



CAMERON COUNTY

Dear Vendor:

Welcome to the Purchasing Department of Cameron County. Like any other governmental entity, the County must abide by internal procedures as well as statutory regulations. The procedures found in this handbook are based on State laws. We strive for open and fair competition, while maintaining good will with all suppliers interested in doing business with the County.

To register as a Bidder visit www.TexasBidSystem.com . Please follow this registration process in order to receive Cameron County bid invitations. Please review this Guide for Suppliers, as it will answer questions you may have about County purchasing procedures. It includes instructions for preparing Bids, explanations of bid evaluation procedures, bid security and bonding considerations, as well as other information you will find useful.

In completing the Bidders' On-Line Registration Form, be sure all requested information is complete and accurate. Updated changes to your products, firm's name, address, phone numbers, etc., must be uploaded to this site as part of the update process. Be sure that current information about your firm is on file for full benefits of the solicitation process.

If you have any questions, please contact the Purchasing Department at 956 / 544-0871.

A handwritten signature in blue ink, appearing to read "Roberto C. Luna", is positioned above the printed name.

Roberto C. Luna, CPM, CTCD, CTCM
Cameron County Purchasing Department

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PURPOSE AND ORGANIZATION

This guide is intended to give a brief insight into the County's procurement process. The County's basic procurement philosophy is that competitive participation of the business community is vital to our mutual welfare. While this guide does not encompass every detail of all regulations, practices, and statutes governing purchasing, it does provide the basic principles of our procurement practices.

The County's Purchasing Department is responsible for buying all the supplies, materials, and equipment necessary for the delivery of municipal services, as well as for contracting minor construction and professional or personal services. Consequently, the Purchasing Department is the only entity within the County government authorized to issue bid invitations over \$25,000, discuss price and delivery commitments, and to release purchase orders and term contracts. The Purchasing Department is located at: Cameron County Courthouse, 1100 E. Monroe Street, Brownsville, Texas 78520.

NOTE: Cameron County's Purchasing Department is separate from, and in no way related to, the Purchasing Departments for the Brownsville Independent School District, Texas Southmost College, and the City of Brownsville. Each of these entities maintains separate Purchasing Departments. Cameron County has executed Interlocal Purchasing Agreements with several local entities that do allow for cooperative purchasing of selected items.

POLICY STATEMENT

The Purchasing Department attempts, at all times, to maintain goodwill between the County government and the business community. Toward this end, we strive to:

- 1) Give all suppliers full, fair, prompt, and courteous consideration.
- 2) Keep competition open and fair.
- 3) Solicit supplier suggestions in the determination of clear and adequate specifications and standards.
- 4) Cooperate with suppliers and consider possible difficulties they may encounter.
- 5) Observe strict truthfulness and the highest ethics in all transactions and correspondence.

ETHICS

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, than 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 Bid submitted. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, 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 performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities. Consistent and continued tie bidding could cause rejection of bids by the County and/or investigation for Anti-Trust violations. Bidder guarantees that he has not retained a person to solicit or secure this 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 contractor for the purpose of securing business.

LOCAL PREFERENCE

LOCAL PROPOSER'S PRINCIPAL PLACE OF BUSINESS - 3% PREFERENCE: (consideration of location) The County Commissioner's Court may award to the lowest Proposer or the Proposer whose principal place of business is within Cameron County if the Commissioner's Court determines, in writing, that the local Proposer offers the County the best combination of contract price and additional economic development opportunities for Cameron County created by the contract award, including the employment of residents of Cameron County and increased tax revenues to Cameron County. This option exists only within 3% pricing of the lowest RFP/RFQ price. In order to provide the County Commissioner's Court adequate information for assisting in considering this option, the RFP/RFQ should submit with each RFP/RFQ the following information for Commissioner's Court review with all information requested to be detailed and \$\$\$ current quantifiable numeric data. 1. Where is your principal place of business (ie: Corporate Headquarters) City, County, State, Signature of Proposer, Title, Date? Along with this information, submit information with responses to the following questions. 2. Why and how Proposer believes that the local Proposer offers the County additional economic development opportunities for Cameron County created by the contract award? 3. How will the award to local Proposer benefit the employment of residents of Cameron County? 4. How many employees does Proposer employ within Cameron County and how many employees are affected financially by the award/purchase? 5. How will award to local Proposer increased tax revenues to Cameron County? This information should be provided and updated with each RFP/RFQ submitted to the County. If Proposer is local and within 3% of the lowest RFP/RFQ, this information will be submitted to Commissioner's Court along with tabulation sheet. There has been no mandatory requirement or Policy established by Commissioners Court which requires submitting answers to these questions or attending Commissioners Court meetings for the awarding of bids relative to 3% local preference, however individual Commissioners may or may not have preferences (relative to these issues) when making their decision. This paragraph will be revised upon policy change made by Commissioners Court.

H.U.B. VENDORS

Minority or Women-Owned Business: Must be on the Historically Under-utilized (HUB) List. For more information contact:

<https://www.cameroncountytexas.gov/purchasing-hub-sba-local-vendor/>

HUB

Cameron County HUB Program Historically Underutilized Business

HUB is an entity with at least 51% of business owners being economically disadvantaged persons of a qualifying group including: Black American, Hispanic American, Native American Indian, Asian Pacific American, and/or American Woman.

Cameron County encourages and strives towards an ever-increasing expansion in opportunities for HUB's in assisting the County for its Purchasing needs.

Objectives of County HUB Program

- On going increase in procurement opportunities for HUBs
- Assisting HUBs with registration to the Bidders List and Bid opportunities that may be of interest.
- Directing HUBs to various beneficial web links giving them additional opportunities

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

HUB Certification Source Links:

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

HUB Questions Cameron County contact:

Dalia Loera, Assistant Purchasing Agent

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

SBA

SBA Source Links:

- [Small Business Administration \(SBA\) US](#)
- [SBA Local Assistance – District Offices](#)
- [SBA Local Assistance -Lower Rio Grande Valley District Office](#)

REQUEST FOR SUPPLIER INFORMATION

In order to be placed on the correct bid lists, simply complete a Bidder's On-Line Registration indicating which commodities or services your firm can supply. A detailed listing of the goods or services that the County might purchase is available in the Purchasing Office and on the Purchase web site "Bid Schedule".

To register as a Bidder visit www.TexasBidSystem.com .
Please follow this registration process in order to receive Cameron County bid invitations.

If you should have any questions please contact us

by mail & in person:

Cameron County Purchasing
Purchasing Department
1100 East Monroe St.
Brownsville, Tx. 78520

Your firm will then receive (automated response from Texas Bid System) bid request when a need for your product or service exists.

Cameron County reserves the right to remove vendors due to 1) failure to deliver merchandise within agreed to schedule 2) delivery of substandard merchandise or services.

BUSINESS CERTIFICATION

As part of the application process to do business with the County, vendors are to certify if their firm meets one or more of the categories of business below.

Small Business: A concern, which is independently owned and operated, and which is not dominant in its field of operation. The business employees fewer than fifty (50) employees and/or does less than \$3 Million in annual business volume from this local operation.

SUPPLIER PERFORMANCE

Purchasing will establish Vendor Performance files for all vendors doing business with the County. Suppliers should keep Purchasing advised of any changes to their marketing or remittance addresses, as well as additions or deletions in goods or services offered. Doing so will ensure that your firm receives appropriate bid requests or requests for proposals, as well as ensuring that payments are made to proper addresses.

Delivery Dates. Failure to meet a specified delivery date reflects on your performance and could be a factor in subsequent award determinations. It is the supplier's responsibility to notify the Purchasing Department when a delay in the delivery schedule is anticipated or occurs. At that time, the supplier should indicate the new anticipated delivery date and the reason for the delay. It should be noted that failure to deliver within contractual delivery schedules may result in the supplier being declared in default. In that event, termination action will be taken by the County under the provisions of the Uniform Commercial Code as adopted by the State of Texas.

Quality and Service. Unsatisfactory product quality or service performance also reflects on a supplier and could be a factor in subsequent award determinations as well as removal as active bidder. Such a performance can increase the County's operating costs and must be taken into consideration when awards should be made to the "lowest responsible bidder".

PRESENTING YOUR PRODUCT

You will find the Purchasing Department ready and willing to assist you in competing for the County's business. If you have a product to sell, please feel free to stop by and talk to us. Please call (956) 544-0871.

PROCUREMENT METHODS

Cameron County employs the following methods to procure goods and services:

Purchases in Amounts of \$1 - \$3,000.00 may be made on the basis of one (1) quotation.

Purchases in Amounts of \$3,000.00 - \$14,999 may be made by the Purchasing Department on the basis of three (3) written quotations.

Purchases in Amounts of \$15,000 - \$24,999 may be made by the Purchasing Department on the basis of three (3) written quotations only with Commissioners Court specific approval.

Purchases in Amounts of \$25,000 or greater are subject to requirements of the competitive bid process unless specifically exempted by State law.

Emergency Purchases occur after normal working hours or on weekends when it is necessary to satisfy operational needs of an immediate nature. The Department making the emergency purchase will notify the Purchasing Department on the next workday, and a confirming purchase order will be assigned.

Confirming Purchase Orders are verbal authorizations from the Purchasing Department to authorize personnel in the requesting department to place orders on behalf of the County when goods or services are required to satisfy immediate operational needs. **Purchase Orders are required prior to any Vendors releasing from Vendor's location, shipping, delivering: Equipment, Materials, Supplies, or rendering Services.**

Service Agreements are contracts for service and repair of equipment generally established annually or at the acquisition of the equipment. The Purchasing Department will coordinate service agreements. Departments will contact authorized vendors when service/repair of equipment is needed.

BIDDING METHODS

Cameron County utilizes competitive bidding for the contracting of goods and services over \$15,000 unless exempted by State law or approved by Commissioner's Court over \$15,000 but less than \$25,000. Since competitive bidding is the foundation of all purchases, we make every effort to continually seek sources that have the capability to meet the needs of the County at competitive prices.

Public Advertising. Purchases and contracts involving the expenditure of more than \$25,000 require public notice of the time and place where sealed bids or proposals will be received. All public notices will be advertised in the "official newspaper" for County notices as determined by the Commissioners Court, as well as various other advertising methods. For the name of the current "official newspaper", and other advertising methods being utilized, contact the County's Purchasing Department by telephoning (956) 544-0871.

Public Accessibility to Bids and Proposals. Subject to the following conditions, copies of competitive bids are available to interested parties. Copies will be made so as not to disrupt the normal operation of the Purchasing Department. Copies of data and information submitted in competitive sealed proposals/bids are not available prior to the time the contract is being considered for approval by Commissioners Court or awarded by the County. The cost of copies is subject to the County's standard charges of public records. Vendor proprietary information and data which is clearly marked as such by vendors is not considered public information (Chapter §552, Government Code, V.T.C.A., the Open Records Act). The County will assume that vendor information is not proprietary unless it is clearly marked by the vendor.

Request for Proposal. The County utilizes the Request for Proposal (RFP) Method in the procuring of goods, services, or professional services. This method is used when the competitive bidding process is not suitable, as in certain professional services under the State of Texas Statutes. The RFP provides to the potential vendor information such as work statement, time frame, specifications, and specific criteria to be used in evaluating a proposal. We request the vendor to provide information such as an understanding of the work to be done, the approach to be used, and pricing data, which may include a price breakdown or cost schedule, so the cost to the County can be adequately considered. In high technology acquisitions, RFPs are opened so as to avoid disclosure of contents to other vendors during review. Discussions may be conducted by an evaluation committee with responsible vendors who submit competitive sealed proposals determined to be reasonably suitable for being selected for an award. The purpose is to clarify and assure full understanding of, and responsiveness to, the requirements. On occasion, these vendors are requested to submit the best and final offer.

Request for Sealed Bids. Unless exempted by State law, municipal purchases of goods or services exceeding \$25,000 must first submit such contract to the sealed bid process. This process shall include the advertisement for bids, receipt of sealed bids in accordance with plans and specifications, public opening of bids, and award of contract by the Commissioners Court.

BID SECURITY-BONDING

In order to protect the interests of Cameron County taxpayers, the County may require bonding security on bids and contracts, depending on the dollar amount involved.

Bid Security. Bid security, in the form of a cashier's check, certified check, or bid bond is mandatory for bid submission for all bids of \$100,000 or greater in value. Although usually five (5%) of the bid value, the amount of the security may vary depending on the specifics of the bid. Bids for amounts less than \$100,000 may require security, depending on the specifics of the bid.

Performance and Payment Bonds. (in connection with a contract for the construction, alteration, or repair of any public building or completion of any public work) In accordance with State statutes covering governmental purchases, performance bonds are required on any contract exceeding \$100,000. Payment bonds are required on any contract exceeding \$25,000. The County may also elect to require performance and payment bonds for contracts other than public works contracts.

INSURANCE

The County requires that all contracts contain certain insurance coverage to be provided by the contractor, lessee, etc.. The requirements set forth below should be considered minimal. Any exceptions to this coverage shall be reviewed and approved by the County prior to award of contract. Contractors who engage subcontractors shall be responsible to see that subcontractors procure and maintain the same insurances required of the contractor.

An original copy of all applicable insurance certificates should be provided to the County in accordance with the bid documents prior to the start of any work. The certificate(s) of insurance shall contain the following information:

1. Name of insurance company.
2. Policy number.
3. Inception/expiration date.
4. Description of coverage.
5. Limits of insurer's liability.
6. County as additional insured (property and liability policies).
7. Notice of cancellation condition (i.e. notice to the County at least ten (10) days prior to policy cancellation or substantial change).
8. A waiver of subrogation in favor of the County on Worker's Compensation Insurance.
9. Policies shall be written by companies authorized to do business in the State of Texas and rated "A-6" or better by *A. M. Best*, or "A" or better by *Standard and Poor's*.

NOTE: The contract insurance requirements are subject to modification as may be published in the bid documents.

CONTRACT INSURANCE REQUIREMENTS

Specific insurance requirements are incorporated into the bid documents and specifications of each bid. Insurance requirements for Cameron County are constantly under review to determine the appropriateness of both coverage and values.

SUBMISSION OF BIDS

Sealed bids must be received in the Purchasing Department prior to the due date and time, or they will be considered to be non-responsive. Bids received after the due date/time or "FAXED" bids will not be accepted.

Sealed bids are opened, in the County Purchasing Department, on Bid deadline date, as specified in the bid request. Bid openings are open to the public. At RFP/RFQ opening only the Proposer's names are read out but proposal content is not open for public review at that time. Your firm's representative is welcome to attend, whether or not engaged in the bidding.

Modification or Withdrawal of Bids. Bids may be modified by written notice or in person by the bidder or authorized representative, provided proper identification is provided. However, the modification may only be made prior to the hour and date set for the receipt of bids. To maintain the integrity of the bidding process, a bid that has been opened by the County is not subject to alteration for the purpose of correcting an error in the bid price, unless the mistake is clearly evident from examining the bid document (e.g. extension of the unit prices or errors in addition). This policy does not revoke the right of a bidder to withdraw a bid due to material mistakes prior to bid opening by the County. Bids for contracts over \$25,000 may be withdrawn before bid opening or after with permission from the Commissioners Court.

BID EVALUATION AND AWARD

It is the policy of the County to purchase from suppliers who have adequate financial strength, management, and service capabilities, high ethical standards and integrity, the ability to provide materials which consistently meet the County's requirements and are otherwise qualified and eligible to receive an award under applicable laws and regulations.

Texas Resident Bidders. Except for a contract involving federal funds, a contract may not be awarded to non-resident bidder, unless a non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that the Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located. This does not apply in circumstances where a non-resident bidder is owned by a majority owner or a parent company with its principle place of business in Texas (Article 601G, V.A.C.S. An Act relating to bids by non-resident bidders).

RFP / RFQ EVALUATION & AWARD

Evaluation: Evaluation shall be used as a determinant as to which RFP/RFQ items or services are the most efficient and/or most economical for the County. It shall be based on all factors which have a bearing on the price and performance of the items/services in the user environment. All RFP/RFQ's are subject to tabulation by the Cameron County Purchasing Department and Evaluation Committee's recommendation to Cameron County Commissioners Court. Compliance with all RFP/RFQ requirements, delivery and needs of the using department are considerations in evaluating RFP/RFQ's. **Pricing is NOT the only criteria for making a recommendation (see criteria).** The Cameron County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any RFP/RFQ.

Award: Cameron County may hold all RFP/RFQ's for a period of sixty (60) days. Cameron County reserves the right to delete any item it considers too expensive. RFP/RFQ's prices are to be F.O.B. Cameron County. All discounts will be considered in determining the lowest, responsible Proposer. Cameron County reserves the right to award this contract on the basis of EVALUATION CRITERIA (AS STATED IN RFP/RFQ) in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all RFP/RFQ's. A written purchase order or notice of award mailed or otherwise furnished to the successful Proposer within the time of acceptance specified in this package results in a binding contract without further action by either party.

Identical Bids. When two (2) or more responsible bidders submit the lowest responsible bids, and these bids are identical in both amount and nature, the County will enter into a contract with only one of the responsible bidders, as selected by casting of lots by the County. It should be noted that this does not prohibit multiple and progressive awards, if specified in the bid request.

Specifications: By law, the County must accept the "lowest responsible bid" in any given bid situation. To accomplish this, the County uses a two-step approach when evaluating bid responses. The first, and primary, step is to determine which responses "mirror" our specifications. It is incumbent upon the County to develop specifications that promote competition, while at the same time ensuring our operating needs are met. To promote fair competition, it is paramount that vendors are competing on a level playing field. County policy, coupled with recent case law interpretation, states that before a bid passes through to the next stage of the evaluation process, the vendor response must "mirror" our specifications, that is, it must take no exceptions. After we have established which bids were responsive to our specifications, we then go to the lowest bid and ask ourselves, "is this a responsible vendor?". (Have we ever had documented problems with failure to deliver as promised, lost orders, receipt of equipment not adhering to specifications, etc.? Does the bidder have the necessary manpower, experience, equipment and economic stability to perform the contract?) If we determine that the lowest bid to meet specifications was from a "responsible" vendor, that is the bid we are required by law to accept.

BIDS THAT TAKE ANY EXCEPTIONS TO OUR SPECIFICATIONS WILL NOT BE FURTHER CONSIDERED.

Insurance/Bonding Requirements: Many bids Cameron County is involved in have insurance and bonding requirements as part of the specifications, or sample contract, mailed with the bid. **THE BONDING AND INSURANCE REQUIREMENTS IN A BID CANNOT BE WAIVED.** You are expected, if awarded the contract, to furnish us with an insurance certificate satisfying ALL requirements. Please consult your insurance agents prior to submitting a bid to determine whether or not you will be able to secure the necessary insurance. If you determine you will not be able to meet our requirements, please save yourself a considerable amount of time by not bidding the project.

Partial Awards. Unless the bid document specifies otherwise, the Purchasing Department may award a contract for any item or group of items shown on the bid request.

Reservations The County expressly reserves the right to: (1) waive any informality; (2) waive any defect, irregularity or informality in any offer of solicitation procedures; (3) reject any or all bids, or portion of a bid; (4) re-issue a bid request; (5) extend the bid opening time and date; (6) procure any item by other means; and (7) increase or decrease the quantity specified in the bid invitation, unless the bid specifies otherwise.

Award Notification. Official notification of a purchase award can only be made by the Purchasing Department. Notice of award given by any other agency of the County may be premature and inaccurate. Award of an open market purchase is made by issuing a Cameron County Purchase Order. The successful bidder(s) of a price agreement is notified of the award by letter from the County's Purchasing Department. Included will be a summary of prices and commitments made in the bid.

Protest Procedures: Procedure - This protest procedure is available to vendors responding to this Bid requesting a debriefing conference.

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

Protests are made -1. To the Purchasing Department after the debriefing conference. Vendor protests shall be received, in writing, by the Purchasing Department within five (5) business days after the vendor debriefing conference. 2. To the Protest Committee, only after the protest to the Purchasing Department was not resolved satisfactory to the protestor. Protests to the Protest Committee shall be made within five (5) business days after the vendor has received notification from the County Purchasing Department of his/her decision.

Grounds for protest – 1. Errors were made in computing the score. 2. The County failed to follow procedures established in the RFP, the Purchasing policy: Acquisition 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 vendors shall include, in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Vendors 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 vendor protest, the Purchasing Department shall postpone further steps in the acquisition process until the vendor 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 vendor. b) A written decision will be delivered to the vendor within five business days after receipt of the protest, unless more time is needed. The protesting vendor 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 vendor 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 the Purchasing Department in order to be considered. The resulting decision is final, with no further administrative appeal available.

TAX EXEMPTION

The County is exempt from payment of federal excise and transportation taxes, as well as Texas State of local sales and use taxes. If it is determined that the prices quoted and recorded on any order or invoice rendered include any such taxes, the amount of the taxes will be deducted from the total of the invoice.

INVOICING AND PAYMENT REQUIREMENTS

Please submit all invoices to: Cameron County
 Attn: Accounts Payable
 1100 East Monroe Street,
 Brownsville, Tx. 78520

To avoid any delay in payment, always reference the Purchase Order Number of one (1) of the following numbers on the invoice:

- (1) Department Number
- (2) Service Contract/Agreement Number
- (3) Emergency Purchases (Requestor's Name)

Payment Terms & Inquiries

Normal County payment terms are net 30 days. Any discount available to the County for prompt payment should be noted. Unless otherwise noted, discounts will be calculated from the date of delivery, or date of invoice, whichever is more recent.

Invoices with terms "Payment upon receipt" or "Payment upon completion" are paid the same as net 30 days.

Cameron County pays vendors. All checks are MAILED on Wednesday of each week.
Please direct any payment questions to the mailing address noted, or you may call (956) 544-0822.

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

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

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

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

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

CANCELLATION AND TERMINATION: In any contract resulting from the RFB, the County shall have the right to cancel all or any part of the undelivered portion of the contract if (1) Bidder breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or the (2) Bidder becomes insolvent or files for bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Cancellation of work hereunder shall be affected by the delivery of a "Notice of Cancellation of Undelivered Work" specifying the extent to which performance of work, including all goods and services, under the contract is cancelled and the date upon which such cancellation becomes effective.

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

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

CONTRACT RENEWALS: Contract Renewals must receive Commissioners Court approval. For contract renewal status and information, please contact Elisa Cisneros at 956-982-5405 e-mail: Elisa.Cisneros2@co.cameron.tx.us Cameron County Purchasing Dept. or Dylbia Jeffries 956-550-1340 djefferies@co.cameron.tx.us at the Cameron County Civil Legal Department. Any price escalations are limited to those stated by the original contract terms. All contracts with a one (1) year renewal option

require that the Bidder must notify Cameron County of any anticipated price increases in writing at least three months (90 calendar days) prior to the annual renewal award date unless otherwise specified within the specific provisions of the contract up for renewal. This allows the County sufficient time to find an alternative vendor, if possible. If Bidder fails to notify the County within the time noted it shall be assumed that there will be no price increase for the following year's award period if renewed. This procedure does not apply to any contract which allows for Open Market Price increases or Cost allowance increases.

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

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

EVALUATION: All responses will be evaluated in accordance with law and reviewed to assure they are in the best interest of Cameron County. Evaluations shall be based on criteria bearing on price, and performance of the items or services in the user environment. Any specific criteria section or sections identified elsewhere in the RFB should comply with all RFB requirements, delivery terms and needs of the using department which are considerations in evaluating responses. The Cameron County Purchasing Department reserves the right to contact any Bidder, at any time, to clarify, verify or request information with regard to that Bidder's response.

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

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

Protests are made: 1. To the Purchasing Department after the debriefing conference. Bidder protests shall be received, in writing, by the Purchasing Department within five (5) business days after the debriefing conference. 2. To the Protest Committee, only after the protest to the Purchasing Department was not

satisfactorily resolved. Protests to the Protest Committee shall be made within five (5) business days after the Bidder has received notification from the County Purchasing Department of its decision.

Grounds for protest:

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

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

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

Review Process:

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

Final Determination:

The final determination shall:

1. Find the protest lacking in merit and uphold the agency's action; or
2. Find only technical or harmless errors in the agency's acquisition process, determine the agency to be in substantial compliance, and reject the protest; or 3. Find merit in the protest and provide the agency options which may include recommendations to a) correct its errors and reevaluate all RFBs, and/or b) reissue the

Bidder solicitation document; or c) make other findings and determine other courses of action as appropriate.

Protest Committee Review Process:

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

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

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

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

LOCAL BIDDER'S PRINCIPAL PLACE OF BUSINESS - 3% PREFERENCE: (consideration of location) This local preference consideration is allowable for Equipment and Supplies but not allowed for Services and/or Construction related requests. The County Commissioner's Court may award to the

lowest Bidder or the Bidder whose principal place of business is within Cameron County if the Commissioner's Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities for Cameron County created by the contract award, including the employment of residents of Cameron County and increased tax revenues to Cameron County. This option exists only within 3% of the lowest price. In order to provide the County Commissioners Court adequate information in considering this option, the Bidder should submit with each bid response the following information for Commissioners Court's review with all information requested complete with detailed, current and quantifiable numeric data:

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

- a.) Why and how Bidder believes that the local Bidder offers the County additional economic development opportunities for Cameron County created by the contract award?
- b.) How will the award to local Bidder benefit the employment of residents of Cameron County?
- c.) How many employees does Bidder employ within Cameron County and how many employees are affected financially by the award/purchase?
- d.) How will award to local Bidder increased tax revenues to Cameron County?

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

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

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

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

NAME BRANDS: Specifications may reference name brands and model numbers. It is not the intent of Cameron County to restrict responses to RFBs in such cases, but to establish a desired quality level of

merchandise or to meet a pre-established standard common to similar existing items. Bidders may offer items of equal stature and standard, but the burden of proof of such stature and standard rests with Bidders. Cameron County shall act as sole judge in determining equality and acceptability of products offered.

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

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

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

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

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

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

USAGE REPORTS: Cameron County reserves the right to request and receive at no additional cost up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this RFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Cameron County department with a description, of each item purchased, including the manufacturer, quantity of each item purchased, the per unit and extended price of each item purchased, and the total amount and price of all items purchased.

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

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

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

Bidders may not limit or exclude any implied warranties.

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

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

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

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

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

SAFETY WARRANTY: As noted above, Bidder warrants that the products sold to County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, County may return the product for correction or replacement at the Bidder's expense. In

the event Bidder fails to make the appropriate correction within a reasonable time, correction made by County will be at Bidder's expense. Have you attached the required warranty information to the RFB (if applicable)? "Yes" or "No"

APPLICABLE LAW

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

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

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

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

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

discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

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

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

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

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

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

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

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

RIGHT TO ASSURANCE: During the RFB process and any resulting contract, whenever a Bidder or the County in good faith has reason to question the other's intent to perform, demand may be made that the

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

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

VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Cameron County, Texas.

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

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

OTHER TERMS: The Bidder shall state any exceptions desired to these terms and conditions and may suggest alternate wording that addresses the intent of the term or condition. The County may accept or reject any suggestions in accordance with the law.

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<http://www.co.cameron.tx.us/purchasing/index.htm>

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