CAMERON COUNTY PURCHASING
1100 East Monroe St,
Brownsville, Texas 78520
(956) 544-0871 Fax: (956) 550-7219

ADDENDUM # 1 - PAGE 1

DATE OUT: 01/06/2023

BID TITLE: FIRE ALARM SYSTEMS INSPECTIONS

ANNUAL BID # 1425 I

DEADLINE: ~~JANUARY 10, 2023~~ – JANUARY 18, 2023

(IN ORDER TO AVOID DISQUALIFICATION – ALL ADDENDUMS MUST BE SIGNED AND RETURNED BY DEADLINE AND INCLUDED IN THE SEALED RFP PACKAGE SUBMITTED)

1. CHANGE DEADLINE TO:

FROM
JANUARY 10, 2023 AT 11:00A.M.

TO:

JANUARY 18, 2023 AT 11:00A.M.

Company Name_____ **Phone #** _____
Vendor Signature_____ **Date** _____

Must include and return with BID package

CAMERON COUNTY PURCHASING
1100 East Monroe St,
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ADDENDUM # 1 - PAGE 2

DATE OUT: 01/06/2023

BID TITLE: FIRE ALARM SYSTEMS INSPECTIONS

ANNUAL BID # 1425 I

DEADLINE: ~~JANUARY 10, 2023~~ – JANUARY 18, 2023

(IN ORDER TO AVOID DISQUALIFICATION – ALL ADDENDUMS MUST BE SIGNED AND RETURNED BY DEADLINE AND INCLUDED IN THE SEALED RFP PACKAGE SUBMITTED)

2. REQUEST FOR CLARIFICATIONS SUBMITTED ON 01/04/2023

Please see highlighted answers

From: Tanya Wychopen <tanyaw@sialarm.net>
Sent: Wednesday, January 4, 2023 1:36 PM
To: Roberto Luna <roberto.luna@co.cameron.tx.us>; Dalia Loera <dalia.loera@co.cameron.tx.us>
Cc: Tanya Wychopen <tanyaw@sialarm.net>
Subject: Questions regarding bid #1425I

Good afternoon,
I had questions needing clarification for the Fire Alarm System Inspections bid, #1425 I

1. Do you require semi-annual inspections or annual? Annual On the pricing sheet, says w/o repairs w/o call backs $/pr/year 1-ea. Please clarify This simply means cost for the inspection alone. If deficiencies are found, they will be handled with a separate work order and P.O.
2. Testing to be done after hours? Then states on page 12, after that statement, to be done during regular hours. Please clarify. This has been updated on the bid. All but 4 locations will be done afterhours 5:00PM CST.
3. Batteries, replace all batteries every year, do you have a list of battery size? Please clarify. This has been updated on the bid. They are 12V 7.2AH and 12V 55AH.
4. Do you have a list of devices for each system? The pricing is based on devices tested, this info would help me to price it accurately and not over priced with the unknown. Unfortunately, we don't have a list of devices for each location.

Thank you,

Tanya Wychopen
Security International Inc.

956-381-6655
Tanyaw@sialarm.net

CAMERON COUNTY PURCHASING
1100 East Monroe St,
Brownsville, Texas 78520
(956) 544-0871 Fax: (956) 550-7219

ADDENDUM # 1 - PAGE 3

DATE OUT: 01/06/2023

BID TITLE: FIRE ALARM SYSTEMS INSPECTIONS

ANNUAL BID # 1425 I

DEADLINE: ~~JANUARY 10, 2023~~ – JANUARY 18, 2023

(IN ORDER TO AVOID DISQUALIFICATION – ALL ADDENDUMS MUST BE SIGNED AND RETURNED BY DEADLINE AND INCLUDED IN THE SEALED RFP PACKAGE SUBMITTED)

3 ORIGINAL BID PACKAGE WILL BE ENTIRLY REPLACE:

Please replace original bid # 1425 I for Fire Alarm System Inspection with the attached "REVISED BID PACKAGE"

Total pages: 52 pages

Company Name_____ **Phone #** _____
Vendor Signature_____ **Date** _____

Must include and return with BID package

CAMERON COUNTY
PURCHASING DEPARTMENT

INVITATION TO BID

BID NUMBER: # 1425 I

BID TITLE: FIRE ALARM SYSTEMS INSPECTIONS

DATE DUE: January 10, 2023 **DUE NO LATER THAN 11:00 A.M.**

Bids 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.

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

Please return ORIGINAL ONE (1) bid in sealed envelope. Be sure that return envelope shows the Bid Number, Description and is marked "SEALED BID".

RETURN BID 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 email: Roberto C. Luna or Dalia Loera at roberto.luna@co.cameron.tx.us or dalia.loera@co.cameron.tx.us

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

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

Telephone No. _____Fax No. _____e-mail_____

Print Name: _____Signature: _____

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

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

BIDDERS SHOULD SEND A REPRESENTATIVE TO THE SPECIFIC BUILDING LOCATION TO REVIEW (STUDY)THE BUILDING AND CONDITIONS FOR THE CATEGORY AND SYSTEM THAT THEY ARE BIDDING ON.

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

CHECK LIST

Bidders 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 Bidder's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your bid packet.

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

_X__ **Instructions to Bidders**
You should be familiar with all of the Instructions to Bidders.

_X__ **Special Requirements**
This section provides information you must know in order to make an offer properly.

_X__ **Specifications / Scope of Work**
This section contains the detailed description of the product/service sought by the County.

Attachments

_X__ **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 BID

____ Is your bid sealed with bid #, title, Bidder'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 Bidding please let us know why e-mail to: Purchasing@co.cameron.tx.us

INSTRUCTIONS FOR SUBMITTING BIDS

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 "Bidders") on behalf of Solicitations including, but not limited to, Invitations to Bid and Requests for Quotes.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples. Prior to returning your sealed bid response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing web https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/ Addendums Column (updated Addendums). These Addendums must be signed and returned with your bid in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Annual 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 Bid is complete, and double check your Bid 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 bidder 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 bid NOT MEETING the Minimum Requirements specified will be rejected.**

GOVERNING LAW: **This invitation to bid is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, δ262.021 et seq., as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Cameron County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.**

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions result in a change or addition to this Bid, 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 Bids 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 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 bid.

CONFLICT OF INTEREST QUESTIONNAIRE:

For vendor or other person doing business with local governmental entity
This questionnaire must be filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.
By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.
A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

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

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this Conflict of Interest form, you must file with County Clerk's Office subject to above instructions.
can be downloaded at the following web site:
https://www.cameroncounty.us/wp-content/uploads/Purchasing/docs/Conflict_of_Interest_Questionnaire_New_2015__.pdf

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.

can be downloaded at the following web site:
https://www.cameroncounty.us/wp-content/uploads/Purchasing/CIS.pdf

TEXAS ETHICS COMMISSION FORM 1295

All Bids 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 Bid 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/

BIDDER SHALL SUBMIT BID ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE BID PACKET. In the event of inclement weather and County Offices are officially closed on a bid deadline day, bids will be received unit 2:00 p.m. of the next business day. Bids 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.

BIDDER SHALL SUBMIT BID ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE BID PACKET. In the event of inclement weather and County Offices are officially closed on a bid deadline day, bids will be received unit 2:00 p.m. of the next business day. Bids 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.

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

BIDDERS MAY ATTEND PUBLICLY HELD COMM COURT MEETING FOR AWARD OF THIS SOLICITATION. All responding bidders 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: https://www.cameroncountytx.gov/commissioners-court-agendas/

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

OPEN RECORDS ACCESS TO ALL INFORMATION SUBMITTED. All information included will be open to the public, other bidders, 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 bid package.

PLEASE NOTE CAREFULLY

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

1. Each bid shall be placed in a separate envelope completely and properly identified with the name and number of the bid. Bids must be in the Purchasing Department BEFORE the hour and date specified.

2. Bids MUST give full firm name and address of the bidder. Failure to manually sign bid will disqualify it. Person signing bid should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT.

3. Bids CANNOT be altered or amended after deadline time. Any alterations made before deadline time must be initiated by bidder or his authorized agent. No bid 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 BID. Cameron County claims exemption from all sales and/or use taxes under Texas Tax Code δ151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.

5. Any Catalog, brand name or manufacturer's reference used in a bid invitation is descriptive-NOT restrictive-it is to indicate type and quality desired. Bids on brand of like nature and quality will be considered. If bid is based on other than reference specifications, proposal must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete descriptions should be made part of the bid. If bidder takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc. as specified.

6. Samples, when requested, must be furnished free of expense to the County. If not destroyed in examination, they will be returned to the bidder on request, at his expense. Each sample should be marked with bidder's name, address, and County bid number. DO NOT ENCLOSE OR ATTACH SAMPLE TO BID. County user Dept.(s) reserves the right to make the final determination as to equivalents.

7. Written and verbal inquires pertaining to bids must give Bid Number and Company.

8. NO substitutions, changes or cancellations permitted without written approval of Purchasing Agent.

9. The County reserves the right to accept or reject all or any part of any bid, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total bid. Prices should be itemized. County also reserves the right to award either with or without trade-in, if applicable. Cameron County reserves the right to award if only one (1) Bid was received. Cameron County retains the option to re-bid at any time if in its best interest and is not automatically bound to renewal or re-bid. The County reserves the right to add additional County Departments (at a later time during this bid award) as the need arises. The County also reserves the right to consider CO-OP Interlocal Agreements / pricing if determined to be more advantageous to the County.

10. Bid unit price on quantity specified – extend and show total. In case or errors in extension, UNIT prices shall govern. If both alphabetic and numeric (unit prices) are required and a discrepancy is found between both on the same line item whichever unit price confirms the line total will govern. If neither confirms then the alphabetic price will govern. If there is no line total requested then the alphabetic unit price shall govern. If combined / sum of line totals do not match the Bid total then the Bid total will be corrected to reflect the sum of the line totals. If there is a discrepancy between the alphabetic and numeric Base Bid Total / Total Bid amount, the alphabetic Base Bid Total / Total Bid will take precedence. Bids subject to unlimited price increase will not be considered, but limited to Preventive Maintenance Annual Local Labor Union Wage Rate adjustments. ALL PRICING WILL REMAIN FIRM UNLESS THIS BID ALLOWS FOR OPEN MARET PRICE INCREASES (AS SO SPECIFIED WITHIN). When inserting number of days or percentage % in Bid (ex: number of days to deliver or install or complete work, etc. or percentage over vendor's cost or percentage discount off list price) avoid using a range (ex: 30-90 days or 15% to 20 % cost plus) but use only one number for number of days or percentage. If a range is used the County will consider the higher number or worst-case scenario from the County's standpoint in making bid comparisons / tabulations.

11. This is a bid inquiry only and implies no obligation on the part of Cameron County.

12. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by County.

13. Partial bids will not be accepted unless awarded by complete category or line item. **To be awarded as one award for all combined Total Bid .**

14. It is expected that the bidder will meet all state and federal safety standards and laws in effect on the date of the bid for the item(s) being specified, and the particular use for which they are meant.

15. It is the responsibility of the bidder or proposer to ask any and all questions the bidder or proposer feels to be pertinent to the bid or proposal. Cameron County shall not be required to attempt to anticipate such questions for bidders or proposers. Cameron County will endeavor to respond promptly to all questions asked.

16. If a Bid Bond is required in this Bid it must be included in Bidders Sealed Bid package and be current / valid through award.

17. Alternate Bid pricing: Bidders should include all alternate pricing on your Bid price page. Cameron County will not award Bid to a Bidder if an alternate price is left blank and County will be making an award to include alternate(s) which has been left blank. In order to avoid not being considered for award include all alternate pricing on your Bid price page.

18. 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.

PURCHASE ORDER AND DELIVERY: **The successful offeror shall not deliver products or provide services without a Cameron County Purchase Order, signed by an authorized agent of the Cameron County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped** F.O.B. INSIDE DELIVERY **unless otherwise stated in the specifications.**

This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality.

Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Cameron County without prejudice to other remedies provided by law. **Where delivery times are critical, Cameron County reserves the right to award accordingly**.

NO PLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may seasonably notify Buyer of their intention to cure and may then make a conforming tender within the contract time but not afterward.

PLACE OF DELIVERY: The place of delivery shall be that set forth on the purchase order. Any change thereto shall be affected by modification as provided for in clause 20, "Modifications", hereof. The terms of this agreement are "no arrival, no sale".

DELIVERY TERMS AND TRANSPORTATION CHARGES: Bid must show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. A five-day difference in delivery promise may break a tie. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bidder list.

An accurate delivery date must be quoted on the "Bid Form". When there are various items, a delivery date must be included with each item quoted. Freight and shipping charges to Cameron County must be included in the bid price. Final location will be supplied to the vendor on award of bid, F.O.B. destination. Delivery locations will be: Various County Building locations. Delivery days after receipt of order (ARO). Specify all (various) dates by categories or item if different _____.

If delay is foreseen, contractor shall give written notice to Director of Purchasing. The County has the right to extend delivery date if reasons appear valid. Contractor must keep County advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorized the County to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless otherwise noted in bid.

VARIATON IN QUANTITY: The County assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

SELLER TO PACKAGE GOODS: Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

SHIPMENT UNDER RESERVATION PROHIBITED: Seller is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.

TITLE AND RISK OF LOSS: The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

INSPECTION: Upon receiving item(s), they will be inspected for compliance with the Bid Specifications. If the item(s) do not pass inspection, the vendor will be required to pick up the rejected item(s) at the delivery point, provide the necessary replacement, and return the item(s) to the original point of delivery.

All items proposed shall be new, in first class condition, including containers suitable for shipment and storage (Cameron County prefers recycled packaging whenever possible), unless otherwise indicated in bid. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory material will be returned at Seller's expense.

Cameron County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

TESTING: **Cameron County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.**

SPECIAL TOOLS AND TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

INVOICES AND PAYMENTS: (a) Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight weigh bill when applicable, should be attached to the invoice. Mail to: Cameron County, ATTN: Auditor's Office, **1100 E. Monroe St, 3rd Floor,** Brownsville, Texas 78520. Payment shall not be due until the above

instruments are submitted after delivery or services rendered. Suppliers should keep the Finance Department advised of any changes in your remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extend funds are not available and any delivered buy unpaid for goods will be returned to Seller by Buyer. (c) Do not include Federal Excise, State or City Sales Tax. County shall furnish tax exemption certificate if required.

Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for good and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Cameron County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Services.

Titles and Invoices: all titles and invoices will be in the name of **Cameron County, 1100 E. Monroe St, Brownsville, Texas 78520**, and signed ONLY by the County Auditor's Office personnel.

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

CAMERON COUNTY AUDITOR
ACCOUNTS PAYABLE
1100 E. MONROE ST, 3rd FLOOR,
BROWNSVILLE, TEXAS 78523

Please note that any payment due under this bid 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 BID in excess of the amounts quoted.

CAMERON COUNTY, TEXAS
BID SPECIFICATIONS
FISCAL YEAR 2022-2023
ANNUAL BID # 1425 I
FIRE ALARM SYSTEMS INSPECTIONS

Cameron County is soliciting bids for **Service Maintenance Inspections Agreement** covering its **FIRE ALARM SYSTEMS INSPECTIONS and** to be used by the **Maintenance & Operations Department** for **fiscal year 2022-2023** beginning on **contract award Date through January 31, 2024,** with mutually agreed option to renew **twice for one (1) additional year with each renewal -** prices and all terms remaining constant, based upon Commissioners' Court's final approval.

Payment will be made by Cameron County on original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to. The invoice should include the model, serial number, and the location of the Fire Alarm System. Only charges as stated on the Price/Delivery sheet(s) submitted as part of the bid will be considered.

Allowance – NOT TO EXCEED - three percent (3%) annual price increase (MAXIMUM ALLOWED).

Reports may be requested and Cameron County reserves the right to request and receive these reports at no additional cost, at the completion of each inspection. A usage report should detail the products and/or services furnished to date under the contract resulting from this Bid. The reports must be furnished no later than fifteen (15) working days after written request and itemize all services provided to each Cameron County Location, description of items purchased, manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

CAMERON COUNTY, TEXAS
BID SPECIFICATIONS FOR
FISCAL YEAR 2023 2024
FIRE ALARM SYSTEMS INSPECTIONS
BID # 1425 I

I. GENERAL

It is the intent of these specifications to describe the minimum requirements for Fire Alarm System Inspections in sufficient detail to secure comparable bids.

The contract will be in effect from **contract award Date through January 31, 2024 with an option to renew for two additional one-year terms** at the discretion of the Cameron County Commissioners Court. Prices must remain firm during contract period.

Each bidder shall be held to have examined the areas and premises under consideration and confirm he/she fully understands these specifications and the County's needs and satisfies himself/herself that he/she is cognizant of all factors relating to requirements contained in these specifications. This shall be done in the presence of an authorized County representative. Each bidder shall examine all contract documents, noting particularly all requirements which will affect his/her work in any way. Failure of the bidder to fully acquaint himself/herself with the amount and nature of the work required to complete his/her work will not be considered subsequently as a basis for any extra or additional compensation. This is a fixed sum contract. **Inspection arrangements can be made by contacting the Director or Manager of Maintenance and Operations, Pedro Hinojosa or Jaime Buentello, at (956) 544-0823 for all Cameron County buildings.**

Should a bidder find discrepancies in, or omissions from, the documents or should he be in doubt as to the meaning, he should at once notify the County who will send written instructions to all bidders. Any such written instruction will be considered as an integral part of this bid package. The County will not be responsible for any verbal instructions.

The wording of this specification/agreement shall be retained throughout, without change, alteration, or addition. Should the bidder submit a bid not in compliance with this article, that bid shall be considered void.

The bid analysis will include compliance to bid specifications, past performance with vendor, warranty, references and the overall cost to Cameron County. Cameron County reserves the right to consider deviations from these specifications.

Award of contract and any subsequent renewals will be contingent on availability of Cameron County funds.

References shall be included on this bid from. Three current customers with a comparable purchase shall be listed with complete name, address, telephone number and contact person.

Bids must be submitted on this form and the bidder shall return the entire bid/specification package which will constitute a contract equally binding between the bidder and Cameron County if accepted by the Commissioners Court of Cameron County, Texas. Each bid shall be placed in a sealed envelope, manually signed in ink by a person having the authority to bind his firm in a contract.

This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either part with a thirty (30 days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Cameron County reserves the right to award cancelled contract to next lowest and best bidder as it deems to be in the best interest of the county.

Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This however, shall in no way be construed as negating the basis for termination for non-performance.

All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Cameron County Commissioners Court reserves the right to accept any and all or none of the exception(s)/substitutions(s) deemed to be in the best interest of the County.

No money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Funds for payment have been provided through the Cameron County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Cameron County fiscal year shall be subject to budget approval.

II. CONTRACTOR QUALIFICATION:

To ensure a high level of reliability in the procurement process, it is the desire of the County to do business with stable and established firms. Accordingly, vendors will be examined with respect to their ability to meet County needs over the contract term. Vendor qualification criteria include:

1) Length of time in business. Contractor must have been in business under its current name and in its current form (e.g., proprietorship, Chapter S Corporation) for no less than three (3) full years. State number of years

2) General business qualifications (i.e., federal, state and city requirements, length of time in service, etc.), including sample log forms, inspection forms, accreditation forms, certification forms, scheduled service forms. Submit sample of forms.

3) Demonstrated ability to provide required products/services, including a copy of all local contractor's licenses and certificates qualifying and authorizing contractor to perform this type of work. Submit with bid.

4) **Proven ability, certified and licensed to both inspect Fire devices and Components and Systems bidding on and meet City and State Fire Code.**

5) Ability to comply with the County's invoicing policies.

The County interprets "best bid" as that bid which best supports its overall needs, taking into consideration price, quality of service, response time, etc. and other factors deemed advantageous to the County and/or its patients.

III. CONTRACTOR'S RESPONSBILITIES:

Contractor shall use trained individuals directly employed and supervised by the bidding firm. They must be qualified to complete all required inspections.

The contractor or his representative shall report to the County or his representative daily when on site. The contractor is required to check in and check out each time the contractor enters or exits the facility in accordance with subsequent arrangements with the County's representative.

Typed reports by the contractor, on a quarterly basis, are a requirement of this agreement. These may take the form of standard inspection forms utilized by the contract if these forms clearly and specifically indicate which devices and equipment have been inspected/cleaned/tested and which portions or areas of the facility have been inspected. Should unusual situations occur or if equipment/devices/circuits be taken out of service or be inoperative, a supplemental (typed) explanation is required. A complete inspection log will be kept on the County's premises and will be the property of the County.

The contractor shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, creed, color, unrelated disability, national origin, or for any other reason that is not work function related.

If for some unknown reason or reasons, equipment must be taken out of service for an extended period, the County shall be notified immediately of the situation.

When it becomes necessary to disconnect any device, the contractor must notify the County's authorized representative and any other entity as required by code, law or regulation of the contractors' intention and plan to do so and receive proper written approval to proceed. When the devices, initiating circuits, signal circuits, and/or interlock circuits are put back in proper service

the contractor shall notify the County's representative and any other entity as required by code, law, or regulation of this occurrence.

If the contractor is unable to restore or if he discovers any of this equipment (circuits, etc.) to be inoperative, the contractor shall notify the County's representative. All of these notifications shall be prompt and if the contractor cannot locate the County's representative prior to the contractor leaving the job site, the contractor shall leave a written explanation, using the appropriate form as per item III. e above, of the situation in such a manner that it will be called to the attention of the County's representative promptly upon his return.

The contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as shown or specified. Applicable sections of the State and Federal Law shall apply to all contracts entered into in connection with this work.

The contractor will comply with item VII below and will include the HCHD engineering department's review and approve of the contractor's maintenance and test schedule prior to inclusion of the schedule in the bid package.

The contractor will comply with the requirements of the current edition of Chapter 8, section 8-3.4.2 (a), (b), (c), (d), and (e), of NFPA 72E.

IV. COUNTY'S RESPONSIBILITIES:

The County shall immediately notify the contractor of any unusual operating conditions associated with the equipment under inspection by this agreement.

It is agreed that the County will provide access to all devices which are to be inspected. The contractor shall be free to start and stop all primary equipment incidental to the operation of the mechanical system(s) as arranged with and directed or approved of in advance by the County.

The County shall have authority to discharge and remove from the bidding projects and at any time from the contract work any employee of the contractor who shall be found incompetent or in any way detrimental to the best interests of the work. An explanation, written or otherwise, to the contractor will not be provided by the County, unless the County elects to do so following any such incident.

The County shall not be liable for any loss, delay, injury, or damage, whether direct or consequential, that may be caused by conditions beyond the County's direct control including, but not limited to, acts of government, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, floods, and other "acts of God".

IV. SPECIFICATIONS:

Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. In the event that any equivalent version is proposed, prospective bidders are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the bid for further consideration. If bidding on other than model or type or design referenced, bidder must be prepared to make proposed equipment available in a convenient location for inspection, and/or demonstrate the merits of the item by means acceptable to Cameron County within ten (10) days after a written request is submitted by Cameron County to the bidder, so the equipment can be adequately evaluated. Failure to comply with this requirement shall be considered just cause for rejection of a bid from further consideration. Final determination of equivalency will be determined by Cameron County.

The apparent silence of the specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

I. GENERAL

A. Intent: Fire Alarm Systems shall be inspected to provide safety, reliability, and comply with all applicable city, county, state and federal codes. The Contractor shall provide qualified, factory trained service personnel to perform all inspections. Personnel shall be Fire Alarm System constructor mechanics, as determined by the Industrial Commission of Texas, Fire Alarm System Safety Inspection Section of OSHA, in the direct employment of the contractor.

B. Vehicles and Personnel must be properly identified entering Cameron County facilities. The Fire Alarm System Company will provide a complete list of names (including supervisors) who may be servicing Fire Alarm System equipment.

II. REQUIRED SERVICES:

Testing to be done after hours and weekends. The inspection services, except for emergency services, are to be achieved after normal business hours, i.e. after 5:00 p.m., Monday through Friday, except County holidays. The exceptions to this rule are the 4 public works precinct locations. Those 4 locations will be achieved between the hour of 8:00AM and 3:00PM. When equipment requires immediate shutdown due to emergency/life safety, the Contractor shall immediately notify the Maintenance and Operations Department or designee of the action taken.

A. These specifications cover the regular and systematic inspection of each of the listed Fire Alarm Systems. During the inspection visit, the contractor shall clean, adjust and lubricate the equipment as specified below, determine the nature and extent of any trouble, make all inspections required. All equipment materials and installation shall conform to the most recently adopted edition of the following codes:

ASME/ANSI, – The American National Standard Safety Code for Fire Alarm Systems.
ASME/ANSI, – For Fire Alarm Systems, Inspector's Manual.
NFPA 72 (Fire Alarm) NEC 70 Article 760 (Wiring)

B. The contractor shall examine safety devices periodically and conduct an annual test. These tests shall be designated and overseen by the ICA/OSHA Fire Alarm System Safety Inspection. These tests shall comply with the requirements of the American Standard Safety code. All testing shall be such as to permit annual licensing by the jurisdiction having authority. This includes performing **all** safety tests as required by the American Standard Safety Code of Fire Alarm Systems.

III. SAFETY REQUIREMENTS:

A. In the performance of this contract, the contractor shall take such safety precautions as the Director of Public Facilities, Safety Inspector, requires or his/her designee may determine to be reasonably necessary to protect the lives and health of occupants of the building. The Supervisor or his/her designee will notify the contractor of any noncompliance with the foregoing provisions and the action to be taken, the contractor shall after receipt of such notice immediately correct the conditions to which attention has been directed. Such notice, when served on the contractor or his/her representative at the site of the work, shall be deemed sufficient for the purpose aforementioned.

B. The contractor shall examine safety devices annually per ICA/OSHA requirements. These tests shall be designated and overseen by the ICA/OSHA Fire Alarm System Safety Inspection. These tests shall comply with the requirements of the American Standard Safety Code for Fire Alarm Systems and shall be witnessed by the City's Safety Inspector. All testing shall be such as to permit annual licensing by the jurisdiction having authority. This includes performing all safety tests as required by the American Standard Safety Code of Fire Alarm Systems.

The contractor shall train selected County employees on how to evacuate people from a stalled Fire Alarm System in order to eliminate emergency calls. The contractor shall state proposed training and submit with bid package.

C. All Fire Alarm Systems must be inspected annually as required. Annual inspection service personnel must check in and out with the Director or Manager of Maintenance and Operations. The contractor(s) shall make an appointment with the Director or Manager of Maintenance and Operations for the annual inspection to qualify for Texas Inspection Certificate. A Check-in log book shall be established upon commencement of contract. A regular inspection date shall be established after award of contract(s). This will allow for a County employee to observe when necessary.

IV. FURNISHING AND INSTALLING ALL PARTS/MATERIALS

D. Must furnish for a period of 12 months all labor, equipment, and supplies necessary **to inspect and clean, Fire Alarm-Systems** in accordance with all the terms, conditions, provisions and specifications in this bid.

ALL BATTERIES (12V 7.2AH & 12V 55AH) WILL BE REPLACED YEARLY - ONCE EACH YEAR AND INCLUDED IN THE BASE BID PRICE

VI. WRITTEN REPORTS:

A. Report of Inspection:

The contractor shall furnish a written report 30 days after award of contract and quarterly thereafter to the Maintenance and Operations Department.

B. Records and Reports:

1. Contractor shall keep an approved copy of all work schedules on display in the respective Fire Alarm System equipment room.–The schedules will be maintained throughout the year and will be used as a guide and checklist by the service man who shall initial this form when scheduled inspections are performed.

2. Contractor shall display and maintain an accurate and complete log of all work performed in addition to routine inspections. The log, which shall also be kept in the equipment room, shall include describing the nature of all complaints and their resolution.

VII. MATERIALS TO BE FURNISHED:

A. All parts, supplies and tools necessary to perform the work described above shall be furnished by the contractor and shall be as recommended by the manufacturer of the equipment.

VIII. EQUIPMENT PERFORMANCE STANDARDS:

A. Contractor shall perform all safety tests as required by American Standard Safety Code for Fire Alarm Systems.

B. General: The contractor shall maintain the system in accordance with the original contract settings. If the actual performance of the Fire Alarm System does not correspond with the original contract settings, the contractor shall adjust to meet standards or as described.

C. Performance Criteria: The Fire Alarm Systems shall be adjusted to meet the following performance standards and shall maintain these standards for the term of the contract.

IX. AGENCY ASSURANCES:

A. Designate a representative to communicate with and receipt instructions from the contractor.

B. The representative or his designee will notify the contractor promptly of any change in the usual operating conditions.

C. The Manager or his designee will provide reasonable mean access to equipment.

D. The Manager or his designee will not make additions, alterations, or adjustments to the system without notifying the contractor in advance.

E. The Manager or his designee will report to the contractor in writing any apparent lack of maintenance service, complaint or deficiency in the performance of the service.

X. TERMINATION OF CONTRACT:

Cameron County reserves the right, to place the contractor on probation for failure to meet the minimum quality or performance standards set forth in this Bid and in the final contract. The contractor, having been placed on probation, will have a period of one month to cure the deficiencies leading to probation. Failure to cure the deficiencies as noted will result in termination of contract. Under such conditions of termination, the vendor shall not be entitled to damages nor compensation beyond payment for services rendered in accordance with the contract. The County shall cancel the contract without suffering either penalty or liquidated damages if, in the judgment of the County, the health or well-being of any County employees, physician, patient, or visitor is placed at risk through the contractor's discharge of his obligations under a contract resulting from this Bids, whether or not any injury or death actually occurs, and irrespective of whether such exposure results from the action or lack thereof on the part of the contractor or any of his representatives, and irrespective of whether any negligence is involved. The County reserves the right to cancel the contract, without any penalty upon providing contractor with thirty (30) day notice.

XI. CONTROLS:

Most Cameron County Fire Alarm Systems have solid state micro-processor type controls, and the contractor(s) must be able to complete full Inspections without exception.

Date_____

Name: _____ Authorized Signature _____
(Print)

Title _____ Phone: _____Fax: _____

Address: _____

_____

SPECIFIC INSTRUCTIONS AND REQUIREMENTS

SECTION I
INSPECTIONS SERVICES REQUIREMENTS
SCOPE OF WORK

It is the intent of this specification to obtain firm pricing for periodic inspections for all Fire Alarm Systems the County listed as "EXHIBITS" for a period of one (1) year. The anticipated contract period will begin from **contract award Date through January 31, 2024** or until all services ordered prior to the ending date have been satisfactorily delivered. If you need additional information, contact **Pedro Hinojosa**, at 956 544-0823

The selected bidder will be responsible to assure that the Life Safety/Fire protection Detection Systems serving the facility are properly inspected, tested on a regular periodic basis. The proper and reliable operation of the system and the protection of the facility occupants are of primary concern to the County in entering this agreement. Extensions to the useful life of the system(s) and the most cost-effective total life cycle cost of the system(s) are also considerations. It is further intended that appropriate documentation of the system(s) and the maintenance it receives is created and retained by the County.

PROJECT DEFINITION:

Provide as outlined on the attached schedules. In order to be in compliance with the specification, each procedure must be performed on each applicable piece of equipment at the frequency shown in the clarification to bidders. Do not deviate from the required frequency or procedures. Contractor will provide a maintenance and test schedule that test 100% of the system each Inspection for each HCHD facility in the bid proposal. Testing is to be done annually with the annual test providing coverage of 100% of the entire system each time. The schedule shall provide for complete testing of 100% of each floor per facility per Inspection and test. It should be noted that this schedule provides for annual maintenance and testing of specific portions of the system such as the central alarm device, etc. The system items that will be tested during each annual test will be enumerated by the contractor in their proposed test schedule. Procedures with any notation indicating "as applicable", etc. are to be performed if the piece of equipment in question has any such need for the procedure. It is not the contractor's option to perform a procedure if the referenced component exists. **Testing to be done after hours and weekends with 4 exceptions mentioned above.** The contractor is required to perform the procedure. Instructions to "check" and/or "log" are to be taken to mean a thorough, systematic, and documented investigation. Simple comments such as "system ok" will not be accepted.

During the term of the agreement, contractor shall, coincidental with services being provided, furnish to the County the following:

1) A brief summary of detection and notification strategy versus actual performance in the facility, and any suggested changes or improvements not covered by the agreement for the County's information and consideration.

2) A brief summary or recommendation of any system modifications that might prove beneficial to the County will be provided to the County.

The scope of this work shall include the necessary labor, material, tools, and test equipment to accomplish the following with regard to the covered systems defined herein and identified.

Base Bid - All equipment listed for:

1) Scheduled periodic Inspection of devices such as fire dampers, flow switches, sprinkler valves, elevator recall relays, halon trigger relays, etc.
3) Systematic testing of initiating, signaling, and interlock zones
4) Reporting – provide written reports of all inspection results as recognized by State and Local Fire Marshal, and most major insurance companies.
5) Documentation

ALL BATTERIES (12V 7.2AH & 12V 55AH) WILL BE REPLACED YEARLY - ONCE EACH YEAR AND INCLUDED IN THE BASE BID PRICE

Contractor will **ONCE YEARLY** furnish INSPECTIONS SERVICES and certain other services on the listed Fire Alarm System equipment.

Contractor shall use trained personnel directly employed and supervised by them, qualified to keep the equipment properly adjusted, and they will use all reasonable care to maintain the Fire Alarm System equipment in proper and safe operating condition.

Contractor shall systematically and visually examine and functionally test and clean as required:

All Fire Alarm System Operating Devices and Parts—except if, as and to the extent excluded herein below.

ANNUAL TESTS AND INSPECTION: Contractor will hereunder perform Texas State-required annual Fire Alarm System tests on all covered Fire Alarm Systems once (1) time each year on the above described Fire Alarm Systems witnessed by a Texas Department of Licensing and Regulation (TDLR) registered qualified inspector when *scheduled and furnished directly by Purchaser*. Contractor will exercise extreme caution and care, but will not be responsible for any damage to the equipment or building occasioned by said tests. Contractor shall not be liable for any loss, damage, or delay by any cause beyond his reasonable control and in any event shall not be liable for consequential damages.

County agrees to furnish on site for Contactor's use the necessary Owners' data associated with the Fire Alarm Systems, including but not limited to original, "as built" schematic wiring diagrams, engineering layout, special diagnostic tools and adjustments data. To the extent such are not available to Contractor when needed for progress of inspection services, adjustment, tests, Contactor shall not suffer loss of billable time and expenses consequent thereof.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, in consideration of County's performance of the services enumerated herein at the price amounts and rates stated, that nothing in this Agreement shall be construed to mean that Contractor assumes liability for damages arising from injuries to persons or property, except those directly due to the negligent acts or omissions of Contractor or its employees; and that Purchaser's own responsibility for accidents to persons or property due to the Fire Alarm Systems referred to, is in no way affected by this Agreement. Contractor shall not be liable for any loss or damage resulting from strikes, lockouts, fires, storms, or other similar or dissimilar causes beyond its control and in any event shall not be liable for consequential damages. No work, service, or liability on the part of Contractor other than that specifically mentioned herein, is included or intended.

These Inspection Services will be furnished from **contract award Date through January 31, 2024** (or end of renewal award period) thereafter until this Agreement is terminated by thirty (30) day notice to that effect given in writing to the other by either of the parties thereto.

FIRE ALARM INSPECTION SPECIFICATIONS

REQUIRED: You are required to provide a response to each section Number listed below to be attached to your proposal package.

1. Each bidder must provide with this bid a copy of the following documents, which are issued by the State of Texas Fire Marshall's Office to perform fire alarm inspection services, and by NICET (national Institute for Certification in Engineering Technologies) for fire alarm system training and experience certification.

   a. State of Texas Certification of Registration for fire alarm company, provide a copy of A.C.R. certificate with proposal package.

   b. Fire Alarm Technician License for servicing technicians. All fire alarm Technicians that will be working at job site must provide a copy of their license with the bid package.

2. Vendor must be U.L. listed for service under UUJS listing. A copy of the U.L. Certificate of Compliance shall be included in the bid package.

3. The alarm company shall show proof of insurance (Certified Copies) before entering into contract.
   The insurance shall be to the following limits.

Workers Compensation	As required by Statute
Property Damage Liability	$ 2,000,000.00
Personal Injury Liability	$ 2,000,000.00
Automobile Liability Coverage:	
Statutory, and Bodily Injury by Accident:	$ 100,000.00 each employee.
Bodily Injury by Disease:	$ 500,000.00 policy limit $ 100,000 each employee

$ 300,000 each occurrence Limit Bodily Injury and Property Damage Combined $ 300,000 Products-Completed Operations Aggregate Limit $ 500,000 Per Job Aggregate $ 300,000 Personal and Advertising Injury Limit

$ 300,000 Combined Liability Limits. Bodily Injury and Property Damage Combined. Cameron County shall be named as "Additional Insured" on Automobile policy

• The contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

• All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

• The County shall be named as "additional insured" on the Commercial General Liability Policy.

• The County reserves the right to require additional insurance should it be deemed necessary.

A. Workers' Compensation (with Waiver of subrogation to Cameron County) Employer's Liability (including all states, U.S. Longshoremen, Harbor Workers and other endorsements, if applicable to the Project.

B. Commercial General Liability Occurrence Form, including, but not limited to Premises and Operation, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, craters and underground damage.

4. The contractor shall maintain an adequate number of employees to satisfactorily perform scheduled inspections.

5. Contractor shall employ skilled, responsible persons who in manner and character are suitable to a business administering to the type patronage found in owner's facilities. The owner shall have the right to require that the Contractor whose conduct is improper, inappropriate, or offensive, and such employees shall not be re-employed on the subject premises by Contractor without written consent of the owner.

6. Each service technician performing work on the equipment included in this agreement shall have a minimum of five (5) year's field experience or equivalent, on the make and model of the equipment or any equipment that is similar to the make and model of the equipment specified in this specification for Inspections.

7. The contractor shall have in their possession at the time of the commencement of the contract all necessary tools, test equipment, calibration instruments and technical service literature necessary to properly inspect, calibrate, and test the equipment.

8. Current and past performance on other contracts may be considered in determining a Contractors ability to successfully execute the terms and conditions of this bid.

9. Vendor shall be able to demonstrate the ability to receive an account of our magnitude and have accurate backup resources. References will be provided with bid submittal as evidence.

10. Every fire alarm device, including heat detectors, smoke detectors, alarm bell, horn, strobe light, pull station and central panel will be activated and its operation confirmed during each test.

11. All service, regular and special, shall be rendered at such times and in such a manner that minimum interference with the normal facility operating agenda, will result.

13. Vendor shall use Factory Trained technicians who are certified to Inspect the specific Fire Alarm Systems in the facility, and provide documentation of such training upon acceptance of this bid.

13. All inspection reports shall describe each device in the system in a line-item fashion that includes type, location, and status of each device. These reports will be typed and printed on a laser printer.

    a. INSPECTION DATES: The awarded bidder shall inspect each building and department all year-round for the Fire Alarms. A purchase order will be issued prior to starting the work by the Maintenance & Operations Department.

    b. REPORTS REQUIRED: After the inspection of the fire alarms, the awarded bidder shall submit a pass or fail report to the Maintenance & Operations Department Director, ATTN: Mr. Pedro Hinojosa within 10 working days.

EXHIBIT "A"

SPECIFICATIONS:

Term Contract for Periodic Inspections for Fire Alarm Systems of all items below.

Procedures required shall be performed based on the following frequency:

PROCEDURE ANNUAL FREQUENCY

Addressable Space Smoke Detectors - Throughout space
Annunciator Inspections – Various Throughout
Annunciators – Remote type
Audible and Visual Alarms – test for proper operation – check for proper coverage (ada requirements and/or ambient noise levels)
Audio/Visual Various Units - Throughout
Ceiling Detector Cleaning (All Detectors) -
Ceiling Detector Firing (All Detectors) –
Ceiling Mounted Smoke Detectors –
Central Processing Unit - Security
Chime –
Chime Strobes
Chime/Light Combination - or - Space
Control Modules - With Transponders
CRT -
Damper Relay Box -With Transponder
Damper SCR Box - With Transponder
Damper Switches
Data Base Verification –
Detectors: Ionization -
Detectors: Thermal -
Door Holder Testing -
Duct Detector Cleaning -
Duct Detector Firing – test for zone alarm annunciation – check for unit shut down – clean and reset detector
Duct MTD Smoke Detectors -
Elevator Recall Relay Testing -
Explosion Proof Heat Detectors - Special Areas
Fire Alarm Control Panel - Fire Cmd Station - test all input and output functions, including matrix –
-test all interlock to auxiliary functions: i.e. pressurization fans, elevator recall, doors, locks, etc. –
-test battery stand-by and charging system - adjust charge rate (if possible) – lamp test all LED's for operation
Fire Damper Inspection -
Flow Switch Inspection -
Halon Trigger Relay Testing -
Heat Detectors -
Heat Reactors (Mounted) –
Horn/Light Combination - Space
Interlock/Initiating/Annunciation Testing -
Kitchen Hood Detector - Kitchen
Lamp
Monitor - Engineering
Monitor Fire Cmd Station
Monitor Modules - In Ceiling
Monitor - PBX
Monitor - Security
Non-addressable Space Smoke Detectors - Space
Output Device (Bell) Testing -
Paddle –

(CONTINUED)

Panel Inspections-
Printer - Engineering
Printer - Fire Cmd Station
Pull Stations – Throughout – test for proper mechanical operation – test for zone alarm annunciation –
-insure break glass rods are in place
Relays -
Remote Relays - Various
Signal A/Unit –
Signal Modules - With Transponders
Smoke Dampers - See Mechanical
Smoke Detectors – Throughout – test for placement supervision (trouble) – test for zone alarm annunciation
–inspect and clean – inspect detector sensitivity
Smoke/Fire Dampers - See Mechanical
Special Areas
Sprinkler Valve Inspection -
Status Command Center -Central Plt.
Strobe –
Tamper Switches - Throughout
Transponders - Throughout
Under floor Smoke Detectors - Special Areas
Water Flow Switches- Throughout
Weatherproofed Smoke Detectors - Space
Zans 400 - -Zones
Zone Fire Panel -

NOTE: These inventories are for the bidder's convenience and are not intended to be the basis for additional compensation in the event they are in error or fail to represent the entire system. The bidder should field verify the information and estimate adequate resources to inspect the entire system. The bidder is cautioned that certain areas such as surgical areas may require special preparation by the to perform inspection.

CATEGORY A

GAMEWELL WORLD WIDE SYSTEM (QTY. 1)

LA FERIA ANNEX – MODEL # 1F 610

FIRE ALARM SYSTEMS PRICING INFORMATION

I. Inspections Pricing: Bidder must complete open boxes to right of double vertical lines. Quantities are estimated, Cameron County may require more or less. In case of discrepancy between unit and extended pricing, unit pricing governs.

					Bidder:
Item		**Description**	**UM**	**w/o Repairs w/o call backs $/per/Year/**	
I.		**INSPECTIONS**			
		INSPECTIONS PRICE FOR ANNUALSERVICE			
	1	Includes Labor, all Travel & Travel related costs,	Per/ Fire Alarm System per/Year	1.$_____	
		required for Inspection examination of Fire Alarm System.			
		1 Total Item			

CATEGORY B
NOTIFIER SYSTEMS (QTY. – 8)

1. FATHER O'BRIEN CLINIC – PORT ISABEL – MODEL # AFP-200
2. DETENTION CENTER # 2 – BROWNSVILLE – MODEL # SBB A 4
3. HARLINGEN ANNEX – MODEL # N F 100 NOTIFIER
4. PORT ISABEL ANNEX – MODEL # FIRE WARDEN 100
5. DANCY BLDG. – BROWNSVILLE – MODEL # NFS-320 NOTIFIER
6. CONSTANTINO ZARATE BUILDING – MODEL # NFW2-100
7. VETERANS BRIDGE – MODEL # AFP200 CERBUS
8. LOS INDIOS BRIDGE – MODEL # SFP CERBUS

FIRE ALARM SYSTEMS PRICING INFORMATION

I. Inspections Pricing: Bidder must complete open boxes to right of double vertical lines. Quantities are estimated, Cameron County may require more or less. In case of discrepancy between unit and extended pricing, unit pricing governs.

Bidder:

Item		Description	UM	w/o Repairs w/o call backs $/per/Year	
I.		**INSPECTIONS**			
		INSPECTIONS PRICE FOR ANNUAL SERVICE			
	1	Includes Labor, all Travel & Travel related costs,	Per/ Fire Alarm System per/Year	1.$_____ 2.$_____ 3.$_____ 4.$_____ 5.$_____ 6.$_____ 7.$_____ 8.$_____	
		required for Inspection examination of Fire Alarm System.			
		8 Total Items			

CATEGORY C

SIEMENS SYSTEMS (QTY. – 3)

1. DARRELL HESTER BLDG. (NEW) – SAN BENITO – MODEL # XLS-MSE3 SIEMENS
2. DETENTION CENTER # 1 – BROWNSVILLE – MODEL # MXL-1Q
3. MARY LUCIO CLINIC – BROWNSVILLE – MODEL # FC901 SIEMENS

FIRE ALARM SYSTEMS PRICING INFORMATION

I. Inspections Pricing: Bidder must complete open boxes to right of double vertical lines. Quantities are estimated, Cameron County may require more or less. In case of discrepancy between unit and extended pricing, unit pricing governs.

Bidder:

Item		Description	UM	w/o Repairs w/o call backs $/per/Year	
I.		**INSPECTIONS**			
		A. INSPECTIONS PRICE FOR ANNUAL SERVICE			
	1	Includes Labor, all Travel & Travel related costs,	Per/ Fire Alarm System per/Year	1. $_____ 2.$_____ 3.$_____	
		required for Inspection examination of Fire Alarm System.			
		3 Total Items			

CATEGORY D

CERBERUS PYROTONICS SYSTEMS (QTY. – 3)

1. DARRELL HESTER BLDG. (OLD) – SAN BENITO – MODEL # MDR-2 SIEMENS CEREBUS
2. SHERIFF'S ANNEX – CAMERON PARK – BROWNSVILLE - MODEL # SXL-EX
3. SAN BENITO ANNEX (LEVIS') BLDG – SAN BENITO – MODEL # FSD901-R3 SIEMENS CEREBUS

FIRE ALARM SYSTEMS PRICING INFORMATION

I. Inspections Pricing: Bidder must complete open boxes to right of double vertical lines. Quantities are estimated, Cameron County may require more or less. In case of discrepancy between unit and extended pricing, unit pricing governs.

					Bidder:
Item		**Description**	**UM**	**w/o Repairs w/o call backs $/per/Year**	
I.		**INSPECTIONS**			
		A. INSPECTIONS PRICE FOR ANNUALSERVICE			
	1	Includes Labor, all Travel & Travel related costs,	Per/ Fire Alarm System pr/Year	1.$_____ 2.$_____ 3.$_____	
		required for Inspection examination of Fire Alarm System.			
		3 Total Items			

CATEGORY E

RADIONICS SYSTEM (QTY. – 1)

BOOT CAMP – SAN BENITO - MODEL # D7024

FIRE ALARM SYSTEMS PRICING INFORMATION

II. Inspections Pricing: Bidder must complete open boxes to right of double vertical lines. Quantities are estimated, Cameron County may require more or less. In case of discrepancy between unit and extended pricing, unit pricing governs.

						Bidder:
Item		**Description**	**UM**	**w/o Repairs w/o call backs $/per/Year**		
I.		**INSPECTIONS**				
		A. INSPECTIONS PRICE FOR ANNUAL SERVICE				
	1	Includes Labor, all Travel & Travel related costs,	Per/ Fire Alarm System per/Year	1.$_____ _____		
		required for Inspection examination of Fire Alarm System.				
		1 Total Items				

CATEGORY F

SECURITY INTERNATIONAL SYSTEM (QTY. – 2)

ADULT PROBATION – SAN BENITO – MODEL# DMP
SOCIAL SERVICE CENTER "BROWNE" – BROWNSVILLE – MODEL# DMP

FIRE ALARM SYSTEMS PRICING INFORMATION

I. Inspections Pricing: Bidder must complete open boxes to right of double vertical lines. Quantities are estimated, Cameron County may require more or less. In case of discrepancy between unit and extended pricing, unit pricing governs.

Bidder:

Item		Description	UM	w/o Repairs w/o call backs $/per/Year		
I.		**INSPECTIONS**				
		A. INSPECTIONS PRICE FOR ANNUALSERVICE				
	1	Includes Labor, all Travel & Travel related costs,	Per/ Fire Alarm System pr/Year	1. $_____ 2. $_____		
		required for Inspection examination of Fire Alarm System.				
		2 Total Items				

CATEGORY G

EDWARDS SYSTEMS (QTY. – 2)

1. CARRIZALES / RUCKER DETENTION – OLMITO – MODEL # 3 CPU
2. SHERIFF'S DEPT. – OLMITO – MODEL # 3 CPU

FIRE ALARM SYSTEMS PRICING INFORMATION

I. Inspections Pricing: Bidder must complete open boxes to right of double vertical lines. Quantities are estimated, Cameron County may require more or less. In case of discrepancy between unit and extended pricing, unit pricing governs.

						Bidder:
Item		**Description**	**UM**	**w/o Repairs w/o call backs $/per/Year**		
I.		**INSPECTIONS**				
		A. INSPECTIONS PRICE FOR ANNUAL SERVICE				
	1	Includes Labor, all Travel & Travel related costs,	Per/ Fire Alarm System per/Year	1.$_____ 2.$_____		
		required for Inspection examination of Fire Alarm System.				
		2 Total Items				

CATEGORY H

ADT SYSTEM (QTY. – 0)

FIRE ALARM SYSTEMS PRICING INFORMATION

I. Inspections Pricing: Bidder must complete open boxes to right of double vertical lines. Quantities are estimated, Cameron County may require more or less. In case of discrepancy between unit and extended pricing, unit pricing governs.

					Bidder:
Item		**Description**	**UM**	**w/o Repairs w/o call backs $/per/Year**	
I.		**INSPECTIONS**			
		A. INSPECTIONS PRICE FOR ANNUAL SERVICE			
	1	Includes Labor, all Travel & Travel related costs,	Per/ Fire Alarm System per/Year	X	
		required for Inspection examination of Fire Alarm System.			
		0 Total Items		X	

CATEGORY I

FIRELITE SYSTEM (QTY. – 1)

1. CENTRO CULTURAL – BROWNSVILLE, TX. – MODEL # MSIOUD

FIRE ALARM SYSTEMS PRICING INFORMATION

I. Inspections Pricing: Bidder must complete open boxes to right of double vertical lines. Quantities are estimated, Cameron County may require more or less. In case of discrepancy between unit and extended pricing, unit pricing governs.

					Bidder:
Item		**Description**	**UM**	**w/o Repairs w/o call backs $/per/Year**	
I.		**INSPECTIONS**			
		A. INSPECTIONS PRICE FOR ANNUAL SERVICE			
	1	Includes Labor, all Travel & Travel related costs,	Per/ Fire Alarm System per/Year	1.$_____	
		required for Inspection examination of Fire Alarm System.			
		1 Total Items			

CATEGORY J

GENERAL ELECTRIC (QTY. – 1)

1. LOS FRESNOS ANNEX – 745 WEST OCEAN BLVD., LOS FRESNOS, TX. – MODEL # EST I064

FIRE ALARM SYSTEMS PRICING INFORMATION

I. **Inspections Pricing:** Bidder must complete open boxes to right of double vertical lines. Quantities are estimated, Cameron County may require more or less. In case of discrepancy between unit and extended pricing, unit pricing governs.

					Bidder:
Item		**Description**	**UM**	**w/o Repairs w/o call backs $/per/Year**	
I.		**INSPECTIONS**			
		A. INSPECTIONS PRICE FOR ANNUAL SERVICE			
	1	Includes Labor, all Travel & Travel related costs,	Per/ Fire Alarm System per/Year	1.$_____	
		required for Inspection examination of Fire Alarm System.			
		1 Total Items			

CATEGORY K

HONEYWELL SYSTEM (QTY. – 9)

1. **PRECINCT 1 – 2050 BROWNE AVE., BROWNSVILLE, TX. - MODEL # 6700 E**
2. **PRECINCT 2 – 7092 OLD ALICE ROAD, OLMITO, TX. – MODEL # 6700**
3. **PRECINCT 3 - 26959 FM 510, SAN BENITO, TX. 78586 – MODEL # 5700 SILENT KNIGHT**
4. **PRECINCT 4 – 26641 WHITE RANCH ROAD, LA FERIA, TX. – MODEL # 6808**
5. **VEHICLE MAINTENANCE – 26050 FM. 510, SAN BENITO, TX. – MODEL # 6820 SILENT KNIGHT**
6. **JUVENILE PROBATION – 35 ORANGE ST., BROWNSVILLE, TX. – MODEL # S700 SILENT KNIGHT**
7. **SPI EVENT CENTER AMPLITHEATRE – 53550 DOLPHIN COVE – ISLA BLANCA PARK, SPI – MODEL # NFS 320**
8. **ANIMAL SHELTER – 26981 FM 510, SAN BENITO, TX. 78586 – RA-100 SILENT KNIGHT HONEYWELL**
9. **LEVEE BUILDING – 835 E. LEVEE ST., BROWNSVILLE, TX. 78520 – MODEL # ONYX NFS2 3030 HONEYWELL**

FIRE ALARM SYSTEMS PRICING INFORMATION

II. Inspections Pricing: Bidder must complete open boxes to right of double vertical lines. Quantities are estimated, Cameron County may require more or less. In case of discrepancy between unit and extended pricing, unit pricing governs.

					Bidder:
Item		**Description**	**UM**	**w/o Repairs w/o call backs $/per/Year**	
I.		**INSPECTIONS**			
		A. INSPECTIONS PRICE FOR ANNUAL SERVICE			
	1	Includes Labor, all Travel & Travel related costs,	Per/ Fire Alarm System per/Year	1.$_____ 2.$_____ 3.$_____ 4.$_____ 5.$_____ 6.$_____ 7.$_____ 8.$_____ 9.$_____	
		required for Inspection examination of Fire Alarm System.			
		9 Total Items			

ANNUAL BID: FIRE ALARM SYSTEM INSPECTIONS

MISCELLANEOUS LIST

On all other add on locations not **listed** Cameron County will receive_____% off our list prices.

LIST PRICES MUST ACCOMPANY ALL BIDS SUBMITTED.

Date_____

Bidder_____

Address_____

_____
(City/State/Zip)

Signature_____

Telephone_____

Attachment A

Bid Title _____ Bidders 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 Bid.

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 BID

Attachment B

STATE OF TEXAS
COUNTY OF CAMERON

AFFIDAVIT

The undersigned certifies that the Bid prices contained in this Bid have been carefully checked and are submitted as correct and final and if Bid 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 Bid submitted by_____ hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said Bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other Bidder. The Bidder is not a member of any trust, pool, or combination to control the price of products or services Bid on, or to influence any person to Bid or not to Bid thereon. I further affirm that the Bidder 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 Bid. The contents of this Bid as to prices, terms or conditions of said Bid 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 Bid.

Name and Address of Bidder :

_____

_____

_____

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 BID

Attachment C

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code δ2252.001 *et seq*., as amended, Cameron County requests Residence Certification. δ2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of δ2252.001 are stated below:

> "Nonresident Bidder " refers to a person who is not a resident.
>
> "Resident Bidder " 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)
Bidder of Texas as defined in Government Code δ2252.001.

☐ I certify that _____ is a Nonresident
(Company Name)
Bidder as defined in Government Code δ2252.001 and our principal place of business is
_____.
(City and State)

Print Name:_____Signature:_____

THIS FORM MUST BE RETURNED WITH YOUR BID

Attachment D

CAMERON COUNTY EXPRESSLY REQUESTS THAT BIDDERS NOT DISCUSS THIS ENGAGEMENT OR THIS BIDDER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER OR ANY MEMBER OF COMMISSIONERS' COURT, ANY COUNTY OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY COMMISSIONERS COURT. EXCLUDED ARE PRE-BID OR PRE-BIDCONFERENCES, 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 BID OPENING DATE THROUGH COMMISSIONERS COURT MEETING FOR SELECTION, VENDORS SHALL NOT APPROACH THE COUNTY JUDGE OR COMMISSIONERS TO DISCUSS MATTERS PERTAINING TO THIS BID.

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

_____
_____
_____
_____

02. Has any individual with the firm submitting this Bid made any contact with any other Bidder concerning this Invitation to Bid?

_____
_____
_____

_____ _____
Signature of person submitting this Bid Date

THIS FORM MUST BE RETURNED WITH YOUR BID

Attachment E

ORDER NO. 2007O2005

THE STATE OF TEXAS §
§
COUNTY OF CAMERON §

ORDER ADOPTING CONTRACTING RULES
FOR PERSONS INDEBTED TO COUNTY

WHEREAS, pursuant to V.T.C.A., Local Government Code, Section 262.0276, a 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 responding to this Bid current with all local and State taxes?

_____

_____ _____
Signature of person submitting this Bid Date

THIS FORM MUST BE RETURNED WITH YOUR BID

Attachment F

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 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 had one or more public transactions terminated for cause or because of default.

Signature: _____ _____ _

Print Name: _____

Title: _____ _____ _

Telephone Number:_____ _____ _

Date: _____

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

THIS FORM MUST BE RETURNED WITH YOUR BID

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

Form provided by Texas Ethics Commission www.ethics,state.tx.us Revised 1/1/2021Revised 11/302015

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. 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

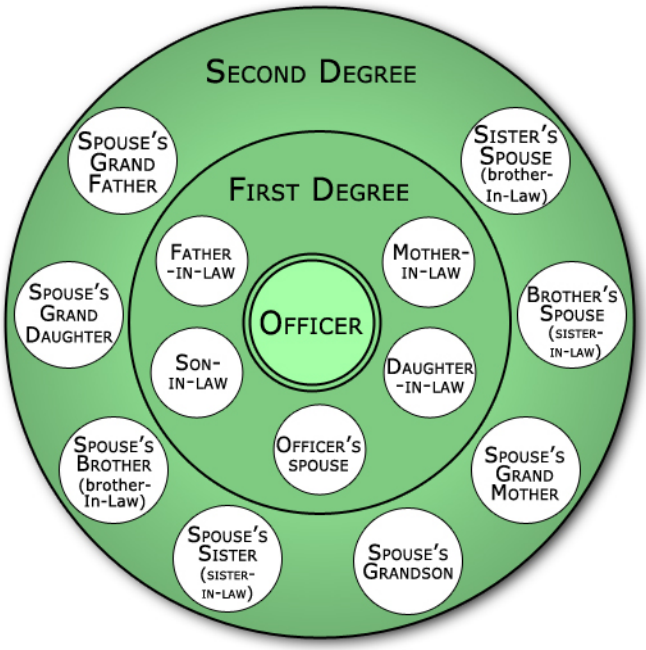
(C) of a family relationship with a local government officer.

NEPOTISM CHART

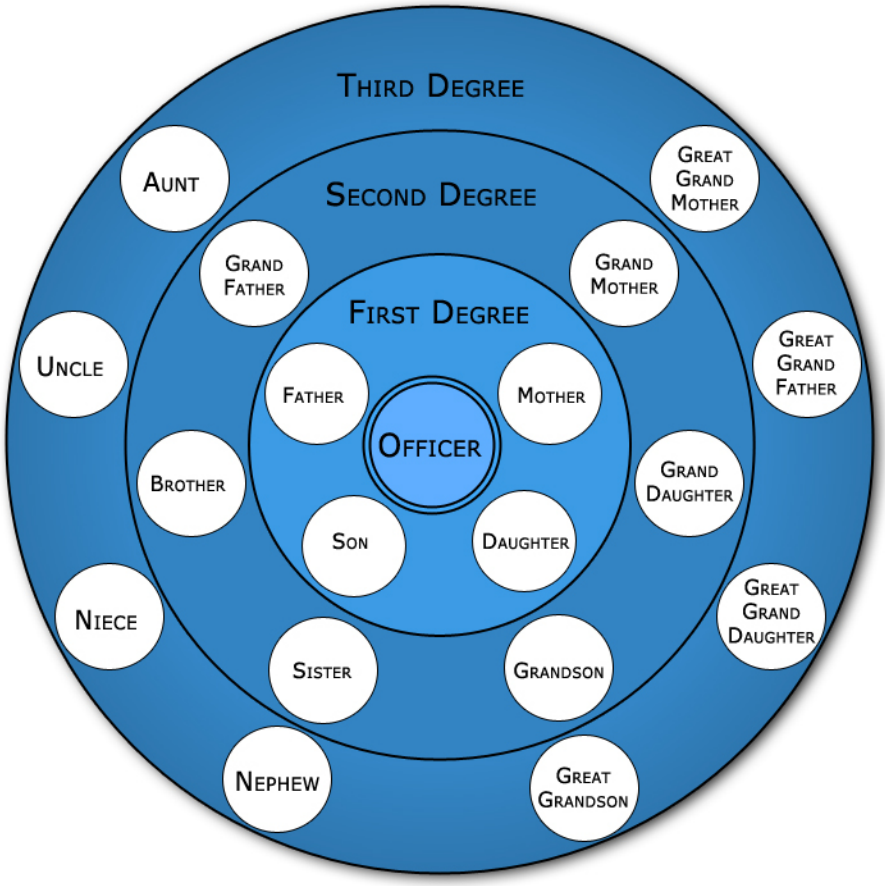
The chart below shows

- **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



Attachment H

DISCLOSURE OF INTERESTS

MUST BE FILLED OUT AND SUBMITTED WITH THE BID
IF DISCLOSING: BIDDER 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 any substantial Interest inBusiness 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: _____

Attachment I

HOUSE BILL 89 VERIFICATION

I, _____,
[Person Name]

the undersigned representative of _____
[Company or Business Name]

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

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

Signature: _____ ***Date:*** _____

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

THIS FORM MUST BE RETURNED WITH YOUR BID

GENERAL TERMS & CONDITIONS (Requests for Bids (RFB))

ADDENDA: If RFB 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 bidders. Bidders must acknowledge receipt and consideration of any such changes by signing the addendum and including it in the package containing the Bidder's submittal.

ADVERTISING: Unless otherwise required by law, bidders responding to County RFBs shall not publish and shall keep confidential their intentions and actions respecting any response to the RFB.

AWARD: Cameron County may hold RFB responses for a period of sixty (60) days. Cameron County reserves the right to reject any or all responses to RFBs. Cameron County reserves the right to award a contract, if any, based on the bidder's response when compared to the EVALUATION CRITERIA (AS STATED IN THE RFB) 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 bidder. Commissioners Court reserves the right to determine the method and procedures for the final award of the bid at any time they may choose, regardless of the Point System used by the Evaluation Committee.

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

CANCELLATION AND TERMINATION: In any contract resulting from the RFB, the County shall have the right to cancel all or any part of the undelivered portion of the contract if (1) Bidder breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or the (2) Bidder 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 of a "Notice of Cancellation of Undelivered Work" specifying the extent to which performance of work, including all goods and services, under the contract is cancelled and the date upon which such cancellation becomes effective.

The performance of work under any resulting contract may be terminated in whole, or in part, by the County in accordance with this provision. The County shall have the right to terminate all or any part of the contract if (1) the Bidder breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Bidder 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 of a "Notice of Termination" specifying the extent to which performance of work, including all goods and services, under the contract is terminated and the date upon which such termination becomes effective.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by mutual consent of the Bidder 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 require that the Bidder must notify Cameron County of any anticipated price increases in writing at least three months (90 calendar days) prior to the annual renewal award date unless otherwise specified within the specific provisions of the contract up for renewal. This allows the County sufficient time to find an alternative vendor, if possible. If Bidder 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 Bidder agrees as follows: 1.) Bidder 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 Bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the Bidder 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 Bidder to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in a whole or in part as a result thereof..

DISQUALIFICATION OF BIDDER: Upon submitting a response to this RFB, Bidder certifies that the Bidder 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 RFB 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 Bidders. If multiples are submitted by a Bidder and, after all responses to the RFBs are opened one or more of the responses are withdrawn the result will be that all of the responses submitted by that Bidder will be withdrawn; however, nothing herein prohibits a Bidder from submitting multiples for different products or services.

EVALUATION: All responses will be evaluated in accordance with law and reviewed to assure they are in the best interest of Cameron County. Evaluations shall be based on criteria bearing on price, and performance of the items or services in the user environment. Any specific criteria section or sections identified elsewhere in the RFB response 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 Bidders and the Commissioners Court upon request. Evaluation sheets and any summary of all responses are subject to review by the Cameron County Purchasing Department and Evaluation Committee's recommendation to Cameron County Commissioners Court. Compliance with all RFB requirements, delivery terms and needs of the using department are considerations in evaluating responses. Pricing is NOT the only criterion for making a recommendation (see criteria and relative importance of price and other evaluation factors, if any, specified elsewhere in this RFB). The Cameron County Purchasing Department reserves the right to contact any Bidder, at any time, to clarify, verify or request information with regard to that Bidder's response.

PROTEST PROCEDURES: Procedure - This protest procedure is available to Bidders responding to this RFB 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 RFB 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 RFBs, Bidders are given the opportunity to ask questions of the Evaluation Committee relative to their responses and the Committee's scores.

Protests are made: 1. To the Purchasing Department after the debriefing conference. Bidder 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 Bidder has received notification from the County Purchasing Department of its decision.

Grounds for protest:

1. Errors were made in computing the score.

2. The County failed to follow procedures established in the RFB, 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 Bidders shall include, in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Bidders shall, at a minimum, provide:

1. Information about the protesting Bidder; name of firm, mailing address, phone number and name of individual responsible for submission of the protest.

2. Information about the acquisition and the acquisition method.

3. Specific and complete statement of the County's action(s) being protested. 4. Specific reference to the grounds for the protest.

4. Description of the relief or corrective action requested.

5.. 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 Bidder's protest, the Purchasing Department shall postpone further steps in the acquisition process until the Bidder 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 Bidder.

b) A written decision will be delivered to the Bidder within five business days after receipt of the protest, unless more time is needed. The protesting Bidder shall be notified if additional time is necessary.

Final Determination:

The final determination shall:

1. Find the protest lacking in merit and uphold the agency's action; or

2. Find only technical or harmless errors in the agency's acquisition process, determine the agency to be in substantial compliance, and reject the protest; or 3. Find merit in the protest and provide the agency options which may include recommendations to a) correct its errors and reevaluate all RFBs, and/or b) reissue the Bidder solicitation document; or c) make other findings and determine other courses of action as appropriate.

Protest Committee Review Process:

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

FISCAL FUNDING: A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include 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 Bidder 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 Bidder.

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

member is not required to abstain from further participation. Attached and included in this RFB 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) which must be filled out, attached and included with the RFB response. The County may, by written notice to the Bidder, cancel this contract without liability to Bidder if it is determined by County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Bidder, or any agent, or representative of the Bidder, to any officer or employee of Cameron County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performance of such a contract. In the event this contract is cancelled by County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the costs incurred by Bidder in providing such gratuities. Consistent and continued RFB responses that end in a tie could cause rejection of any RFB response by the County and/or investigation for Anti-Trust violations. Bidder 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 Bidder for the purpose of securing business.

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

LOCAL BIDDER'S PRINCIPAL PLACE OF BUSINESS - 3% PREFERENCE: (consideration of location) This local preference consideration is allowable for Equipment and Supplies but not allowed for Services an~~d~~/or Construction related requests. The County Commissioner's Court may award to the lowest Bidder or the Bidder whose principal place of business is within Cameron County if the Commissioner's Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities for Cameron County created by the contract award, including the employment of residents of Cameron County and increased tax revenues to Cameron County. This option exists only within 3% of the lowest price. In order to provide the County Commissioners Court adequate information in considering this option, the Bidder should submit with each bid response the following information for Commissioners Court's review with all information requested complete with detailed, current and quantifiable numeric data:

1. Where is your principal place of business (Business Headquarters) City, County, State, Signature of Bidder, Title, Date? Along with this information, submit information with responses to the following questions:

a.) Why and how Bidder believes that the local Bidder offers the County additional economic development opportunities for Cameron County created by the contract award?

b.) How will award to local Bidder benefit the employment of residents of Cameron County?

c.) How many employees does Bidder employ within Cameron County and how many employees are affected financially by award/purchase?

d.) How will award to local Bidder increase~~d~~ tax revenues to Cameron County?

This information should be provided and updated with each bid response submitted to the County. If Bidder is local and within 3% of the lowest bid price, this information will be submitted to Commissioner's Court along with tabulation sheet. There has been no mandatory requirement or Policy established by Commissioners Court which requires submitting answers to these questions or attending Commissioners Court meetings for the awarding of RFBs relative to the 3% local preference, however individual Commissioners may or may not have preferences (relative to these issues) when making their decision. This paragraph will be revised upon policy change made by Commissioners Court.

INSURANCE: The Bidder 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 Bidder and the interests of the County against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the insurer, shall be acceptable to the County. It shall be the responsibility of the Bidder to maintain adequate insurance coverage at all times. Failure of the Bidder to maintain adequate coverage shall not relieve the Bidder of any contractual responsibility or obligation.

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

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

NAME BRANDS: Specifications may reference name brands and model numbers. It is not the intent of Cameron County to restrict responses to RFBs in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard common to similar existing items. Bidders may offer items of equal stature and standard, but the burden of proof of such stature and standard rests with Bidders. Cameron County shall act as sole judge in determining equality and acceptability of products offered.

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

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

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

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. The manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item needed in the RFB. Substitute items will not be accepted unless approved (in advance).

SUPPLEMENTAL MATERIALS: Bidders are responsible for including all pertinent product data in the returned RFB package. Literature, brochures, data sheets, specification information, completed forms requested as part of the — RFB 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 Bidder wishes to include as a condition of an RFB response, must also be in the returned in the RFB response package. Failure to include all necessary and proper supplemental materials may be cause to reject the Bidder's entire RFB.

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

USAGE REPORTS: Cameron County reserves the right to request, and receive at no additional cost up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this RFB. The

reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Cameron County department with a description, of each item purchased, including the manufacturer, quantity of each item purchased, the per unit and extended price of each item purchased, and the total amount and price of all items purchased.

WARRANTY PRICE: (a) The price to be paid by the County shall be that contained in Bidder's response to the RFB which Bidder warrants to be no higher than Bidder's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Bidder breaches this warranty, the prices of the items shall be reduced to the Bidder's current prices on orders by others, or in the alternative, County may cancel this contract without liability to Bidder for breach or Bidder's actual expense.

(b) The Bidder warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business. For breach or violation of this warranty, the County shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

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

Bidders may not limit or exclude any implied warranties.

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

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

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

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

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

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

APPLICABLE LAW

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

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

CONTRACT OBLIGATION: Cameron County Commissioners Court must award any resulting contract and the County Judge or other person authorized by the Cameron County Commissioners Court must sign the contract before it becomes binding on Cameron County or the Bidder. Department Heads are NOT authorized to sign agreements for Cameron County. Binding agreements shall remain in effect until all products and/or services covered by this RFB have been delivered and accepted and all contract requirements have been satisfied

ERRORS AND OMISSIONS: Errors and Omissions in the RFB or any provision herein described will not be construed as to relieve the Bidder 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 RFB 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 Bidder, shall indemnify and hold Cameron County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from Bidder's performance. Bidder shall procure and maintain, with respect to the subject matter of this RFB, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Bidder's liability as may arise directly or indirectly from work performed and goods or services sold and under the terms of this RFB. Certification of such coverage must be provided to the County upon request.

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

INTERPRETATION PAROLE EVIDENCE: Unless a separate contract or addendum hereof is prepared and entered into following the award of this RFB to a successful bidder, this writing is intended by the parties as a final expression of the terms of this RFB and the general terms of any resulting contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term. Acceptance or acquiescence in a course of performance rendered under this RFB and any resulting contract shall not be relevant to determine meaning even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control, if applicable.

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

MODIFICATIONS: This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

O.S.H.A: Bidder must meet all Federal and State OSHA requirements.

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

RIGHT TO ASSURANCE: During the RFB process and any resulting contract, whenever a Bidder 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 RFB 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.

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

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

OTHER TERMS: The Bidder 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 BID PACKAGE