



**CAMERON COUNTY
PURCHASING DEPARTMENT
INVITATION TO RFQ**

RFQ NUMBER: 1452A2

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

DATE DUE: JUNE 23, 2022

DUE NO LATER THAN 11:00 A.M.

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

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

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

RETURN RFQ TO:

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

PRE-PROPOSAL MEETINGS SCHEDULE:

Meeting – **Wednesday, June 8, 2022 at 10:00 A.M.**

**PRE-PROPOSAL MEETING LOCATION: Cameron County Courthouse (Dancy Bldg.) 2nd Floor
(Commissioners Courtroom) – 1100 East Monroe St, Brownsville, TX.**

CONTACT PERSON: Mike Forbes at 956-544-0871

Pre-proposal questions must be submitted by **Wednesday, June 1, 2022** (fax to 956-550-7219 Mike Forbes or e-mail)

Follow up questions must be submitted by **Monday, June 13, 2022**

For additional information or to request addendum contact Mike Forbes or Dalia Loera at (956) 544-0871, E-mail: mforbes@co.cameron.tx.us dalia.loera@co.cameron.tx.us or purchasing@cameroncounty.com. To ask specific questions on project requirements, please call: Thomas Hushen at (956) 312-8344 or e-mail: tom.hushen@co.cameron.tx.us

YOU MUST SIGN BELOW IN INK; FAILURE TO SIGN WILL DISQUALIFY THE OFFER.

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

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

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

SIGNATURE: _____ **Print Name:** _____

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

If yes, what City: _____

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

CHECK LIST

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

Cover Sheet

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

Instructions to Respondents

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

Special Requirements

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

Specifications / Scope of Work

This section contains the detailed description of the 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 your response to this RFQ:

Is your RFQ sealed with RFQ #, title, Respondent's 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 to this RFQ, please let us know your reasons for deciding not to respond and e-mail them to: Purchasing@co.cameron.tx.us . Thank you.

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

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

This invitation package includes:

INVITATION TO RFQ..... 1

REQUEST FOR QUALIFICATION REQUIREMENTS..... 4

PROJECT SCHEDULE..... 11

I. PROJECT CONCEPT AND SCOPE..... 12

II. RESPONSE FORMAT..... 13

III. EXECUTIVE SUMMARY.....15

III. EVALUATION AND SELECTION CRITERIA 15

EXHIBIT A: PRICE PROPOSAL..... 18

EXHIBIT B: MANDATORY CONTRACT PROVISIONS..... 22

EXHIBIT C: AGREEMENT FOR DAMAGE ASSESMENT CONSULTANT SERVICES 26

EXHIBIT D: GENERAL TERMS & CONDITIONS (RFQ)..... 28

Attachment A 34

Attachment B..... 35

Attachment C 36

Attachment D 37

Attachment E..... 38

Attachment F..... 39

Attachment G 41

Attachment H 44

Attachment I..... 46

REQUEST FOR QUALIFICATION REQUIREMENTS

CAMERON COUNTY RFQ NO. 1452A2

INSTRUCTIONS FOR SUBMITTING RFQs

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

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

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

Addendums Column (updated Addendums). These Addendums must be signed and returned with your RFQ in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Annual RFQ award information is accessible at the following website: <https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/>

Review this document in its entirety. Be sure your RFQ is complete, and double check your RFQ for accuracy. Cameron County is an Equal Employment Opportunity Employer.

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

GOVERNING FORMS:

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

GOVERNING LAW:

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

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

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

MINORITY/WOMAN OWNED BUSINESS ENTERPRISE (M/WBE), DISADVANTAGED BUSINESS ENTERPRISE (DBE), AND HISTORICALLY UNDERUTILIZED BUSINESS (HUB):

Cameron County encourages and strives towards an ever-increasing expansion in opportunities for M/WBE's & HUB's in assisting the County for its Purchasing needs. Cameron County's policy is to increasingly involve qualified M/WBE & HUBs to the greatest extent feasible in the County's procurement process.

Objectives of County HUB Program

- Ongoing increase in procurement opportunities for M/WBE's & HUB's
- Assisting M/WBE's & HUB's with registration to Bidders List and Bid opportunities that may be of interest
- Directing M/WBE's & HUB's to various beneficial web links giving them additional opportunities

Certification Process: Federal, state, and local regulations determine the type of certification(s) available. Attached below are links to various Certification agencies which are available to assist you in obtaining your M/WBE's & HUB's Certification.

HUB Certification Sources:

- [State of Texas HUB Certification Process](#)
- [Register with State as a HUB Vendor](#)
- [HUB Certification Agreements](#)
- [HUB Minority & Women Organizations](#)

M/WBE's & HUB's Questions Cameron County contact:

Dalia Loera, Purchasing Coordinator

P: 956-982-5478 | Email: dalia.loera@co.cameron.tx.us

The County, its contractors, their suppliers and subcontractors, and vendors of goods, equipment services, and professional services shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with Cameron County shall support, encourage, and implement affirmative steps toward our common goal of establishing equal opportunity for all citizens of Cameron County.

REQUIREMENT OF ALL PROPOSERS: Each firm responding to this solicitation shall be required to submit with their proposal information regarding minority/women business and HUB business participation in this project.

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.

This form can be downloaded at the following web site:

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

DISCLOSURE OF INTERESTS:

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

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

Forms can be downloaded at the following web site:

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

TEXAS ETHICS COMMISSION FORM 1295:

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

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

Texas Ethics Commission (TEC) Form 1295 must be completed (by firm - on line “New Form 1295 Certificate of Interested Parties Electronic Filing Application” Site at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

If any Vendors have questions as to TEC Form 1295 visit the County Purchasing Web site left column tab “Vendor – TEC Form 1295” for more information. TEC Web site links can be found at this location including Question / Answers and Video instructions. tab Link <https://www.cameroncounty.us/vendors-tec-form-1295/>

FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED.

SUBMISSION OF PROPOSALS: One (1) original and (7) copies of all proposal documents shall be sealed and submitted as offer's response to:

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

No later than 11::00 a.m. (CST), JUNE 23, 2022.

MARK ENVELOPE:

“RFQ NO. 1452A2: Damage Assessment Post-Hurricane/Disaster Recovery Operations.”

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

IT IS UNDERSTOOD that Cameron County, Texas reserves the right to reject any or all proposals as it deems to be in the best interest of Cameron County. Receipt of any proposal shall under no circumstances obligate Cameron County to accept the lower dollar proposal.

PROPOSALS SHALL include the RFQ and all addenda. Each proposal shall be placed in a sealed envelope, with a transmittal letter and Price Proposal Form (Exhibit A) each manually signed by a person having the authority to bind the firm in a contract and marked clearly on the outside as shown below.

PROPOSER SHALL SUBMIT RFQ AND THE FORMS PROVIDED IN FORMAT AS OUTLINED IN SECTION ii, AND RETURN ENTIRE RFQ PACKET. In the event of inclement weather and County Offices are officially closed on a Proposal deadline day, RFQ’s will be received unit 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 – 3rd Floor – Room # 345 (as per Purchasing Dept. time clock.)

RFQ’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 PROPOSERS WILL BE NOTIFIED BY MAIL. All responding vendors will receive written notification regarding outcome of 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

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

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

ALTERING PROPOSALS: Any interlineations, alteration or erasures made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or canceled by the Proposer without the permission of the County for a period of ninety (90) days following the date designated for the receipt of proposals, and Proposer so agrees upon submittal of the proposal.

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

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

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

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

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

EXCEPTIONS/SUBSTITUTIONS: All proposals meeting the intent of this request for proposal that contain exceptions to or substitutions for the provisions of the RFQ may be considered for negotiations at the discretion of Cameron County.

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

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

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

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

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

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

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

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

POTENTIAL CONTRACTORS ATTEND A PRE-PROPOSAL CONFERENCE to be held in the Commissioners' Court, Cameron County Courthouse, the purpose of this conference is to afford all Contractors the opportunity to ask questions of County Staff to fully understand the County's preparedness program and the obligations of the successful Contractor.

PLEASE NOTE CAREFULLY

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

1. **ORIGINAL AND SEVEN (7) COPIES OF RFQ's MUST BE SUBMITTED** Each RFQ shall be placed in a separate envelope completely and properly identified with the name and number of the RFQ. RFQ's must be in the Purchasing Department BEFORE the hour and date specified.
2. RFQ's MUST give full firm name and address of the Proposer. **Failure to manually sign RFQ will disqualify it.** Person signing RFQ should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT.
3. RFQ's CANNOT be altered or amended after deadline time. Any alterations made before deadline time must be initiated by Proposer or his authorized agent. No RFQ can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.
4. The County is exempt from State Sales Tax and Federal Excise Tax. DO NOT INCLUDE TAX IN RFQ. Cameron County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.
5. Written inquires pertaining to RFQ's must give RFQ Number and Company.
6. NO substitutions or cancellations permitted without written approval of Purchasing Agent.
7. The County reserves the right to accept or reject all or any part of any RFQ, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total RFQ. 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 RFQs 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 RFQ award) as the need arises. The County also reserves the right to consider utilizing CO-OP Inter-Local Agreements / pricing if determined to be more advantageous to the County.
8. RFQ unit price on quantity specified – extend and show total. In case or errors in extension, UNIT prices shall govern. RFQ's subject to unlimited price increase will not be considered.
9. This is a RFQ inquiry only and implies no obligation on the part of Cameron County.
10. Acceptance of and final payment for the item will be contingent upon satisfactory performance received by Cameron County.
11. Partial RFQ's will not be accepted. Total award of RFQ will be made.
12. It is expected that the Proposer will meet all state and federal safety standards and laws in effect on the date of the RFQ for the item(s) being specified, and the particular use for which they are meant.
13. 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 Proposer shall not deliver products or provide services without a Cameron County Purchase Order, signed by an authorized agent of the Cameron County Purchasing Department

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 RFQ number and purchase order number to:

**CAMERON COUNTY AUDITOR
ACCOUNTS PAYABLE
1100 EAST MONROE ST.,
BROWNSVILLE, TEXAS 78520**

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

PAYMENT DISCOUNT: Indicate the payment discount (s) available depending on the when invoices are paid. For example, 1/30 means a 1% discount if paid within 30 days, 2/15 means a 2% discount if paid within 15 days, etc. Payment in full will be made within thirty (30) days of delivery, inspection, and receipt of invoice.

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

ANY PRE PROPOSAL QUESTIONS concerning this Request for Qualifications should be made by Monday, May 16, 2022 and directed to:

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

GENERAL PROJECT PROVISIONS

- A. The County does not envision conducting pre-submittal meetings on this project. Individuals desiring more detailed information or having questions about the technical content of this RFQ may contact the County staff or the County's consultant, GP Strategies, at the offices shown on the cover sheet for this RFQ.
- B. Responses received after deadline date and time will be rejected.
- C. Detailed response requirements are contained in Section II Response Format.
- D. The County intends to sign engineering service contracts with all Consultants deemed to be qualified providers of the required services, based on demonstrated competence and qualifications. The County is asking all Consultants to submit an hourly rate schedule. The County will then develop a composite rate schedule to be used in all contracts. This information must be submitted for the standard categories described in Exhibit A.
- E. The County may conduct discussions with any Consultant determined to be reasonably qualified for selection. This may include requests for additional information.
- F. The County Engineer will report the results of the Consultant responses to the County Judge prior to requesting those Consultants selected to execute an administrative contract in an amount not to exceed \$14,999, the limit of contractual authority which does not require formal approval by the Commissioners' Court. This will allow initial activation of the contracts without delay when needed. Additional costs for the work will be addressed as needed by amendments to the contracts.
- G. A schedule for award of contracts is included in this RFQ.
- H. Questions concerning this project must be in writing and addressed to:

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

PROJECT SCHEDULE

Activity

Date (2022)

TENTATIVE SCHEDULE

Advertisement	5/8 (Sunday) & 5/15 (Sunday)
Issue Request for Proposals	5/9 (Monday)
Pre-Proposal Questions due	6/1 (Wednesday)
Conduct Pre-Proposal Conference	6/8 (Wednesday) @ 10:00 am (C)
Follow-up Questions due	6/13 (Monday)
Deadline to receive Qualifications	6/23 (Thursday)
Complete Evaluation Process	7/11 (Monday)
Negotiations with Potential Contractor	7/19 (Tuesday)
County Commissioners' Court Approval	7/26 (Tuesday)
Contract Award	8/2 (Tuesday)

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

I. PROJECT CONCEPT AND SCOPE

Cameron County requests qualifications from engineering, architectural and consulting firms (collectively, Consultants) interested in providing professional services to conduct post-hurricane/disaster damage assessment as part of the County's overall Post-Hurricane Recovery Operations. The County recognizes that immediately after a major disaster, local firms might not be able to respond quickly to a request for services. As a result, the County is interested in contracting with firms both in the local area and outside the local area to ensure that an adequate resource base is available regardless of the extent of damage within the County. This contract shall cover calendar years 2022 through 2027.

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

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

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

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

II. RESPONSE FORMAT

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

Letter of Transmittal

Table of Contents

Section 1. General Form Qualifications and Experience

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

Section 2. Capacity

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

Section 3. Disaster Projects

This section will include CONSULTANT’S and sub-consultant's performance on current and past disaster recovery projects. The proposals need list at least three (3) but no more than five (5) past disaster related contracts for each CONSULTANT. Each current and past disaster related contract should be identified by:

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

Section 4. Fees

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

Section 5. Mandatory Requirements

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

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

Section 6. Additional Information

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

Name of Firm:

Damage Assessment Contract Coordinator:

Address: _____

Telephone: _____

FAX: _____

E-mail: _____

Primary Point of Contact / Damage Assessment Team Manager

Name: _____

Position/Title: _____

Telephone (daytime): _____

Cell Phone (night/weekend): _____

E-mail: _____

Secondary Point of Contact / Alternate Damage Assessment Team Manager

Name: _____

Position/Title: _____

Telephone (daytime): _____

Cell Phone (night/weekend): _____

E-mail: _____

EXECUTIVE SUMMARY

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

Executive Summary (2 pages max.)

Summary of RFPs/RFQs as submitted

Introduction (2 pages max.)

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. RFQs must be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their RFQs may cause their 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 RFQ; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFQ.

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

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

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

III. EVALUATION AND SELECTION CRITERIA

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

- A. **Experience / Knowledge** of public infrastructure and municipal facilities and prior experience in damage assessment. All comparable inspection and evaluation experience will be considered, as will capability and capacity to provide follow-up services such as development of repair plans and specifications.
- B. **Commitment.** A Consultant firm must be willing to commit its personnel resources during the immediate post-disaster period and to provide resources for support functions under disaster conditions. The Agreement (Exhibit A) recognizes that a major event may disable local firms, so there is no penalty for failure to respond upon activation.
- C. **Training.** All CONSULTANTS must participate, if requested, in an annual one-day Damage Assessment Team training course, to be held in the Brownsville area, prior to or shortly after the start of the hurricane season (June 1) each year. Participation will be at the CONSULTANT'S expense. The training will be in a "train the trainer" format. Each CONSULTANT will be required to send at least one individual who will be involved in the damage assessment project to the training. Those persons must be capable of presenting the training for other of the firm's personnel at their home locations.

EXHIBITS

- A. **Price Proposal**
- B. **Mandatory Contract Provisions**
- C. **Agreement for Architect/Engineer Consultant Services**
- D. **Terms and Conditions**

Contractors will be evaluated for this project based on a two-step process.

1. Step I. Contractors must demonstrate that they satisfy mandatory qualification and contracting criteria and project requirements following the Proposal Response Format. All proposals will be screened for compliance with mandatory qualification elements, such as the required statements of compliance. Those that satisfactorily complete that screening process will proceed to Step II.
2. Step II. Contractors will be evaluated based on the information they submitted. Step II will result in point awards in the following categories. The point values shown are the maximums associated with each category.

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

Utilization of 0 by evaluator requires Evaluation Committee's full consensus.

Evaluators score by category will be multiplied by the assigned weight for each criterion 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 (i.e.: 25%) = 100 points

Vendor X – price \$150,000 = 2.66 points X assigned weight (i.e.: 25%) = 66.6 points

Vendor Y – price \$200,000 = 2 points X assigned weight (i.e.: 25%) = 50 points

$\$100,000 \div \$200,000 = .50 \times 4 = 2 \times 25 = 50$

$\$100,000 \div \$150,000 = .66 \times 4 = 2.666 \times 25 = 66$

Contractor Experience/ Knowledge	40 points
Commitment	30 points
Training	<u>30 points</u>
TOTAL	100 POINTS

3. The total points assigned for each proposal will be the basis for identifying and selecting the compatible finalists.
4. Submission of a proposal implies Contractor's acceptance of the evaluation technique and that subjective judgment must be made by Cameron County during the assigning of points.
5. The County reserves the right to deny qualification to any Contractor that does not satisfy the Pre-Qualification Criteria or is not capable, in the County's estimation, of satisfying the Project Requirements. However, the County may waive defects, irregularities or informalities in the pre-qualification process or in any response to the process that, in the County Contract Administrator's opinion, seems most advantageous to the County and in the best interest of the public.

Once RFQs 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.

EXHIBIT A: PRICE PROPOSAL

POST-HURRICANE / DISASTER RECOVERY OPERATIONS DAMAGE ASSESSMENT

IN ORDER TO BE CONSIDERED RESPONSIVE, A PRICE PROPOSAL MUST ACCOMPANY THE RESPONSE TO THIS RFQ.

COUNTY will pay CONSULTANT for those items covered by this AGREEMENT as assigned to CONSULTANT in accordance with the Schedule of Rates ascribed below. Descriptions of the personnel classifications can be found on the last two pages of Exhibit A.

The rates contained herein apply to the first year of services and, thus, are from August 2022 through July 2023. For each of the remaining years under this five-year agreement, the rates will be increased in accordance with the Engineering News Record report of inflation adjustments. Approved expenses will be billed separately at standard JTR.

THE PRICE PROPOSAL MUST:

- Be in the form and format shown in the Price Proposal Form in this Exhibit A
- Be accompanied by References in the format shown in Attachment A hereto
- Be accompanied by an Affidavit in the format shown in Attachment B hereto
- Be accompanied by Residence Certification in the format shown in Attachment C

PRICE PROPOSAL

Place _____

Date _____

Proposal of

A Corporation organized and existing under the laws of the State of _____

OR

A Partnership or Individual doing business as

TO: Cameron County, Texas

Gentlemen:

The undersigned hereby proposes to furnish all labor and materials, tools, and necessary equipment, and to perform the work required for at the locations set out by the Contract Provisions and Specifications (Exhibit C) and in strict accordance with the contract documents for the prices specified below, based on the following cost summary:

PRICE PROPOSAL (Page 2)

CLASSIFICATION	TITLE	PROPOSED RATE
Engineers:		
E-1	Engineer I	
E-2	Engineer 2	
E-3	Project Engineer	
E-4	Senior Project Engineer	
E-5	Project Manager	
E-6	Senior Project Manager	
E-7	Principal Engineer	
Architects:		
A-1	Architect 1	
A-2	Architect 2	
A-3	Project Architect	
A-4	Senior Project Architect	
A-5	Project Manager	
A-6	Senior Project Manager	
A-7	Principal Architect	
Technicians:		
T-1	Technician I	
T-2	Technician II	
T-3	Technician III	
Draftspersons:		
D-1	Junior Drafter I	
D-2	Drafter II	
D-3	Senior Drafter III	

Descriptions of the personnel classifications can be found on the next page.

Receipt of the following addenda is acknowledged (addenda number): _____

Date: _____

Respectfully submitted: _____

Company Name: _____

Address: _____

Telephone & Fax Numbers: _____

Submitter's Name & Title: _____

(SEAL - If Proposer is Corporation)

Engineering and Technical Classifications

Engineers:

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

Architects:

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

Technicians:

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

T-3 Technician III - 10-plus years' experience and/or education, capable of handling all drafting and many engineering related tasks with little supervision, can supervise the work of drafters and technicians.

Draftspersons:

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

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

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

EXHIBIT B: MANDATORY CONTRACT PROVISIONS

1. Standards and Codes

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

County:

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

2. Safety Requirements

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

3. Insurance Requirements

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

Commercial liability including the following coverage:

- Broad form property damage;
- Premises operations;
- Products/completed operations hazard; and
- Independent contractors.

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

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

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

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

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

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

County of Cameron

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

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

4. Use of Subcontractors

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

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

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

5. Consultants Responsibilities

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

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

3. Reporting. CONSULTANT will normally be required to submit a daily work summary to COUNTY. When CONSULTANT completes the assessment in a designated zone, CONSULTANT shall submit a consolidated report of that zone to COUNTY. This shall include a discussion of the estimated scope of work and probable cost estimates to ensure that COUNTY has sufficient information to allow preparation of work orders for the development of repair plans and specifications.
4. Subsequent Inspections. At the time of subsequent State or Federal inspection, CONSULTANT may be called on to escort the representatives to each item of damage that CONSULTANT'S personnel observed.
5. Self-Sufficiency. CONSULTANT shall be responsible for all equipment and support for its personnel (vehicles, housing, feeding, cellular telephones, protective equipment, etc.) For out of town personnel, this could include the use of motor homes or, if available, rental lodging. COUNTY will provide fuel for CONSULTANT vehicles if such is not readily available due to electrical power outages. COUNTY will reimburse only those expenses specifically noted in Attachment 3. COUNTY will strive to provide basic support services, such as copying, at the primary COUNTY support and service areas.

6. County's Responsibilities

1. The County will establish and staff a Contract Management Center. This Center will be the single point of contact for CONSULTANT. COUNTY will strive to have basic capabilities to support Damage Assessment activities such as copiers.
2. The County Engineer will establish the procedures and lines of communication necessary to mobilize CONSULTANT through the Alert, Activation, and Assignment Phases described in Section 9 of this AGREEMENT.

3. The County Engineer will furnish information necessary for the damage assessment effort. The County Engineer may provide communication support to CONSULTANT to be used solely in the execution of the damage assessment for COUNTY,
4. The County Engineer will provide CONSULTANT with suitable identification, which will serve to identify CONSULTANT personnel, involved in, covered work and authorize movement within the County while performing the damage assessment.
5. The Cameron County Office of Emergency Management/and or assigned training group will provide training to CONSULTANT in the performance of the duties and tasks required during the damage assessment. CONSULTANT will not be compensated for time or expenses associated with training.

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

EXHIBIT C: AGREEMENT FOR DAMAGE ASSESSMENT CONSULTANT SERVICES

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

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

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

RATES. COUNTY agrees to pay CONSULTANT for services provided in accordance with "Attachment 3", RATES. Rates will be adjusted annually for inflation using the cost data provided in the Engineering News Record.

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

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

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

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

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

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

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

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

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

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

COUNTY OF CAMERON

CONSULTANT

Firm: _

By: _____

By: _____

Date

Date

Address

County, State, Zip

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

EXHIBIT D: GENERAL TERMS & CONDITIONS (RFQ)

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

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

AWARD: Cameron County may hold RFQ responses for a period of sixty (60) days. Cameron County reserves the right to reject any or all responses to RFQs. Cameron County reserves the right to award a contract, if any, based on the Respondent's response when compared to the EVALUATION CRITERIA (AS STATED IN RFQ) and, in accordance with the laws of the State of Texas, reserves the right to waive any formality or irregularity, to make awards to more than one Respondent. Commissioners Court reserves the right to determine the method and procedures for the final award of all RFQs at any time they so choose, regardless of the Point System used by the Evaluation Committee.

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

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

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

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

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

DISCRIMINATION: In order to encourage fair employment practices, the Respondent agrees as follows: 1.) Respondent will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; 2) in all solicitations or advertisements for employees, the Respondent will state that all qualified applicants will receive consideration

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

DISQUALIFICATION OF RESPONDENT: Upon submitting a response to this RFQ, Respondent certifies that the Respondent has not violated the antitrust laws of this state codified in Texas Business and Commerce Code 15.01, *et seq.*, as amended, or the federal antitrust laws, and has not communicated directly or indirectly its RFQ considerations, plan or response to any competitor or any other person engaged in such line of business. Any and all responses may be rejected if the County believes that collusion exists among the respondents. If multiples are submitted by a respondent and, after all responses to the RFQs are opened, one or more of the responses are withdrawn, the result will be that all of the responses submitted by that respondent will be withdrawn; however, nothing herein prohibits a respondent from submitting multiples for different products or services.

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

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

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

Protests are made:

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

Grounds for protest:

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

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

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

Review Process:

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

Final Determination - The final determination shall:

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

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

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

GRATUITIES AND PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the County, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, then

the member is not required to abstain from further participation. Attached and included is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of Cameron County or County entities (if any such relationships exist) must be attached and included with RFQ submitted. The County may, by written notice to the Respondent, cancel this contract without liability to Respondent if it is determined by County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Respondent, or any agent, or representative of the Respondent, to any officer or employee of Cameron County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performance of such a contract. In the event this contract is cancelled by County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Respondent in providing such gratuities. Consistent and continued tie RFQ responses could cause rejection of an RFQ response by the County and/or investigation for Anti-Trust violations. Respondent guarantees that he has not retained a person to solicit or secure any contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Respondent for the purpose of securing business.

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

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

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

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to be used.

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

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

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

APPLICABLE LAW

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

CONTRACT OBLIGATION: Cameron County Commissioners Court must award any resulting contract and the County Judge or other person authorized by the Cameron County Commissioners Court must sign the contract before it becomes binding on Cameron County or the Respondent. Department heads are NOT authorized to sign agreements for Cameron County. Binding agreements shall remain in effect until the contract requirements have been satisfied.

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

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

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

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

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

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

RIGHT TO ASSURANCE: During the RFQ process and any resulting contract, whenever a respondent or the County in good faith has reason to question the other's intent to perform, demand may be made that the other party give written assurance of intent. In the

event that a demand is made, and no assurance is given within five (5) days, such failure may be treated as an anticipatory repudiation of the RFQ and any resulting contract.

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

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

RFQ Title _____ **Proposer's Name** _____ **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 RFQ.

THIS FORM MUST BE RETURNED WITH YOUR RFQ.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

STATE OF TEXAS
COUNTY OF CAMERON

AFFIDAVIT

The undersigned certifies that the proposed prices contained in this RFQ response have been carefully checked and are submitted as correct and final and if this RFQ 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 RFQ response is submitted by _____, hereinafter called "Proposer," is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Proposer affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this RFQ 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 RFQ on, or to influence any person to RFQ or not to RFQ 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 RFQ. The contents of this RFQ as to prices, terms or conditions of said RFQ have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFQ.

Address of Proposer:

Telephone number _____ Fax number _____

Signature _____ Date _____

Name: _____ Title: _____

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

Notary Public in and for County _____ State _____

THIS FORM MUST BE RETURNED WITH YOUR RFQ

RESIDENCE CERTIFICATION

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

“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 RFQ

Attachment D

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

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

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

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

Signature of person submitting this RFQ

Date

THIS FORM MUST BE RETURNED WITH YOUR RFQ

ORDER NO. 2007O2005

THE STATE OF TEXAS §
COUNTY OF CAMERON §

ORDER ADOPTING CONTRACTING RULES FOR PERSONS INDEBTED TO COUNTY

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

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

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

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

ADOPTED this 13 day of March 2007.

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

Cameron County Acct #'s: Real Estate Personal Property

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

Signature of person submitting this RFQ

Date

THIS FORM MUST BE RETURNED WITH YOUR RFQ

Certification Regarding Debarment, Suspension Ineligibility

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

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

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

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

THIS FORM MUST BE RETURNED WITH YOUR RFQ

SWORN STATEMENT ON DEBARMENT

This SWORN statement is submitted with project number _____

By: _____
(PRINT INDIVIDUALS NAME AND TITLE)

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

whose business address is: _____

CITY STATE ZIP VOICE PHONE

and if applicable, its Federal Employee Identification Number (FEIN) is _____

(INDICATE WHICH STATEMENTS APPLY)

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

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

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

AUTHORIZED SIGNATURE

(Printed Name) (Title)

Sworn to and subscribed before me this _____ day of _____, _____.

Personally known _____ OR Produced identification _____
SHOW TYPE OF IDENTIFICATION

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

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

THIS FORM MUST BE RETURNED WITH YOUR RFQ

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

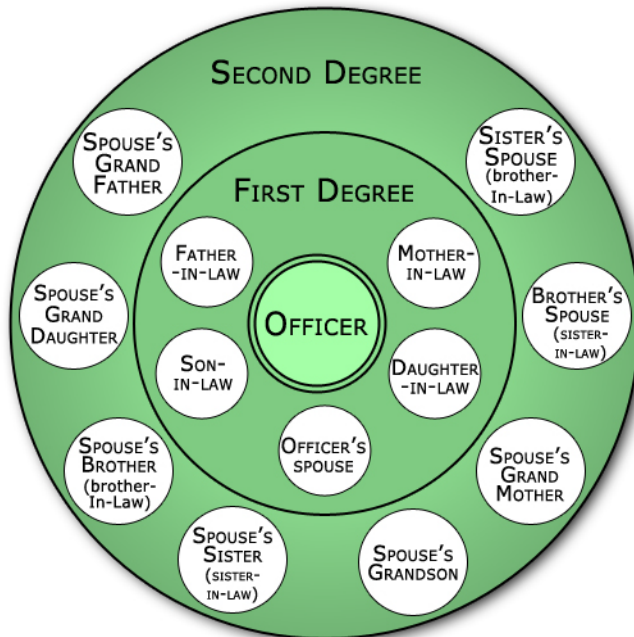
- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

NEPOTISM CHART

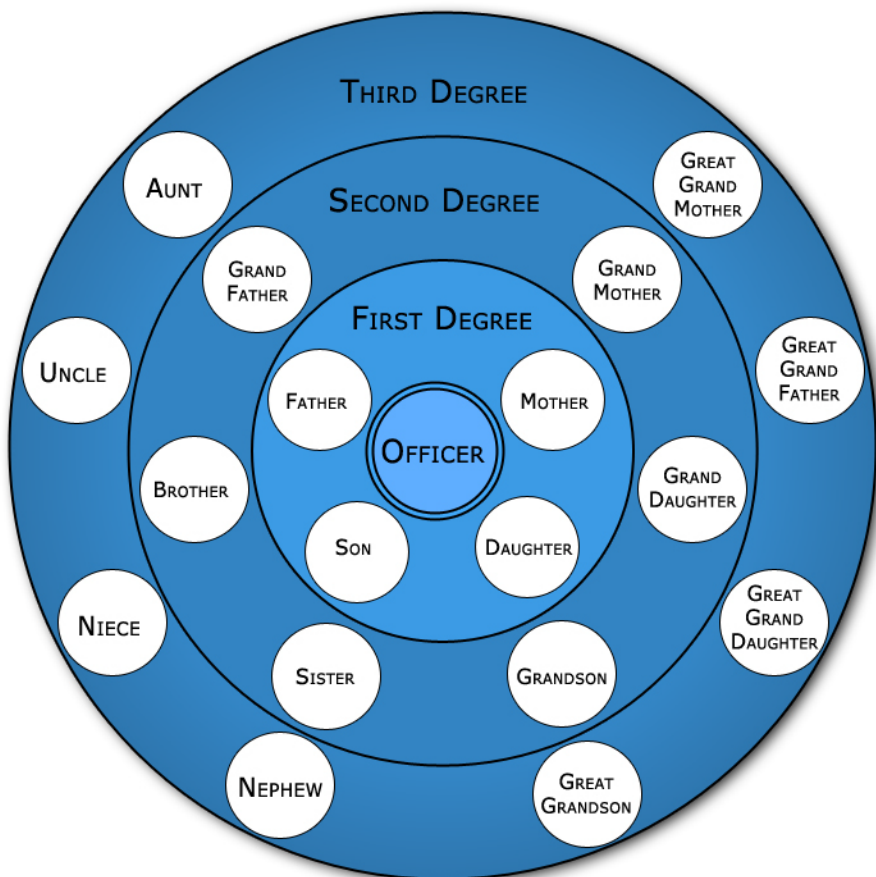
AFFINITY KINSHIP Relationship by Marriage

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



CONSANGUINITY KINSHIP Relationship by Blood



DISCLOSURE OF INTERESTS

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

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

Date _____

FIRM NAME: _____

ADDRESS: _____

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

DISCLOSURE QUESTIONS

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

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

DISCLOSURE OF INTERESTS (CONTINUED)

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

Name	Title	Department

CERTIFICATE

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

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

Signature of Certifying Person: _____ Date: _____



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 criterion 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 SUBMITTAL