



**CAMERON COUNTY
PURCHASING DEPARTMENT
REQUEST FOR QUALIFICATIONS**

RFQ NUMBER: 1611

RFQ TITLE: JAIL PHYSICIAN SERVICES – INFIRMARY

DATE DUE: JANUARY 10, 2023

DUE NO LATER THAN 11:00 A.M.

Bids/ RFP's / RFQ's will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3rd Floor – Room # 345 at 10:01 a.m. (as per Purchasing Dept. time clock) on deadline due date.

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

Please return RFQ **ORIGINAL (marked "ORIGINAL") AND SEVEN (7) COPIES (marked "COPY")** sets and **an electronic (PDF format file only)** of your qualification statement for review by evaluation committee in a sealed envelope. Be sure that return envelope shows the RFQ Number, Description and is marked "SEALED RFQ".

RETURN RFQ TO:

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

For additional information or to request addendum contact: [Mike Forbes](mailto:mforbes@co.cameron.tx.us) or [Dalia Loera](mailto:dalia.loera@co.cameron.tx.us) at (956) 544-0871, E-mail: mforbes@co.cameron.tx.us or purchasing@co.cameron.tx.us Project specific questions should be directed to **Dean Garza** (Infirmary Director) at (956) 554-6700.

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: _____

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

Print Name: _____ Signature: _____

How did you find out about this RFQ? _____ (ex: Newspaper, Web, Mail)

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

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

CHECK LIST

Items checked below represent components which comprise this RFQ/proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this RFQ/proposal. Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately. It is the Offeror's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your RFQ packet.

Cover Sheet

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

Instructions to Proposers

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

Special Requirements

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

Specifications / Scope of Work

This section contains the detailed description of the product/service sought by the County.

Attachments

Attachments A, B, C, D, E, F, G, H

Be sure to complete these forms and return with packet.

RFQ Guaranty & Performance Bond Information & Requirements

This form applies only to certain RFQs/proposals. All public work contracts over \$25,000 require a Payment Bond and over \$100,00 must also have a Performance Bond in a form approved by the County. Please read carefully and fill out completely.

Minimum Insurance Requirements

Included when applicable

Worker's Compensation Insurance Coverage Rule 110.110

This requirement is applicable for a building or construction contract.

Financial Statement

When this information is required, you must use this form.

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

Is your RFQ sealed with RFQ #, title, Proposer's Name, & return address, on outside?

Did you complete, sign and submit page 1?

Did you complete and submit attachments **A, B, C, D, E, F, G, H & I**

Did you provide the number of copies as required on the cover page?

Did you visit our website for any addendums?

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

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

INSTRUCTIONS FOR SUBMITTING RFQ

These General Instructions apply to all offers made to Cameron County, Texas (herein after referred to as "County") by all prospective vendors, (hereinafter referred to Respondents) in response to solicitations including, but not limited to Requests for Qualifications.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples. Prior to returning your sealed bid response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing web

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

Addendums Column (updated Addendums). These Addendums must be signed and returned with your bid in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Annual Bid award information can be accessed at:

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

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

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

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

Questions requiring only clarification of instructions or specifications will be handled in writing. 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 an addendum. Verbal changes to Bids/RFP's/RFQ's must be backed-up by written addendum or written Q/A clarifications which would be posted on County Purchasing Web site. Without written Addendum or written Q / A clarification, verbal changes to Bids / RFP / RFQ will not apply.

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

CONFLICT OF INTEREST QUESTIONNAIRE:

For vendor or other person doing business with local governmental entity

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

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

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

A vendor commits an offense if the vendor:

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

(B) knowingly fails to file the required questionnaire with the appropriate records administrator not later than 5 p.m. on the seventh business day after the date on which the vendor becomes aware of an event that would make a statement in a questionnaire previously filed by the vendor incomplete or inaccurate.

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

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

The form can be downloaded at the following web site:

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

DISCLOSURE OF INTERESTS:

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

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

The form can be downloaded at the following web site:

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

TEXAS ETHICS COMMISSION FORM 1295

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

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

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

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

Respondents SHALL SUBMIT RESPONSES TO THIS RFQ ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE RFQ PACKET. In the event of inclement weather and County Offices are officially closed on a RFO deadline day, RFQ's will be received unit 2:00 p.m. of the next business day. Qualifications will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3rd Floor – Room # 345 (as per Purchasing Dept. time clock.

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

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.

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

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

PLEASE NOTE CAREFULLY

THIS IS THE ONLY APPROVED INSTRUCTION FOR USE ON SUBMITTING YOUR REPOSE.

1. **ORIGINAL (marked "ORIGINAL") AND SEVEN (7) COPIES OF RFQs and one electronic "PDF file format only" MUST BE SUBMITTED.** Each RFQ submittal shall be placed in a separate envelope completely and properly identified with the name and number of the RFQ. RFQ responses must be in the Purchasing Department BEFORE the hour and date specified.
2. RFQs responses MUST give full firm name and address of the Respondent. Failure to manually sign RFQ will disqualify it. The person signing RFQ should show TITLE or AUTHORITY TO BIND THE RESPONDENT.
3. RFQs CANNOT be altered or amended after deadline time. Any alterations made before deadline time must be initialed by RESPONDENT or RESPONDENT'S authorized agent. No RFQ submittal can be withdrawn after opening time without approval by the Commissioners Court based on an acceptable reason reduced to writing.
4. The County is exempt from State Sales Tax and Federal Excise Tax. DO NOT INCLUDE TAX IN YOUR RFQ SUBMITTAL. Cameron County claims exemption from all sales and/or use taxes under Texas Tax Code Section 151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.
5. If RESPONDENT takes no exception to specifications or reference data, RESPONDENT will be required to provide details etc. as specified.
6. Written and verbal inquires pertaining to RFQs must give RFQ Number and Company.
7. NO substitutions or cancellations may be permitted without the written approval of the County's Purchasing Agent.
8. The County reserves the right to accept or reject all or any part of any RFQ submittal and waive minor technicalities. The County of Cameron reserves the right to award by total RFQ. Cameron County reserves the right to award if only one (1) RFP was received.
9. This is a RFQ inquiry only and implies no obligation on the part of Cameron County.
10. Partial or incomplete RFQ submittals will not be accepted. The County is seeking qualifications for the Respondent to write and administer a complete solution to the subject matter of this RFQ. All RFQ requests must be addressed in the Respondent's submittal.
11. It is expected that the RESPONDENT will meet all state and federal safety standards and laws in effect on the date of the
12. RFQ for the item(s) being specified, and the particular use for which they are meant.
13. It is the responsibility of the RESPONDENT to ask any and all questions the RESPONDENT feels to be pertinent to the RFQ or proposal. Cameron County shall not be required to attempt to anticipate such questions. Cameron County will endeavor to respond promptly to all questions asked.

14. If a Bid Bond is required in this RFQ it must be included in Proposer's Sealed RFQ package and be current / valid through award.

15. All property of Cameron County must remain (at all times) within the United States – without exception – unless prior Agenda approval has been given by Commissioners Court.

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

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

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

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

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

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

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

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

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

CAMERON COUNTY, TEXAS
REQUEST FOR QUALIFICATIONS
RFQ # 1611
JAIL PHYSICIAN SERVICES - INFIRMARY

I. GENERAL

Cameron County Commissioners Court is requesting Qualification Statements from firms that can adequately demonstrate that they have the resources, experience and qualifications necessary to provide Jail Physician services to: provide medical services and treatment in a timely fashion; ensure that medical services meet county and state jail standards; ensure quality, yet cost effective, medical services; maintain adequate records on medical services, as well as patient profiles; provide quality medical treatment and services to inmates confined in the Cameron County Jail Facilities; ensure quality of all medical practices that are undertaken for inmates of the Cameron County Jail Facilities; ensure 24 hour medical coverage for inmates of the Cameron County Jail Facilities.

It is understood that Cameron County reserves the right to accept or reject any, or all, responses to this RFQ as it shall deem to be in the best interest of Cameron County. Receipt of any Qualification Statements shall be received and acknowledged only so as to avoid disclosure of the contents to competing offerors and kept secret during the negotiation/evaluation process. However, all documentation shall be open for public inspection after a contract is awarded to the extent allowable under the Open Records Act.

The term of contract will be: **3 years with an option to renew for an additional two (2) years subject to Comm. Court approval.**

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

- A. Responsiveness to the Request for Technical Qualifications (30)
 - 1. Requested information included and thoroughness of response to the forms included in attachments (if any).
 - 2. Understanding of the services required
 - 3. Creativity of proposed approach to addressing services required
 - 4. Clarity and brevity of the response

- B. Assistant(s) (Key Personnel Plan) (15)
 - 1. Provision for the required disciplines and skills
 - 2. Provision for participation by Physician's key personnel
 - 3. Qualifications for key personnel adequate for requirement

- C. Physician's capability to provide the services (35)
 - 1. Background of the Physician
 - 2. Relevant experience of the Physician
 - 3. Relevant Certificates of the Physician
 - 4. Specific experience on active government services
 - 5. Methodology proposed to meet objectives, responsibilities, duties, and other related services
 - 6. Location in the general geographical area of the services and knowledge of the locality of the services
 - 7. References

- D. Track record of services completed on time and within budget (20)

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

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

II. SCOPE OF SERVICES

The intent of solicitation is to obtain the professional pharmacist services of a medical director with demonstrated relevant experience:

Jail Physician's Responsibilities: (Please respond to the following) Section P

1. Direct patient care
 - Cover sick call clinic five (5) times per week
 - Ensure 24-hour medical coverage
 - Physician Services must be provided at Carrizales-Rucker Clinic
 - Physician Services must be provided at the (3) Harrison Street Jail / Detention Clinic locations
 - Follow-ups for New Patients at all four (4) Clinics
 - On call for questions, emergencies, notification of Hospital transport etc. 24 x 7 (7days pr/wk-24 hrs pr/day)
 - Authorize inmate placement into segregation status
 - Evaluate dental emergencies and refer to local emergency room or dentist
 - Develop individual treatment plans for special needs' population (i.e. chronically ill, physically handicapped, frail elderly, terminally ill, developmentally disabled, those with communicable disease, those who are convalescing)
 - Supervise detoxification of inmates
 - Be able to keep most minor emergencies on site or in jail facility, i.e.: sutures, staples, casting, bracing (wrist, arm, ankle), physical therapy.
 - Be able to learn to use Cameron County jail medical records ("Fusion" solution) and able to type and input Dr. orders into electronic records ("Do it yourself")
2. Indirect patient care
 - Monitor charts
 - Review results of lab and other diagnostic tests
 - Co-signs charts within 72 hours of oral communication with staff
 - Identify and refer chemically or alcohol dependent inmates to appropriate services
 - Ensure appropriate reportable disease forms submitted county / state health department
 - Liaison between all healthcare providers to follow all policies, procedures and the formulary as set by the Cameron County Sheriff's Department
 - Collaborate efforts with mental health consultant to develop procedure for handling suicide in progress, including first-aid measures
3. Medical planning
 - Review and sign policies, procedures, and protocols yearly
 - Review quarterly Quality Improvement Program for jail health
 - Review monthly Infection Control Program for jail health
 - Review quarterly record review performed by nursing staff
 - Participate in yearly nurse evaluation
 - Active involvement with Director of Nursing and Clinic Supervisor, in Peer Review Process for Nurses, to include:
 - a. Reviewing complaints against nurses
 - b. Reviewing and establishing CEU needs
 - c. Reviewing charting skills
 - d. Reporting finds to Board of Nursing Examiners, if necessary or required
 - In conjunction with Nurse Supervisor, ensure nursing protocols are based on protocols of an established professional organization (i.e. American College of Family Practitioners)
 - Ensure manual of nursing care is updated annually and is consistent with Texas Nurse Practice Act
 - Review and approve all health-related forms
 - Attend, at least quarterly, the monthly jail health facility staff meetings
 - Review monthly health reports with Clinic Supervisor and Director of Nursing
 - a. Number of inmates receiving health care services by category
 - b. Referrals to specialists
 - c. Positive testing for HIV and Tuberculosis
 - d. Number of inmates sent to hospital for emergency service (and types of services needed)
 - e. Types of medications prescribed (and costs)
 - f. Types of lab and radiological services ordered
 - Ensure that Cameron County Jail Health Policy meets the Texas Department of Jail Certification standards.

III. QUALIFICATIONS' STATEMENTS

Response to this RFQ should be limited to the following maximum page limitations and specified format in order to simplify evaluation. Pages should be 8 1/2 x 11 inches in a point type that is legible and easily read. All sections should be properly identified. Respond to the following:

- A. Executive Summary to include name, address, and telephone number of the firm submitting the RFQ, a summary of the firm's interest in this project, and the name of one or more individuals authorized to represent the consultant in its dealings on a contractual basis. The Executive Summary should also include a statement that indicates if current workload allows for project to be completed on an accelerated schedule. (2 pages)
- B. Names and qualifications of principals and individuals employed by the firm that will participate in these services and their individual responsibilities (10 pages).
- C. Verifiable experience on a similar size and complexity of projects concentrating on the type of services specified herein. Experience should be specific by indicating level of involvement of services completed by you responding to this RFQ and description of services contributed. (10 pages)
- D. Verifiable experience with services for other entities and examples of services to include Name/Location, Owner Representative, Phone Number, and level of involvement by you. (5 pages)
- E. Reference to include contact person, address and phone number (2 pages)
- F. A narrative outline describing the methodology to be taken by the consultant firm discussing any concerns which must be addressed in a project of this nature. The methodology should be specific in firm's ability to stay within budget, and what methods of cost containment are utilized. (5 pages)

Methodology should be specific in approach to:

1. cost containment;
 2. review of plans and providing Cameron County with continuous, update on costs;
 3. measuring performance against quality, time and cost during design, and implementation phase of the services;
 4. assist in preparation of contract/documents;
 5. recommend changes that will result in cost effective solutions;
 6. assist in proposing phase;
 7. coordination of services phase;
 8. understanding of Guaranteed Maximum Price services to comply with the State of Texas Local Government Code Proposal Requirements and how liabilities, bonds, and insurance are relevant to the scenario in relation to Owner, medical director; and
 9. What opportunities of economics of scale will be beneficial to Cameron County through coordination of separate projects and the parameters or restrictions involved in taking advantage of this benefit?
- G. A disclosure statement which shall disclose all, potential conflicts of interest related to this project. The disclosure statement must be addressed specifically in your response, even if no conflict exists. (1 page)
 - H. You shall disclose any outstanding claims against you (1 page).
 - I. You shall include a list of all, current insurance applicable to these services (1 page).
 - J. You shall include a sample contract (absent of proposed fees) to demonstrate the contractual relationship between the Owner and medical director.
 - K. **Jail Physician's Qualifications:**
 - Licensed by State Board of Medical Examiners to practice medicine in Texas
 - Current DEA and Department of Public Safety registration certificate for controlled substances
 - Board certification in a primary care specialty (i.e. Internal Medicine, Family Practice)
 - Self-insured for malpractice at a minimum level of \$100,000 / \$300,000
 - Certified Correctional Health Care Professional (preferred)

L. Contract requirements for Jail Physician:

- The use of the awarded Physician's name on the DEA / Texas Controlled Substance License in all (4) Facilities.
- Render services to the jail and detention facilities
- Provide medical consultations, attention and treatment for adult inmates referred for diagnosis and treatment
- Time, dates, amounts, manner and methods of providing services shall be at sole discretion of physician
- Refer inmates, from time to time, to outside facility for additional diagnosis and testing
- Will recommend auxiliary medical personnel to assist medical director
- Will select an additional medical consultant to assist in providing medical advice and care for inmates when medical director is unavailable
- Will not provide medical services for Juvenile Detention Center
- Will update medical protocols, policies, and procedures yearly
- Will not supervise or train auxiliary staff and medical personnel who are employees of Cameron County
- Will not provide psychological evaluation and psychiatric treatment of inmates
- Cannot and will not be responsible for providing treatment outside of jail's facilities
- Will not be responsible for auxiliary personnel working in jail health facilities

M. Cameron County Jail Operation Plan:

- Inmates who, in the opinion of medical staff, are in need of emergency services will be sent to the appropriate facility
- All persons detected, as having communicable disease or other serious medical problem will be isolated and referred to local hospital or other medical institution for treatment
- Cameron County Jail will provide emergency medical, dental and vision care in order to provide for an acute illness or an unexpected health need that cannot be deferred until the next scheduled sick call or clinic
- Sick call will be conducted a minimum of five (5) days per week by physician and/or other qualified health personnel in a clinical setting

N. Texas Department of Correction Standards:

- See patients in clinic five (5) times per week
- Reviews policies, procedures, protocols
- Monitors charts
- Holds staff meetings and in-services
- Reviews results of lab and other diagnostic tests
- Co-signs charts
- Develops individual treatment plans for special needs population (i.e. chronically ill, physically handicapped, frail elderly, terminally ill, developmentally disabled, those with communicable disease, those who are convalescing)
- Participates in Quality Improvement Program
- Participates in Infection Control Program
- Participates in record review and peer review
- Writes protocols for periodic health assessments based on protocols established by professional organizations
- Authorizes inmate placement into segregation status
- Ensure manual of nursing care is updated annually and is consistent with Texas Nurse Practice Act
- Review and approve all health-related forms
- Identify and refer chemically or alcohol dependent inmates
- Supervise detoxification of inmate
- Evaluate dental emergencies and refer to local emergency room or dentist as warranted
- Ensure appropriate reportable disease forms submitted to Health Department
- Regular chart review
- In conjunction with nursing supervisor, develop nursing protocols; review nursing protocols annually

O. Other Specifics:

- a. Must undergo police screening
- b. Not reimbursed for travel
- c. Must sign in at the site where services are provided
- d. Must submit reports in a timely fashion

P. Response to Medical Director's Responsibilities

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.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

THIS FORM MUST BE RETURNED WITH YOUR RFQ

STATE OF TEXAS
COUNTY OF CAMERON

AFFIDAVIT

The undersigned certifies that the RFQ prices contained in this RFQ have been carefully checked and are submitted as correct and final and if RFQ is accepted (within 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 submitted by _____ hereinafter called "Proposer" is the duly authorized agent of said company and that the person signing said RFQ 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.

Name and Address of Proposer:

Telephone number _____ Fax number _____

Signature

Name: _____ Title: _____

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

Notary Public in and for County _____ State _____

THIS FORM MUST BE RETURNED WITH YOUR 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

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

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

Signature of person submitting this RFQ

Date

THIS FORM MUST BE RETURNED WITH YOUR RFQ

ORDER NO. 2007O2005

THE STATE OF TEXAS §
COUNTY OF CAMERON §

ORDER ADOPTING CONTRACTING RULES FOR PERSONS INDEBTED TO COUNTY

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

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

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

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

ADOPTED this 13 day of March, 2007.

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

Cameron County Acct #'s: Real Estate Personal Property

01. Is the person or the firm submitting this 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 RFQ 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 RFQ and/or application had one or more public transactions terminated of cause or default.

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

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

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)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Dale Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you become aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3. Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">Name of Officer</p>	
<p>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.</p> <p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>	
<p>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.</p>	
<p>6. <input type="checkbox"/> 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).</p>	
<p>7.</p>	
<p>Signature of vendor doing business with the governmental entity</p>	

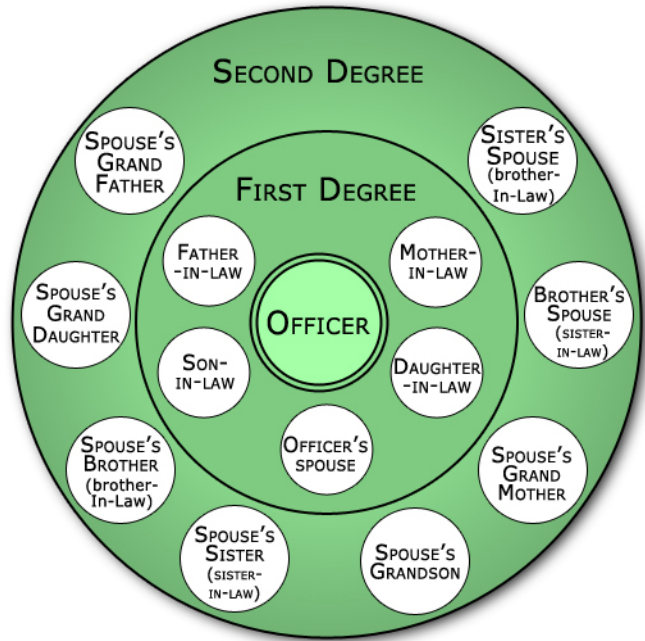
NEPOTISM CHART

The chart below shows

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

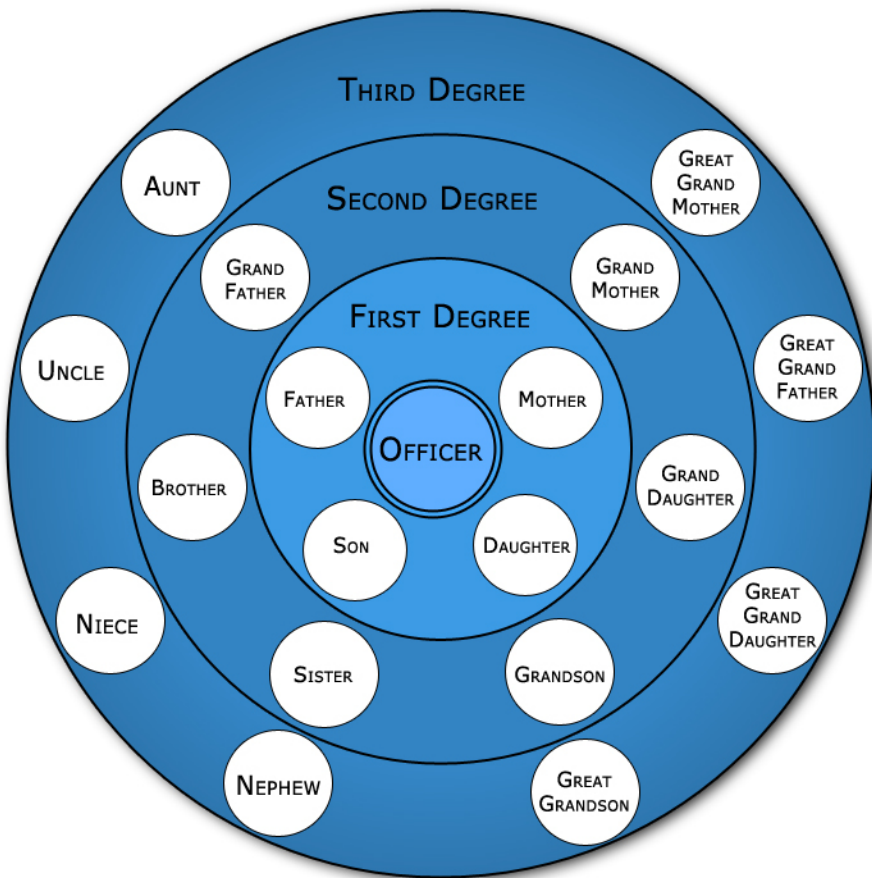
AFFINITY KINSHIP

Relationship by Marriage



CONSANGUINITY KINSHIP

Relationship by Blood



DISCLOSURE OF INTERESTS

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

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

Date _____

FIRM NAME: _____

ADDRESS: _____

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

DISCLOSURE QUESTIONS

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

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

DISCLOSURE OF INTERESTS (CONTINUED)

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

Name	Title	Department

CERTIFICATE

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

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

Signature of Certifying Person: _____ Date: _____



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 RFQ

GENERAL TERMS & CONDITIONS (RFQ)

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

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

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

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

CANCELLATION AND TERMINATION: In any contract resulting from the RFQ, the County shall have the right to cancel all or any part of the undelivered portion of the contract if Respondent breaches any of the terms hereof, including, but not limited to warranties, and/or Respondent becomes insolvent or files for bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Cancellation of work hereunder shall be 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 performance of work under any resulting contract may be terminated in whole, or in part, by the County in accordance with this provision. The County shall have the right to cancel all or any part of the contract if Respondent breaches any of the terms hereof, including, but not limited to warranties, and/or Respondent becomes insolvent or files for bankruptcy. Such right of termination is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Termination of work hereunder shall be 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 this RFQ may be evaluated by one or more evaluators once the basis and details of this process have been approved by the Purchasing Officer and acknowledged by the Evaluation Committee. Detailed information pertaining to this selective evaluation process is available to respondents and the Commissioners Court upon request. Evaluation sheets and summary of all responses are subject to review by the Cameron County Purchasing Department and Evaluation Committee's recommendation to Cameron County Commissioners Court. Compliance with all RFQ requirements, delivery and needs of the using department are considerations in evaluating responses. The Cameron County Purchasing Department reserves the right to contact any Respondent, at any time, to clarify, verify or request information with regard to that Respondent's response. The Cameron County Purchasing Department further reserves the right to hold negotiation discussions with any responsible Respondent's response determined to be reasonably susceptible of being selected for award in accordance with law.

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

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

Protests are made:

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

Grounds for protest:

1. Errors were made in computing the score.

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

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

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

Review Process:

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

Final Determination - The final determination shall:

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

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

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

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

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

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

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

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

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

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

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

APPLICABLE LAW

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

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

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

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

FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this RFQ and any resulting contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, 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.

END OF RFQ PACKAGE