required on a monthly basis:
- . x-ray of hand, finger, arm – 40
  - . x-ray of knee, ankle, or leg – 30
  - . x-ray of face or skull – 35
  - . x-ray of spine – 20
  - . x-ray of abdomen (flat) – 10
  - . Sonogram – 5
  - . Chest - 250
- B. Provide requested diagnostic service in the most expedient manner, preferably within 24 hours of referral request
- C. Diagnostic services on the generally-requested list should be on a capitation (or RFP cost); diagnostic services not on the RFP list should be billed at the Medicaid or Indigent Care Program rate.
- D. Patients will be seen at the respective county facility in an expedient fashion so as to avoid long periods of waiting.
- E. Bills for service provided must include patient's name, inmate number, procedure performed.
- F. Bills should be submitted within one (1) month of service.
- G. Radiological Diagnostic Service should provide a monthly computer management reports to the Cameron County Health Department's administrator. Reports should include, but not be limited to:
- . Types of diagnostic procedures performed
  - . Number of diagnostic procedures performed
  - . Diagnostic procedures by site
  - . Cost of procedure per patient
- H. Interpretation only services will be required on an as needed basis. This is needed in the event that we perform an x-ray in house and need a STAT or immediate reading or interpretation of that x-ray.

## II. QUALIFICATIONS' STATEMENTS

Response to this RFP should be limited to the following maximum page limitations and specified format in order to simplify evaluation. Pages should be 8 ½ x 11 inches in a point type that is legible and easily read. All sections should be properly identified. Respond to the following:

- A. Executive summary to include name, address, and telephone number of the firm submitting the RFP, 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. The Executive Summary should also include a statement that indicates if current workload allows for project to be completed on an accelerated schedule (maximum 2 pages).
- B. Names and qualifications of principals and individuals employed by the firm that will participate in these services and their individual responsibilities (maximum 2 pages).
- C. Verifiable experience on similar size and complexity of projects concentrating on the type of services specified herein. Experience should be specific by indicating level of involvement of services completed by you responding to this RFP and description of services contributed (maximum 2 pages).
- D. Verifiable experience with services for other entities and examples of services to include Name/Location, Owner Representative, Phone Number, and level of involvement by you (maximum 2 pages).

- E. Reference to include contact person, address and phone number ( maximum 2 pages).
- F. A narrative outline describing the methodology to be taken by the consultant firm discussing any concerns which must be addressed in a project of this nature. The methodology should be specific in firm's ability to stay within budget, and what methods of cost containment are utilized (maximum 1 page).

Methodology should be specific in approach to:

1. cost containment
  2. review of plans and providing Cameron County with continuous, update on costs;
  3. measuring performance against quality, time and cost during design, and implementation phase of the services;
  4. assist in preparation of contract/documents;
  5. recommend changes that will result in cost effective solutions;
  6. assist in proposing phase;
  7. coordination of services phase;
  8. understading of Guaranteed Maximum Price services to comply with the State of Texas Local Government Code Proposal Requirements and how liabilities, bonds, and insurance are relevant to the scenario in relation to Owner, radiological diagnostic services; and
  9. What opportunities of economics of scale will be beneficial to Cameron County through coordination of separate projects and the parameters or restrictions involved in taking advantage of this benefit?
- G. A disclosure statement which shall disclose all, potential conflicts of interest related to this project. The disclosure statement must be addressed specifically in your response, even if no conflict exists (maximum 1 page).
  - H. You shall disclose any outstanding claims against you (pages as needed).
  - I. You shall include a list ofa current insurance applicable to these services (pages as needed).
  - J. You shall include a sample contract (absent of proposed fees) to demonstrate the contractual relationship between the Owner and radiological diagnostician's service.
  - K. Radiological Diagnostic Services' Qualifications:
    1. Vendor will be licensed by appropriate accreditation body.
    2. Vendor will provide needed diagnostic service within 24 hours of request.
    3. Vendor and/or providers at the facility will maintain medical liability insurance.
    4. Vendor will have enough providers to provide diagnostic service throughout the year.
    5. Vendor will have necessary support staff to generate monthly reports and patient billing.
    6. Vendor will provide Cameron County with X-ray reports via fax within 48 hours.
    7. Vendor will provide Cameron County with a copy or original of thepatient X-ray film if needed within 48 hours.
    8. Vendor must have and include a Texas Department of Health license for all Employees and Equipment.
  - L. Texas Department of Corrections' Standards:

When physician determines diagnostic tests that cannot be performed in-house are warranted (i.e. Sonogram), the inmate will be referred to an outside diagnostic service; referral must be documented in inmate's medical record. Referral form should be sent to diagnostic service so that appropriate billing can occur.
  - M. Other Specifics:
    - a. Must undergo police screening
    - b. Not reimbursed for travel
    - c. Must sign in at the site where services are provided
    - d. Monthly reports to be submitted to Infirmary Director identifying number of persons x-rayd and # of x-rays per day
    - e. Must submit reports in a timely fashion

LABOR LIABILITY/WAGE AND HOUR LAWS

Wage, Hour, and EEOC Laws

It is expected that the Proposer will meet all state and federal wage and hour laws and EEOC requirements and laws: ie: to a) regular hours and pay, b) overtime hours and pay and c) minimum wage and all other legal requirements applicable. Non-compliance with such laws will be the responsibility of the Proposer.

LABOR LIABILITY WAIVER

County of Cameron, Texas, vendor, engineer, contractor, sub-contractor, all material and labor are subject to the "General Conditions of the Contract for Mowing", AIA Document AIA 201, and the "Instructions to Proposers", provided by the County of Cameron.

- (A) **Vendor's Liability Insurance:** The vendor shall carry Workman's Public Liability, Bodily Injury, and Property Damage Insurance as instructed by the County of Cameron. In the absence of requirements by the County, the contractor shall carry all the above in at least the minimum amounts required by the law.
- (B) **Property Insurance:** The vendor shall purchase and maintain all Property Damage Insurance as defined in the General Conditions or as instructed otherwise by the County. The owner shall be named jointly insured as well as the vendor.
- (C) **Owner's Liability Insurance:** Cameron County will provide its own insurance as defined in the General Conditions.
- (D) **Insurance – Cameron County's Requirements:** The vendor and his sureties shall indemnify and hold harmless the owner and its officials, agents, and employees from all suits actions or claims of any character, name and description brought for, or on account of, any injuries or damages received or sustained by any person or persons or property, by/from said contractor or his/her employees or by/in consequence of any negligence in safeguarding the work or by/on account of any claims or amounts recovered under the Worker's Compensation Laws or any other law, ordinance, order or decree.

As further and additional evidence of such indemnifications, the contractor shall furnish Certificates of Insurance providing that his interests are adequately covered by the following minimum requirements:

- (1) **Worker's Compensation:** Texas Statutory Requirements
- (2) **General Liability:**

a) Bodily Injury	\$300,000	-	\$300,000
b) Property Damage	\$100,000	-	\$100,000
c) Personal Injury			\$300,000
- (3) **Vehicular Liability:**

a) Bodily Injury	\$250,000	-	\$500,000
b) Property Damage	\$100,000		

- (E) **Safety Requirements:** It is expected that the Proposer will meet all state and federal safety standards and laws that are in effect on the date of the RFP for the item(s) that are being specified and the particular use for which they are meant.
- (F) **Acknowledgement:** Proposer – please sign and date below and return with you quotation.

I hereby certify the vendor and his/her sureties are in full compliance with all the above listed requirements and shall indemnify and hold harmless the County of Cameron and its officials, agents, and employees from all suits, actions or claims of any character, name and description brought for, or on account of, any injuries or damages received or sustained by any person or persons or property, by/from said vendor or his/her employees or by/in consequence of any negligence in safeguarding the work or violations of any federal and state wage and hour laws as well as EEOC laws, or by/on account of any claims or amounts recovered under the Worker's Compensation Laws or any other law, ordinance, order or decree.

Business Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

## TWCC RULE 110.110 WORKERS' COMPENSATION INSURANCE COVERAGE

If this RFP package is for a building or construction contract, all of the provisions of this rule as shown below apply. Since this is a mandatory requirement, cost increases should not be experienced because of the need to comply with the Texas Workers' Compensation Law. For additional information contact the Texas Workers' Compensation Commission, Southfield Building, 400 S. IH-35, Austin, Texas 78704-7491, (512) 440-3618.

### A. Definitions:

Certificate of Coverage ("Certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096 – Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with governmental entity showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - (1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (2) No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

- (1) Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 4041.011(44) for all its employees providing services on the project, for the duration of the project.
- (2) Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
- (3) Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (4) Obtain from each other person with whom it contracts, and provide to the contractor:
  - (a) A certificate of coverage, prior to the other person beginning work on the project, and
  - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- (6) Notify the government entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

**ANNUAL RFP #1690**

**INTERPRETATION ONLY**

MINIMUM REQUIREMENTS – RADIOLOGICAL DIAGNOSTIC SERVICES (Prices must include all Radiological Diagnostic Services and Fees)

A. Charges for X- RAY INTERPRETATION ONLY services on an as needed basis. \$ \_\_\_\_\_ EA X 150 PR/MO = \$ \_\_\_\_\_ TOTAL  
PR/MO

B. Charges for SONOGRAM INTERPRETATION ONLY services on an as needed basis. \$ \_\_\_\_\_ EA X 10 PR/MO = \$ \_\_\_\_\_ TOTAL  
PR/MO

TOTAL PR/ MONTH \_\_\_\_\_

All prices and %'s must include all Radiology services and fees, as well as all delivery fees.

Proposer \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(City/State/Zip)

Signature \_\_\_\_\_

Telephone \_\_\_\_\_ Date \_\_\_\_\_

MISCELLANEOUS

<u>ITEM #</u>	<u>DIAGNOSTIC PROCEDURE</u>	<u>SPECIFY PRICE PER PER X-RAY TO INCLUDE INTERPRETATION</u>
	X-RAY OF:	
01	Hand	_____
02	Finger	_____
03	Arm	_____
04	Knee	_____N/A_____
05	Ankle	_____
06	Leg	_____
07	Face	_____
08	Skull	_____
09	Spine	_____
10	Abdomen (Flat)	_____
11	Sonogram	_____
12	Chest	_____



**MISCELLANEOUS**

On all other miscellaneous (currently in your catalog) radiology procedures, **not listed**, Cameron County will receive \_\_\_\_\_ % off list price.

On all new (not in the catalog as yet) miscellaneous radiology procedures, **not listed**, Cameron County will receive \_\_\_\_\_ % over your cost price.

All prices and %'s must include all Radiology services and fees, as well as all delivery fees.

Proposer \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(City/State/Zip)

Signature \_\_\_\_\_

Telephone \_\_\_\_\_ Date \_\_\_\_\_

**REFERENCES**

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

**REFERENCE ONE**

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

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

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

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

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

**REFERENCE TWO**

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

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

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

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

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

**REFERENCE THREE**

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

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

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

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

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

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

STATE OF TEXAS  
COUNTY OF CAMERON

**AFFIDAVIT**

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

BEFORE ME, the undersigned authority, A Notary Public in and for the State of \_\_\_\_\_, on this day personally appeared

\_\_\_\_\_  
who, after having first been duly sworn, upon oath did depose and say;

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

Name and Address of Proposer :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone number \_\_\_\_\_

Fax number \_\_\_\_\_

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

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

SWORN TO AND SUBSCRIBE BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for County \_\_\_\_\_ State \_\_\_\_\_

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

**RESIDENCE CERTIFICATION**

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

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

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

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

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

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

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

D

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

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

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

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

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

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

Signature of person submitting this RFP

Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

ORDER NO. 2007O2005

THE STATE OF TEXAS §
COUNTY OF CAMERON §

ORDER ADOPTING CONTRACTING RULES FOR PERSONS INDEBTED TO COUNTY

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

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

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

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

ADOPTED this 13 day of March, 2007.

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

Cameron County Acct #'s : Real Estate Personal Property

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

Signature of person submitting this RFP

Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

**Certification Regarding Debarment, Suspension Ineligibility**

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this 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 proposal and/or application had one or more public transactions terminated of cause or default.

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

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

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

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

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

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

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

**CONFLICT OF INTEREST QUESTIONNAIRE**

**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 tiling authority not later than the 7th business day after the date on which you became aware that the originally tiled 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



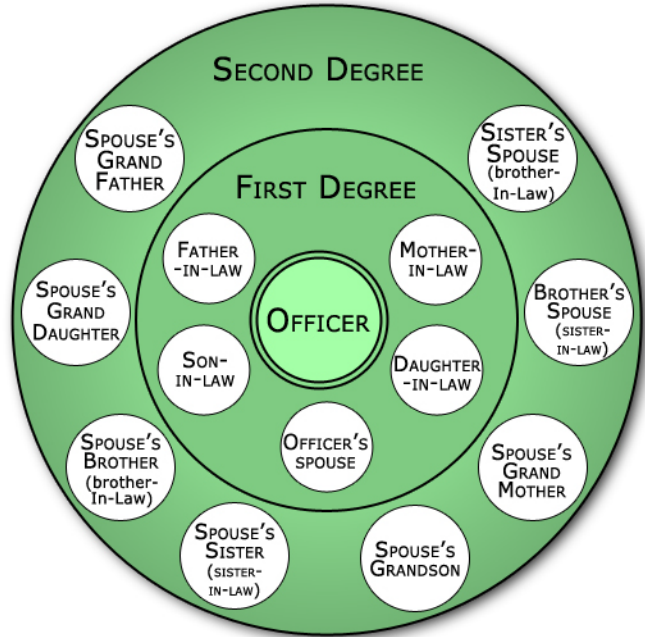
## NEPOTISM CHART

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

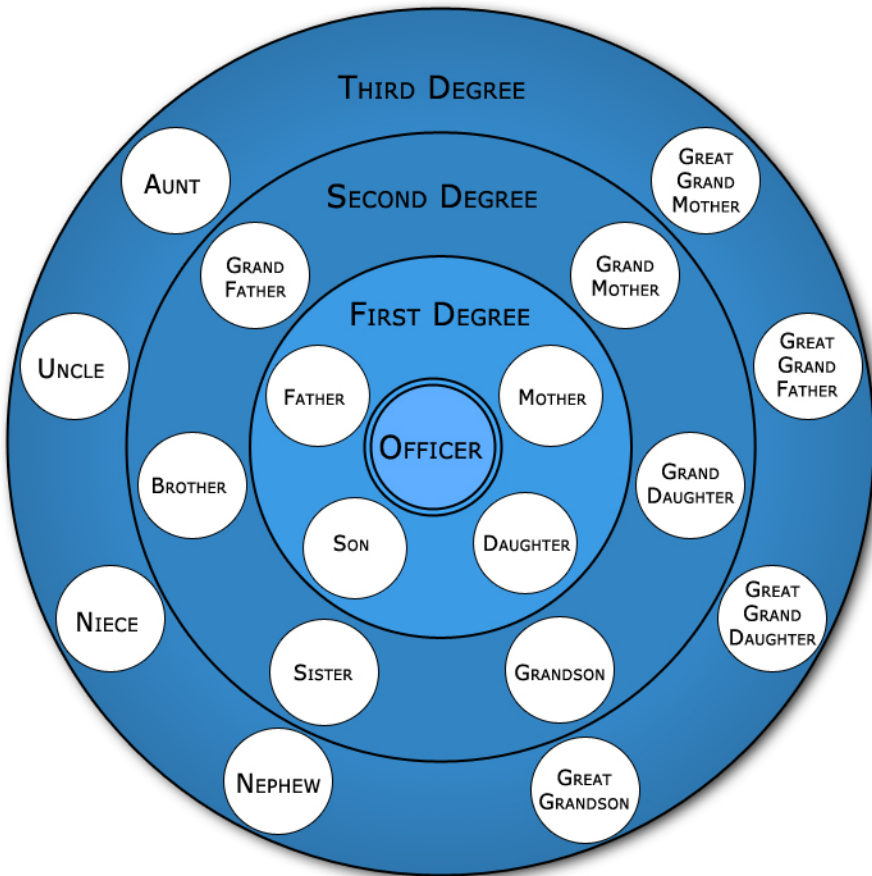
### AFFINITY KINSHIP

Relationship by Marriage



### CONSANGUINITY KINSHIP

Relationship by Blood



**DISCLOSURE OF INTERESTS**

**MUST BE FILLED OUT AND SUBMITTED WITH THEREFP**  
**IF DISCLOSING:PROPOSER MUST ALSO FILE WITH THE COUNTY CLERK’S OFFICE**  
**THE PURCHASING DEPT. WILL NOT BE FILING ON THEPROPOSER’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: \_\_\_\_\_



**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 RFP**

## **GENERAL TERMS & CONDITIONS (Requests for proposals (RFP))**

**ADDENDA:** If RFP 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 RFP package containing the Proposer's submittal.

**ADVERTISING:** Unless otherwise required by law, Proposers to County RFPs shall not publish and shall keep confidential their intentions and actions respecting any response to the RFP.

**AWARD:** Cameron County may hold RFP responses for a period of sixty (60) days. Cameron County reserves the right to reject any or all responses to RFPs. 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 RFP) 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 RFPs 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 RFP explaining those requirements.

**CANCELLATION AND TERMINATION:** In any contract resulting from the RFP, the County shall have the right to cancel all or any part of the undelivered portion of the contract if (1) Proposer 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 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 Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer agrees as follows: 1.) Proposer 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 Proposer 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 Proposer 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 PROPOSER:** Upon submitting a response to this RFP, Proposer certifies that the Proposer 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 RFP 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 Proposers. If multiples are submitted by a Proposer and after all responses to the RFPs are opened one or more of the responses are withdrawn, the result will be that all of the responses submitted by that Proposer will be withdrawn; however, nothing herein prohibits a Proposer 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 RFP 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 Proposers 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 RFP 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 RFP). The Cameron County Purchasing Department reserves the right to contact any Proposer, at any time, to clarify, verify or request information with regard to that Proposer's response. The Cameron County Purchasing Department further reserves the right to hold negotiation discussions with any responsible Proposer determined to be reasonably susceptible of being selected for award in accordance with law.

**PROTEST PROCEDURES:** Procedure - This protest procedure is available to Proposers responding to this RFP 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 RFP award by the Cameron County Commissioners' Court. Debriefing questions must be submitted in writing to the Purchasing Department no later than two (2) business days before the scheduled date for the Debriefing Conference. These questions will be answered at the debriefing conference. Follow-up 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 RFPs, 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 RFP, 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 Proposers 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 Proposer; 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 Proposer's protest, the Purchasing Department shall postpone further steps in the acquisition process until the Proposer 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 Proposer within five business days after receipt of the protest, unless more time is needed. The protesting Proposer 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 Proposer 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 RFP 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 RFP response. The County may, by written notice to the Proposer, cancel this contract without liability to Proposer if it is determined by County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent, or representative of the Proposer, 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 Proposer in providing such gratuities. Proposer 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 Proposer for the purpose of securing business.

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION:** If Proposer is a Certified Historically Underutilized Business (HUB), please include a copy of your HUB Certificate with your 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 Proposer 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 Proposer to maintain adequate insurance coverage at all times. Failure of the Proposer to maintain adequate coverage shall not relieve the Proposer of any contractual responsibility or obligation.

**MAINTENANCE:** Maintenance required for equipment requested in RFPs 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 Proposer 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 RFP applying thereto.

**NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of Cameron County to restrict responses to RFPs in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard common to similar existing items. Proposers may offer items of equal stature and standard, but the burden of proof of such stature and standard rests with Proposers. 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 Proposer 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 RFP response, Proposer either electronically scans, re-types, or in some way reproduces the County's published RFP package, then in event of any conflict between the terms and provisions of the County's published RFP specifications, or any portion thereof, and the terms and provisions of the RFP response made by Proposer, the County's RFP specifications as published shall control. Furthermore, if an alteration of any kind to the County's published RFP 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 RFP. Substitute items will not be accepted unless approved (in advance).

**SUPPLEMENTAL MATERIALS:** Proposers are responsible for including all pertinent product data in the returned RFP package. Literature, brochures, data sheets, specification information, completed forms requested as part of the RFP 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 RFP response must also be in the returned RFP response package. Failure to include all necessary and proper supplemental materials may be cause to reject the Proposer's entire RFP.



**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. Proposers are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this RFP 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 RFP. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by

Cameron County department 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 Proposer's response to the RFP which Proposer warrants to be no higher than Proposer'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 Proposer breaches this warranty, the prices of the items shall be reduced to the Proposer's current prices on orders by others, or in the alternative, County may cancel this contract without liability to Proposer for breach or Proposer's actual expense.

(b) The Proposer 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 Proposer 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.

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

Proposers may not limit or exclude any implied warranties.

Proposer 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 Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Proposer's expense.

**WARRANTY ITEMS/PRODUCTS:** Proposer 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 Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Proposer's expense.

Proposer 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.

Proposer warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFP invitation and to the sample(s) furnished by Proposer, 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 Proposer 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 Proposer at no expense to the County.

**SAFETY WARRANTY:** As noted above, Proposer 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 Proposer fails to make the appropriate correction within a reasonable time, correction made by County will be at Proposer's expense. Have you attached the required warranty information to the RFP (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 Proposer 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 Proposer. 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 RFP – have been delivered and accepted and all contract requirements have been satisfied.

**ERRORS AND OMISSIONS:** Errors and Omissions in the RFP or any provision herein described will not be construed as to relieve the Proposer 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 RFP 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 Proposer shall indemnify and hold Cameron County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from Proposer's performance. Proposer shall procure and maintain, with respect to the subject matter of this RFP, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Proposer's liability as may arise directly or indirectly from work performed and goods or services sold under the terms of this RFP. 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, Proposer 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 Proposer for indemnification in the event that Proposer gets sued on the grounds of infringement or the like. If Proposer is of the opinion that an infringement or the like will result, Proposer 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, Proposer will hold County harmless. If Proposer 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 Proposer the reasonable cost of Proposer's search as to infringement. The Proposer 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 RFP to a successful Proposer, this writing is intended by the parties as a final expression of the terms of this RFP 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 RFP 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:** RFP 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.:** Proposer must meet all Federal and State OSHA requirements.

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

**RIGHT TO ASSURANCE:** During the RFP process and any resulting contract, whenever a Proposer 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 RFP 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 Proposer shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFP.

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

**OTHER TERMS:** The Proposer 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.