



**CAMERON COUNTY  
PURCHASING DEPARTMENT  
INVITATION TO BID**

**BID NUMBER # 1997**

**BID TITLE: TIRES - AUTOMOTIVE, POLICE PATROL, OFF ROAD & HEAVY DUTY**

**DATE DUE: August 22, 2023**

**DUE NO LATER THAN 3:00 P.M.**

Bids will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3<sup>rd</sup> Floor – Room # 345 at 3:01 p.m. (as per Purchasing Dept. time clock) on deadline due date. All Bidders are welcome to attend Bid opening.

Please return 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, 3<sup>rd</sup> Floor, Room 345, Brownsville, Texas 78520**

For additional information or to request addendum email: Roberto C. Luna and/or Dalia Loera at [purchasing@co.cameron.tx.us](mailto:purchasing@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 \_\_\_\_\_

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

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

**Is Bidder’s principal place of Business within Cameron County?  Yes  No**

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

(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.

**Bidders/Participants must sign each bid/proposal page to ensure you have read each page’s information, terms, conditions and/or required forms. Failure to sign or initial each bid/proposal page will disqualify the BID/PROPOSAL offer.**

# ACKNOWLEDGMENT OF RECEIPT

**Bid # 1997 TIRES - AUTOMOTIVE, POLICE PATROL, OFF ROAD & HEAVY DUTY**

## Please submit this page upon receipt

For any clarifications, please contact Mr. Roberto C. Luna, Interim Purchasing Agent and/or Dalia Loera, Bids & Proposals Coordinator at the Cameron County Purchasing Department office at: (956) 544-0871 or e-mail at: [purchasing@co.cameron.tx.us](mailto:purchasing@co.cameron.tx.us)

Please fax or e-mail this page upon receipt of BID package no later than **Friday, August 11, 2023 before 3:00 p.m. CST**. All questions regarding this BID should also be submitted no later than the stated date and time on BID cover page.

Fax: (956) 550-7219 or E-mail: [purchasing@co.cameron.tx.us](mailto:purchasing@co.cameron.tx.us)

If you are unable to respond on this BID solicitation, kindly indicate your reason for **“Not Responding/No-Participation”** below and fax or e-mail back to Cameron County Purchasing Department. This will insure you remain active on our vendor list.

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

**Yes, I will be able to submit a BID submittal.**

**No, I will not be able to submit a Bid submittal for the following reason:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

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

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

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

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

# 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.

- Cover Sheet**  
Your company name, address and your signature (**IN INK**) should appear on this page.
- Instructions to Bidders**  
You should be familiar with all of the Instructions to Bidders.
- Special Requirements**  
This section provides information you must know in order to make an offer properly.
- Specifications / Scope of Work**  
This section contains the detailed description of the product/service sought by the County.

## Attachments

- Attachments A, B, C, D, E, F, G, H, I**  
Be sure to complete these forms and return with packet.
- Bid Guaranty & Performance Bond Information & Requirements**  
This form applies only to certain bids/proposals. All public work contracts over \$25,000 require a Payment Bond and over \$100,00 must also have a Performance Bond in a form approved by the County. Please read carefully and fill our completely.
- Minimum Insurance Requirements**  
Included when applicable
- Worker's Compensation Insurance Coverage Rule 110.110**  
This requirement is applicable for a building or construction contract.
- Financial Statement**  
When this information is required, you must use this form.

## Other - Final Reminders To double check before submitting BID

- 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](mailto:Purchasing@co.cameron.tx.us)

**INSTRUCTIONS FOR SUBMITTING BIDS**  
**Bid # 1997 TIRES - AUTOMOTIVE, POLICE PATROL, OFF ROAD & HEAVY DUTY**

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 "Bidder") on behalf of Solicitations including, but not limited to, Invitations to Bid.

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 at: <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.

Cameron County is an Equal Employment Opportunity Employer.

**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, §262.021 et seq., as amended. Bidders shall comply with all applicable federal, state and local laws and regulations. Bidders are 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 7<sup>th</sup> 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 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

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

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

[https://www.cameroncounty.us/wp-content/uploads/Purchasing/docs/Conflict\\_of\\_Interest\\_Questionnaire\\_New\\_2015\\_.pdf](https://www.cameroncounty.us/wp-content/uploads/Purchasing/docs/Conflict_of_Interest_Questionnaire_New_2015_.pdf)

**DISCLOSURE OF INTERESTS:**

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

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

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

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

### **TEXAS ETHICS COMMISSION FORM 1295**

All 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](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 until 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 – 3<sup>rd</sup> 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.cameroncountytexas.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 §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.

5. Any Catalog, brand name or manufacturer's reference used in a 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, Bid 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 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 hold all Bids for 60 days from the due date of receipt without actions. The County reserves the right to add additional County Departments (at a later time during this 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 Cameron County.
13. Partial bids will not be accepted unless awarded by complete category or line item. **To be awarded by Total Bid**
14. **BASIS OF BID AWARD** – The contract will be awarded to the responsible and responsive bidders meeting the specifications and having the lowest possible total extended price of the Base Bid (unit cost), consistent with the quality needed for effective use. All prices quoted will be firm. Award to successful bidder will be made by Cameron County Commission action. Bid pricing shall be firm for the entire term of the awarded contract. Prices established in continuing agreements and annual term contracts may be negotiated and approved by Cameron County Commission Court due to inflation and increased operating costs (i.e. dramatic increase in petroleum-based products, minimum wage, etc.). Any price increase proposed must be submitted thirty (30) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation, as provided by the U.S. Department of Labor Consumer Price Index (CPI), <http://www.bls.gov/cpi/> . Cameron County will reserve the right to approve or disapprove any request for increased prices.

Cameron County may at its option and expense have the material tested at any time for compliance. The Contractor's payment shall be deducted the full amount of expense to the County for any tests which **fail** to show compliance with the specifications.

Supplied materials which tests show to not-be- in-compliance shall be removed from County's property, stockpile or roadbed at the contractor's expense. Additionally, no payment will be made to the supplier by the County, for the materials which do not meet the specifications. The quantity of such material shall be determined by County's administrative staff, whose decision shall be final.

Revisions on unit prices: it is agreed that bid prices may be superseded during the contract period only if such revisions are the result of increased in the Gulf coast area. A written notice stipulating in detail the price revision must be furnished to the County before revised

prices go into effect. Also, such revisions must be supported by continuing written notices for each 30-day period such revisions are in effect. Discounts, delivery, and services accepted as part of this bid are not subject to revision.

15. Multi-Level Contract Award: It is the intent of this solicitation to procure a term contract that shall be awarded to a total of three (3) general suppliers. There shall be contract award to a Level 1 – Primary Supplier, Level 2 – Secondary Supplier, Level 3 – Tertiary Supplier. Levels shall be determined on a net unit cost basis, with the lowest unit cost awarded Level 1 status, next lowest unit cost equates to Level 2 and so on. No more than one level shall be awarded to any contractor participating in this solicitation

If at any time the Primary Level 1 Supplier cannot fulfill its obligations upon receipt of a “Purchase Order” for a specific amount of material(s), then the County has as its option the authority to award that specific amount of material(s) to the Secondary Level 2 Supplier at the previously established and awarded unit cost amount. Should the Level 2 Supplier be unable to fulfill its obligation, then the County has as its option the authority to award that specific amount of material(s) to the Tertiary Level 3 Supplier.

In the event that all 3 contractors renege on the County issued Purchase Order, then the contract shall be rescinded and the County will re-bid a new term contract. The 3 contractors under the rescinded contract shall be ineligible to bid on the subsequent solicitation.

16. 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.

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.

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

18. 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.

19. 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.

20. Availability of Funds: This procurement is subject to the availability of funding. Cameron County’s obligation hereunder is contingent upon the availability of appropriated funds from which payment for the Contract purposes can be made. No legal liability on the part of the County for any payment shall arise until funds are made available to the County for this Contract and until the Contractor receives notice of such availability, to be confirmed in writing by the County. Any award of Contract hereunder will be conditioned upon said availability of funds for the Contract.

21. Non-Appropriation Clause:

Notwithstanding any provisions for this agreement, the parties agree that the services are payable by Cameron County from appropriations, grants, and monies from the General Fund and other sources. In the event sufficient appropriation, grants, and monies are not made available to Cameron County to pay these services for any fiscal year, this Agreement shall terminate without further obligation of County. In such event, the Cameron County Administrator shall certify to contractor that sufficient funds have not been made available to County to meet the obligations of this Agreement; such certification shall be conclusive upon parties.

**PURCHASE ORDER AND DELIVERY**: The successful Bidder 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 Bidder 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.

**VARIATION 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 a Bidder 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) The vendor shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight weigh bill when applicable, should be attached to the invoice. Mail to: Cameron County, ATTN: Auditor's Office, 1100 East Monroe St., Brownsville, Texas 78520. Payment shall not be due until the above instruments are submitted after delivery or services rendered. Our Vendors must keep the Auditor advised of any changes in your remittance addresses. (b) County's only obligation to pay Vendor is to pay from funds budgeted and available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Vendor by the County. (c) Do not include Federal Excise, State or City Sales Tax. County shall furnish tax exemption certificate if required.



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

Vendor shall submit seven (7) copies of an itemized invoice showing BID number and purchase order number to:

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

Please note that any payment due under this 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.

**Criminal Background Checks are Mandatory:**

Checks are mandatory for all personnel performing work on Cameron County sites. Contractors, consultants, and subcontractors are required to take all reasonable steps to assure that their employees do not represent a threat to the County or Facilities. Failure to comply with this requirement may result in immediate termination of any award or contract. The selected contractor shall provide a complete list of names (including supervisors) that may be working on campus. The contractor(s) shall remove from the Cameron County work place any of its employees who are found to be unacceptable by Cameron County. Such requests shall not be unreasonable, are the sole decision of Cameron County, and are not subject to negotiation. Contractor shall provide proper identification for all contractor employees. While on Cameron County premises, all contractor employees must wear attire that identifies them as contractor's employee with identification visible from both the front and the back. Vehicles shall be clearly identified as company vehicles and be maintained in a neat clean and sanitary condition. At least one person in each vehicle, preferably the driver, must be able to speak, read and write. It shall be the contractor's responsibility to see that employees render quiet and courteous service.

CAMERON COUNTY, TEXAS  
BID SPECIFICATIONS FOR  
**BID # 1997**

**CATEGORY A: ANNUAL BID TIRES: VEHICLE**

**CATEGORY B: PARTOL POLICE PURSUIT**

**CATEGORY C: OFF-ROAD (TRACTOR, GRADER, BACKHOES & HEAVY TRUCK)**

Cameron County is soliciting bids for its **Category A: Tires: Vehicle Category B: Patrol Police Pursuit, Category C: Tires: Off-road (Tractor, Grader, Backhoe, Heavy Truck)** to be used by the Fleet Maintenance Department, to begin **December 16, 2023** through **December 15, 2024**, with mutually agreed option to renew twice for one (1) additional year with each renewal - prices and all terms remaining constant and based upon Commissioners' Court's final approval.

The following pages list the items and quantities desired. The bidders should list on a separate page any variations from, or exceptions to, the conditions of this bid and attach it to the bid.

The bid will be based upon each item and/or all items. Bid prices are to be F.O.B. Cameron County. All discounts will be considered in determining the lowest, responsible bidder. Staggered orders and deliveries throughout the year are a must. Deliveries must be made between **December 16, 2023** through **December 15, 2024**.

---

Roberto C. Luna, CPM, CTCD, CTCM  
Interim Purchasing Agent

**CAMERON COUNTY**

**ANNUAL BID # 1997**

**CATEGORY A – VEHICLE TIRES**

SPECIFICATIONS FOR: **TIRES: VEHICLE**

MINIMUM SPECIFICATIONS:

BIDDER’S SPECIFICATIONS: (Please fill out basic or exceeding specifications. All wording must be written in column to the right and without confusion to avoid disqualification.)

**THESE COLUMNS TO BE FILLED  
IN BY FIRM BIDDING**

**Prices bid MUST INCLUDE THE  
TEXAS STATE TIRE TAX - (if applicable).**

	DESCRIPTION REQUIRED - OR (EQUIVALENT) MIN.: REQUIREMENTS	SPECIFY BRAND AND RELATED SPECS BIDDING	APPROX. TOTAL PR/YEAR	U/M	UNIT PRICE	TOTAL NET PRICE
	Meets all U.S. Federal & State Safety Standards, no recaps, no rethreads, no used tires. All Blackwalls All P tires must & will be : Traction – A, Temperature – B Treadwear – 400 minimum. Requirements & guidelines for all listed <b>truck - off road</b> use & related tires below:	_____ _____ _____ _____ _____ _____ _____				
1	<b>P215/70R14 HT</b>	_____	6	EA	_____	_____
2	<b>P215/75R15 HT</b>	_____	2	EA	_____	_____
3	<b>P225/60R16 HT</b>	_____	137	EA	_____	_____
4	<b>P225/70R19.5 HT</b>	_____	50	EA	_____	_____
5	<b>P225/70R19.5 Traction</b>	_____	50	EA	_____	_____
6	<b>P225/75R16 HT</b>	_____	4	EA	_____	_____
7	<b>P235/70R15 HT</b>	_____	43	EA	_____	_____

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

**PAGE PRICE:\$ \_\_\_\_\_.**

ABOVE PRICES ARE F.O.B.: \_\_\_\_\_

COMPANY NAME \_\_\_\_\_ TERMS: \_\_\_\_\_ PHONE# \_\_\_\_\_

(BID PRICES MUST BE FIRM - FOR DURATION OF BID) (MUST BE F.O.B. DESTINATION UNLESS OTHERWISE STATED) All pricing includes delivery.

**ANNUAL BID # 1997**

**CATEGORY A – VEHICLE TIRES (CONTINUED)**

SPECIFICATIONS FOR: **TIRES: VEHICLE**

MINIMUM SPECIFICATIONS:

BIDDER’S SPECIFICATIONS:(Please fill out basic or exceeding specifications. All wording must be written in column to the right and without confusion to avoid disqualification.)

**THESE COLUMNS TO BE FILLED  
IN BY FIRM BIDDING**

**Prices bid MUST INCLUDE THE TEXAS  
STATE TIRE TAX - (if applicable).**

	DESCRIPTION REQUIRED - OR (EQUIVALENT) MIN.: REQUIREMENTS	SPECIFY BRAND AND RELATED SPECS BIDDING	APPROX. TOTAL PR/YEAR	U/M	UNIT PRICE	TOTAL NET PRICE
	Meets all U.S. Federal & State Safety Standards, no recaps, no rethreads, no used tires. All Blackwalls All P tires must & will be : Traction – A, Temperature – B Treadwear – 400 minimum. Requirements & guidelines for all listed <b>truck - off road</b> use & related tires below:	_____ _____ _____ _____ _____ _____				
8.	<b>P235/70R16 HT</b>		4	EA		
9	<b>P235/70R16 AT</b>		4	EA		
10	<b>LT235/75R15 HT</b>		2	EA		
11	<b>LT235/75R15 AT</b>		2	EA		
12	<b>P235/75R15 HT</b>		20	EA		
13	<b>P235/75R15 AT</b>		12	EA		
14	<b>LT235/85R16 HT</b>		2	EA		
15	<b>LT245/75R16 HT</b>		20	EA		
16	<b>P245/75R16 HT</b>		10	EA		
17	<b>LT265/70R17 AT</b>		7	EA		
18	<b>LT265/70R17 HT</b>		4	EA		
19	<b>LT265/75R16 AT</b>		3	EA		
20	<b>LT265/75R16 HT</b>		4	EA		
21	<b>LT265/75R16 AT</b>		5	EA		

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

**CATEGORY A TOTAL PRICE \$ \_\_\_\_\_.**

ABOVE PRICES ARE F.O.B.: \_\_\_\_\_

COMPANY NAME \_\_\_\_\_ TERMS: \_\_\_\_\_ PHONE \_\_\_\_\_

PHONE# \_\_\_\_\_

(BID PRICES MUST BE FIRM - FOR DURATION OF BID) (MUST BE F.O.B. DESTINATION UNLESS OTHERWISE STATED) All pricing includes delivery.

**ANNUAL BID: # 1997**

**CATEGORY A**

**TIRES: VEHICLE**

**MISCELLANEOUS LIST**

On all other **Miscellaneous Vehicle Tires not listed** Cameron County will receive \_\_\_\_\_ % off our catalog list prices.

**LIST PRICES TO ACCOMPANY ALL BIDS SUBMITTED.**

Bidder \_\_\_\_\_

Address \_\_\_\_\_

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

Signature \_\_\_\_\_

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

**ANNUAL BID: # 1997  
CATEGORY B**

**PATROL POLICE PURSUIT TIRES**

**MINIMUM SPECIFICATIONS: PATROL POLICE PURSUIT – HIGH RATED SPEED TIRES**

**BIDDER'S SPECIFICATIONS:**

(Please fill out basic or exceeding specifications. All wording must be written in column to the right and without confusion to avoid disqualification.)

1.	Must meet standards - Specifications for Pursuit/ Patrol/ Police use and related as such: Goodyear Firestone BFGoodrich General or Michelin or Pirelli (or Equivalent)	1.	_____
2.	P245/55R18 Firestone – Firehawk PV41, or Goodyear, or BF Goodrich, or General, or Michelin, or Pirelli or equivalent P225/60R18 Firestone – Firehawk GP Pursuit or Goodyear, or BF Goodrich, or General, or Michelin, or Pirelli or equivalent P235/55R17 Firestone – Firehawk GT Pursuit, or Goodyear, or BF Goodrich, or General, or Michelin, or Pirelli or equivalent P265/60R17 Firestone – Firehawk GT Pursuit, or Goodyear, or BF Goodrich, or General, or Michelin, or Pirelli or equivalent	2.	_____
3.	Radials	3.	_____
4.	Blackwalls	4.	_____
5.	Treadwear: 260 minimum	5.	_____
6.	Traction rating - A	6.	_____
7.	Temperature rating - A	7.	_____
8.	Speed – V Rated - minimum required	8.	_____

NAME OF BIDDER \_\_\_\_\_  
(Please print or type)

SIGNED BY \_\_\_\_\_  
(Sign name in writing) (Title)

ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NO. (\_\_\_\_) \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_



ANNUAL BIDS

PRICE PAGE

CATEGORY B

PATROL POLICE PURSUIT – HIGH RATED SPEED TIRES

<u>DESCRIPTION OF ITEM</u>	<u>ANNUAL ESTIMATED QUANTITY</u>	<u>PRICE EACH</u>	<u>TOTAL</u>
A. P245/55R18 Goodyear Firestone Firehawk PV41 BFGoodrich General or Michelin or Pirelli (or Equivalent)	200 each	_____	_____
B. P225/60R18 Goodyear Firestone Firehawk GP Pursuit BFGoodrich General or Michelin or Pirelli (or Equivalent)	200 each	_____	_____
C. P235/55R17 Firestone Firehawk GT pursuit BFGoodrich General or Michelin or Pirelli (or Equivalent)	200 each	_____	_____
D. P265/60R17 Firestone Firehawk GT pursuit BFGoodrich General or Michelin or Pirelli (or Equivalent)	200 each	_____	_____

CATEGORY B TOTAL PRICE

=====

Prices bid **MUST INCLUDE THE TEXAS STATE TIRE TAX! IF APPLICABLE**

NAME OF BIDDER \_\_\_\_\_

(Please print or type)

SIGNED BY \_\_\_\_\_

(Sign name in writing)

(Title)

ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE NO. \_(\_\_\_\_)\_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

**ANNUAL BID: # 1997**

**CATEGORY B**

**TIRES: PATROL POLICE PERSUIT**

**MISCELLANEOUS LIST**

On all other **Miscellaneous Patrol Police Pursuit Tires not listed** Cameron County will receive \_\_\_\_\_% off our catalog list prices.

**LIST PRICES TO ACCOMPANY ALL BIDS SUBMITTED.**

Bidder \_\_\_\_\_

Address \_\_\_\_\_

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

Signature \_\_\_\_\_

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

**CATEGORY C**

**SPECIFICATIONS FOR: TIRES: OFF-ROAD (Tractor, Grader, Backhoe, Heavy Truck)**

**BIDDER'S MINIMUM SPECIFICATIONS:** (Please fill out basic or exceeding specifications. All wording must be written in column to the right and without confusion to avoid disqualification.)

**THESE COLUMNS TO BE FILLED  
IN BY FIRM BIDDING**

**PRICES BID MUST INCLUDE THE  
TEXAS STATE TIRE TAX - (if applicable).**

	DESCRIPTION REQUIRED - OR (EQUIVALENT) MIN.: REQUIREMENTS	SPECIFY BRAND AND RELATED SPECS BIDDING	APPROX TOTAL PER/MON T	U/M	UNIT PRICE	TOTAL NET PRICE
	Meets all U.S. Federal & State Safety Standards, requirements & guidelines for all listed off road use and related tires below. No rethreads, no recaps, no used tires. Will be new.	_____			_____	_____
1	<b>Grader tire:</b> (rear) w/ skirt for rim 14.00 X 24 tubeless, 12 ply	_____	60	EA	_____	_____
2	<b>Grader tire:</b> (rear) w/ skirt for rim 17.5 X 25 tubeless, 12 ply	_____	60	EA	_____	_____
3	<b>Backhoe tire:</b> (front) 11L X 16 10 ply	_____	48	EA	_____	_____
4	<b>Backhoe tire:</b> (rear) 17.5 LR X 24 G/8 ply	_____	48	EA	_____	_____
5	<b>Roller Pneumatic</b> 7.5 X 15	_____	48	EA	_____	_____
6	<b>Tractor tire:</b> (front) 7.5 X 16 8 ply RIB	_____	48	EA	_____	_____
7	<b>Tractor tire Front</b> 7.5 X 18 3 RIB	_____	48	EA	_____	_____
8	<b>Tractor tire:</b> (front) 10 X 16 8 ply RIB	_____	48	EA	_____	_____
9	<b>Tractor tire:</b> (rear) 18.4 X 30 6 ply	_____	48	EA	_____	_____
10	<b>Tractor tire:</b> (rear) 18.4 X 34 6 ply	_____	48	EA	_____	_____
11	<b>Heavy Truck tire:</b> 10.0 X R20 G/14ply HT/ all position	_____	60	EA	_____	_____
12	<b>Heavy Truck tire:</b> 10.0 X R22.5 G/14ply HT/ all position	_____	60	EA	_____	_____
13	<b>Heavy Truck tire:</b> 11.0 X R22.5 G/14 ply HT all position	_____	48	EA	_____	_____
14	<b>Heavy Truck tire:</b> 11.0 X R22.5 H/16 ply Traction all position	_____	48	EA	_____	_____
15	<b>Backhoe Tractor tire:</b> 21 L X R24	_____	48	EA	_____	_____

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

**CATEGORY C TOTAL PRICE: \$ \_\_\_\_\_.**

ABOVE PRICES ARE F.O.B.: \_\_\_\_\_

COMPANY NAME \_\_\_\_\_ TERMS: \_\_\_\_\_ PHONE

PHONE# \_\_\_\_\_

(BID PRICES MUST BE FIRM - FOR DURATION OF BID) (MUST BE F.O.B. DESTINATION UNLESS OTHERWISE STATED) All pricing includes delivery.

**ANNUAL BID: # 1997**

**CATEGORY C**

**TIRES OFF-ROAD (Tractor, Grader, Backhoe, Heavy Truck)  
MISCELLANEOUS LIST**

On all other **Miscellaneous Off Road Tires not listed** Cameron County will receive \_\_\_\_\_% off our catalog list prices.

**LIST PRICES MUST ACCOMPANY ALL BIDS SUBMITTED.**

Bidder \_\_\_\_\_

Address \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Bid Title \_\_\_\_\_ Bidders Name \_\_\_\_\_ Date: \_\_\_\_\_

**REFERENCES**

Please list (3) three references - (1) should be a concessionaire customer who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this Bid.

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



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 proposal 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***

**RESIDENCE CERTIFICATION**

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

“Nonresident 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 §2252.001.

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

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

NON-COLLUSION STATEMENT

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

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

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

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

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

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

Signature of person submitting this Bid

Date

THIS FORM MUST BE RETURNED WITH YOUR BID

ORDER NO. 2007O2005

THE STATE OF TEXAS       §  
  §  
COUNTY OF CAMERON       §

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

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

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

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

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

**ADOPTED this 13 day of March, 2007.**

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

Cameron County Acct #'s : Real Estate \_\_\_\_\_ Personal Property \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_  
Date

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

**Certification**

**Regarding Debarment, Suspension Ineligibility**

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

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

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

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

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

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

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

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

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

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

Please answer each individual question. If it does not pertain to your company, please write "N/A" and sign at the bottom of page

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>		
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> 	<p>Date Received</p>  	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 100px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 100px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p>  <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p>  <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>		



## **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.

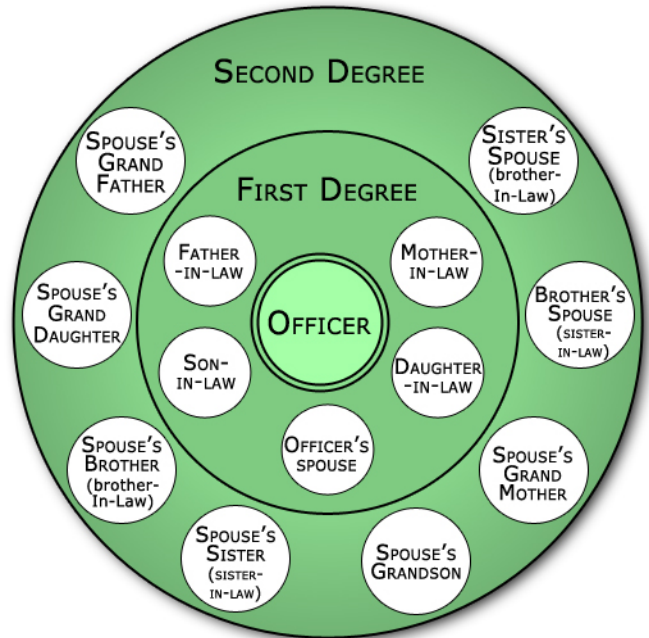
***THIS FORM MUST BE RETURNED WITH YOUR BID***

# NEPOTISM CHART

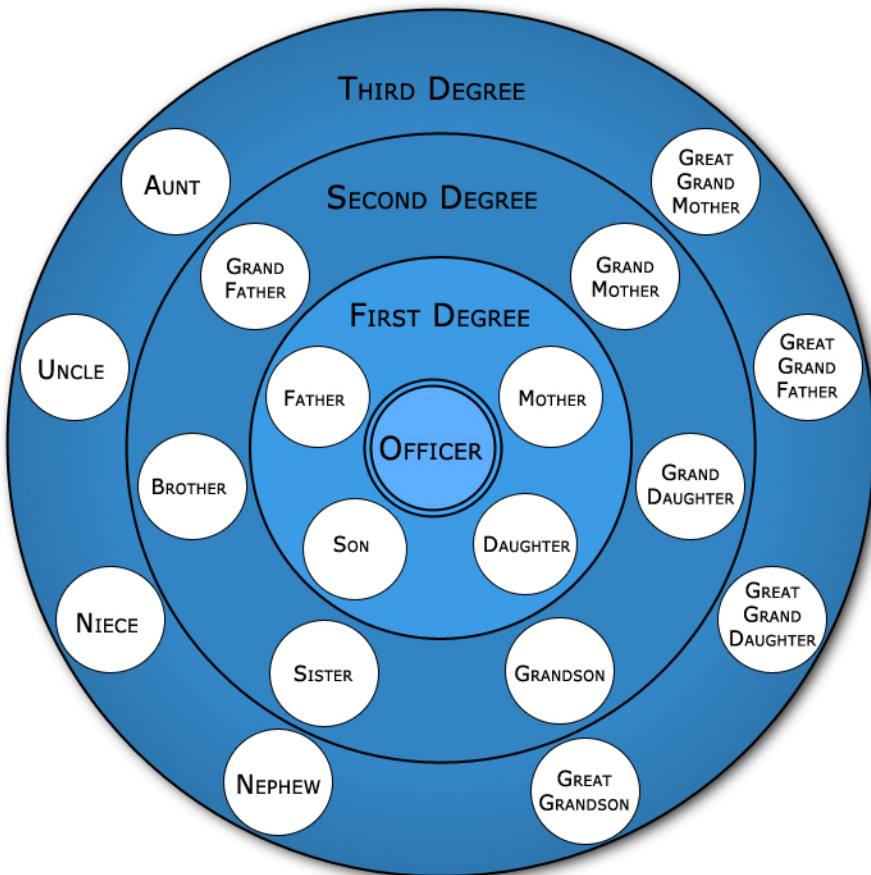
The chart below shows

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

## AFFINITY KINSHIP Relationship by Marriage



## CONSANGUINITY KINSHIP Relationship by Blood



**DISCLOSURE OF INTERESTS**

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

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

Date \_\_\_\_\_

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

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

\_\_\_\_\_

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

**DISCLOSURE QUESTIONS**

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

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

**DISCLOSURE OF INTERESTS (CONTINUED)**

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

Name	Title	Department

**CERTIFICATE**

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

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

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

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



**HOUSE BILL 89 VERIFICATION (REVISED)**

I, \_\_\_\_\_,  
[Person Name]

the undersigned representative of \_\_\_\_\_  
[Company or Business Name]

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

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

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

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

*Pursuant to Section 2270.001, Texas Government Code:*

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

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

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

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

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

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

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

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

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

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

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

**DISCRIMINATION:** In order to encourage fair employment practices, the Respondent agrees as follows: 1.) Respondent will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; 2) in all solicitations or advertisements for employees, the Respondent will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the Respondent will furnish such relevant information and reports as requested by the County for the purpose of determining compliance with these regulations; and 4) failure of the Respondent to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part.

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

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

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

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

Protests are made:

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

Grounds for protest:

1. Errors were made in computing the score.
2. The County failed to follow procedures established in the RFQ, the Purchasing policy on acquisitions or applicable state or federal laws or regulations.



3. Bias, discrimination or conflict of interest on the part of an evaluator. Protests not based on these criteria shall not be considered.

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

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

Review Process:

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

Final Determination - The final determination shall:

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

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

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



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

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

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

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

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

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

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

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

## APPLICABLE LAW

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

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

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

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

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

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

**INTERPRETATION PAROLE EVIDENCE:** Unless a separate contract or addendum hereof is prepared and entered into following the award of this RFQ to a successful respondent, this writing is intended by the parties as a final expression of the terms of this RFQ and the general terms of any resulting contract with the selected Respondent. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term. Acceptance or acquiescence in a course of

performance rendered under this RFQ and any resulting contract shall not be relevant to determine meaning even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

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

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

**RIGHT TO ASSURANCE:** During the RFQ process and any resulting contract, whenever a respondent or the County in good faith has reason to question the other's intent to perform, demand may be made that the other party give written assurance of intent. In the event that a demand is made, and no assurance is given within five (5) days, such failure may be treated as an anticipatory repudiation of the RFQ and any resulting contract.

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

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

**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**