



**CAMERON COUNTY
PURCHASING DEPARTMENT
INVITATION TO RFP**

RFP NUMBER: #1472

RFP TITLE: JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM (JJAEP)

DATE DUE: MAY 28, 2025

DUE NO LATER THAN 3:00 P.M.

RFP's will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – Basement Floor – Room # B17 at 3:01 p.m. (as per Purchasing Dept. time clock) on deadline due date. RFPs received later than the date and time above will not be considered.

Please return RFP **ORIGINAL (marked "ORIGINAL") AND ONE (1) COPY (marked "COPY")** sets and **an electronic copy on a flash drive (searchable PDF format file only)** of your RFP submittal for review by evaluation committee in a sealed envelope. Be sure that return envelope shows the RFP Number, Description and is marked "SEALED RFP".

RETURN RFP TO:

by U.S. mail or delivered to the office of Purchasing Dept., **County Courthouse (Dancy Bldg.)**
1100 E. Monroe St, Basement floor, Suit #B17, Brownsville, Texas 78520.

Questions/clarifications must be submitted by: Friday, May 16, 2025, before 3:00 p.m. C.S.T.
(e-mail to purchasing@co.cameron.tx.us or fax to 956-550-7219, attention to Roberto C. Luna, Purchasing Agent)
Addendum to answer all questions/clarifications will be released on Wednesday, May 21st, 2025.

For additional information or to request addendum contact: Roberto Luna or Dalia Loera at (956) 544-0871, E-mail: purchasing@co.cameron.tx.us. To ask specific questions on project requirements, please call: Purchasing Office at (956) 544-0871

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: _____

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

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

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

SIGNATURE: _____ Print Name: _____

Is Proposer'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 RFP according to the published provision of this RFP. When an award letter is issued, this RFP becomes the contract. If a RFP required specific Contract is to be utilized in addition to this RFP, this signed RFP will become part of that contract. When an additional Contract is required a RFP award does not constitute a contract award and RFP Contract is not valid until contract is awarded by Commissioners Court (when applicable) signed by County Judge) and Purchase Order is issued.

Responders 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 page will disqualify the BID/PROPOSAL offer.

ACKNOWLEDGMENT OF RECEIPT
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM (JJAEP)
RFP # 1472

Please submit this page upon receipt

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

Please fax or e-mail this page upon receipt of RFP package no later than **Friday, May 23rd, 2025 before 3:00 p.m. CST.** All questions regarding this RFP should also be submitted no later than the stated date and time on RFP cover page.

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

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

Date: _____

☐ Yes, I will be able to submit a Proposal.

☐ No, I will not be able to submit a Proposal for the following reason:

_____.

Company Name: _____

Company Representative Name: _____

Company Address: _____

Phone #: _____ Fax #: _____

E-mail Address: _____

CHECK LIST

Proposers 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 Proposer's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your RFP packet.

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

Attachments

- ☒ **Addendum Acknowledgment Form – Attachment 1 (Page 33 of 78)**
Be sure to complete these form and return with packet.
- ☒ **Attachments A, B, C, D, E, F, G, H, I, J, K & L**
Be sure to complete these forms and return with packet.
- ☒ **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 RFP

- ☐ Is your RFP sealed with RFP #, title, Proposer's Name, & return address, on outside?
- ☐ Did you complete, sign and submit page 1?
- ☐ Did you provide the number of copies as required on the cover page?
- ☐ Did you visit our website for any addendums? <https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/>

If not interested in responding please let us know why e-mail to: Purchasing@co.cameron.tx.us

JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM (JJAEP)

RFP # 1472

INSTRUCTIONS FOR SUBMITTING PROPOSALS

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

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

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

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

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

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

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

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions results in a change or addition to this RFP, 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 RFP's must be backed-up by written addendum or written Q/A clarifications which would be posted on County Purchasing Web site. Without written Addendum or written Q / A clarification, verbal changes to RFP will not apply.

Sign the Vendor's Affidavit Notice, complete answers to **Attachments A, B, C, D, E, F, G, H, I, J, K & L** and return all with your RFP.

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

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

Objectives of County HUB Program

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

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

HUB Certification Sources:

- [State of Texas HUB Certification Process](#)

[Historically Underutilized Business \(HUB\) Program \(texas.gov\)](#) [Texas Statewide HUB System | Texas Comptroller of Public Accounts \(gob2g.com\)](#)

- [Register with State as a HUB Vendor](#)

- [HUB Certification Agreements](#)
- [HUB Minority & Women Organizations](#)

M/WBE's & HUB's Questions Cameron County contact:
Purchasing Department
P: 956-544-0871 | Email: purchasing@co.cameron.tx.us

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

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

CONFLICT OF INTEREST QUESTIONNAIRE:

For vendor or other person doing business with local governmental entity

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

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

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

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

can be downloaded at the following web site:

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

DISCLOSURE OF INTERESTS:

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

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

can be downloaded at the following web site:

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

TEXAS ETHICS COMMISSION FORM 1295

All RFPs 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 RFP award. There is no charge for this TEC online process.

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

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

PROPOSER SHALL SUBMIT RFP ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE RFP PACKET. In the event of inclement weather and County Offices are officially closed on a Proposal deadline day, RFP's will be received until 2:00 p.m. of the next business day. Proposals will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – Basement Floor – Room # B17 (as per Purchasing Dept. time clock).

RFP's SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

PRESENTATIONS SEQUENCE TO EVALUATION COMMITTEE. Presentations to Evaluation Committee will be sequenced (in order) as determined by the utilization of RANDOM.ORG. Process will be conducted in the Purchasing Dept. with Auditor's designee present.

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

PROPOSERS MAY ATTEND PUBLICLY HELD COMM COURT MEETING FOR AWARD OF THIS SOLICITATION. All responding proposers are welcome to attend the publicly held Commissioners Court meeting relative to the outcome / award of this solicitation. Court Meeting agenda date and times may be obtained at the following web site: <https://www.cameroncountytexas.gov/commissioners-court-agendas/>

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

BINDING EFFECT: This resulting agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Texas. Cameron County RFP, the Proposer's RFP in response to the Request for Proposal and any additional negotiated conditions reduced to writing will constitute the contract between the successful Provider and Cameron County. This agreement then constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. By mutual agreement, the parties may, from time to time, promulgate scope of service documents to define the scope of services for such areas including but not limited to Juvenile Student Services. Such scope of service documents will be incorporated into the contract agreement. Provider acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules, regulations and orders.

LAWS, RULES, REGULATIONS, ORDERS: The Proposer must at all times comply with all applicable laws, rules, regulations and order of the Federal Government, State of Texas, County of Cameron, and the City of Brownsville. Proposer must, also meet and comply with all current Texas Juvenile Justice Department requirements.

PLEASE NOTE CAREFULLY

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

1. **ORIGINAL (marked "ORIGINAL") AND ONE (1) COPY (marked "COPY")** sets and **an electronic copy on a flash drive (searchable PDF format file only)** of your RFP submittal for review by evaluation committee in a sealed envelope **MUST BE SUBMITTED**. Each RFP shall be placed in a separate envelope completely and properly identified with the name and number of the RFP. RFP's must be in the Purchasing Department **BEFORE** the hour and date specified.
2. Proposals MUST give full firm name and address of the proposer. **Failure to manually sign RFP will disqualify it.** Person signing RFP should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT.
3. Proposals CANNOT be altered or amended after deadline time. Any alterations made before deadline time must be initiated by Proposer or his authorized agent. No RFP can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.
4. Written and verbal inquiries pertaining to bids must give RFP Number and Company.
5. NO changes or cancellations permitted without written approval of Purchasing Agent. The County reserves the right to accept or reject all or any part of any RFP and waive minor technicalities.
6. This is a RFP inquiry only and implies no obligation on the part of Cameron County.
7. Partial RFP's will not be accepted unless awarded by complete category or line item. **To be awarded by** Final selection will be based on the evaluation procedure described in this RFP package and may result in the selection of more than one proposer, with each proposer determined to be qualified and offering a reasonable cost. However, it is possible that a single proposer will be selected. In addition, the County may wish to enter into simultaneous negotiations with the top two or three ranked proposers.
8. It is expected that the Proposer will meet all state and federal safety standards and laws in effect on the date of the RFP, for the item(s) being specified, and the particular use for which they are meant.
9. It is the responsibility of the Proposer to ask any and all questions the Proposer feels to be pertinent to the proposal. Cameron County shall not be required to attempt to anticipate such questions for proposers. Cameron County will endeavor or respond promptly to all questions asked.

10. If PROPOSER takes exception to specifications or reference data, he will be required to provide details etc. as specified.
11. A proposal may not be withdrawn or canceled by the proposer without the written acknowledgment of the County for a period of sixty (60) days following the date designated for the receipt of proposal, and proposer so agrees upon submittal of the proposal.
12. If a Bid Bond is required in this Proposal it must be included in Proposers Sealed RFP package.
13. The County reserves the right to accept or reject all or any part of any RFP, waive minor technicalities. The County of Cameron reserves the right to award by item category or by total RFP. 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) RFP was received. Cameron County retains the option to re-solicit at any time if in its best interest and is not automatically bound to renewal or re-solicitation. The County reserves the right to hold all RFPs for 60 days from the due date of receipt without action. The County reserves the right to add additional County Departments (at a later time during this RFP award) as the need arises. The County also reserves the right to consider utilizing CO-OP Interlocal Agreements / pricing if determined to be more advantageous to the County.
14. 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.
15. The County is exempt from State Sales Tax and Federal Excise Tax. DO NOT INCLUDE TAX IN RFP. 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.
16. Proposals are scheduled to be opened and publicly acknowledged at the Cameron County Commissioners' Courtroom, on the scheduled date and time specified on cover sheet of this RFP package. Proposers, their representatives and interested persons may be present. The proposals shall be opened and acknowledged only so as to avoid disclosure of the contents to competing proposers and shall remain confidential during negotiations. However, all proposals shall be opened for public review after the concession lease agreement is approved, except for trade secrets and confidential information contained in the proposal and identified by proposers as such.
17. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting concession agreement. All change orders to this RFP will be made in writing by the Cameron County Purchasing Department. Award of proposal does not constitute a concession agreement. A binding concession agreement will be negotiated by the Cameron County Property Manager and approved by the Commissioners' Court after the proposal has been awarded.
18. No public official shall have interest in this RFP except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter §171.
19. The proposer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Cameron County.
20. All proposals meeting the intent of this RFP will be considered for a possible concession lease agreement negotiation.
21. Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in Cameron County Purchasing Department. Addenda will be mailed to all who are known to have received a copy of this RFP. Proposers shall acknowledge receipt of all addenda in writing.
22. Proposals must comply with all federal and state laws, County policy and local regulations.
23. Cameron County may request a presentation and additional information to determine proposer's ability to sufficiently meet these minimum responsible standards listed above.
24. Cameron County requests proposer to supply, with this RFP, a list of at least three (3) references. Include full name and title, address, telephone number, fax number and name(s) of contact person.
25. Successful proposer shall defend, indemnify and save harmless Cameron County and all its officers, agents and employees from all suits, actions, or other claims of any person, persons, or property on account of negligent act or fault of the successful offered, or of any agent, employee, subcontractor or supplier in the execution of or performance under any contract which may result from proposal award. Successful proposer shall pay any judgment including costs, which may be obtained against Cameron County developing out of such injury or damages.
26. Any notice provided by this proposal or required by Law to be given to the successful proposer by Cameron County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Brownsville, Texas by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful proposer at the address so provided; this shall not prevent the giving of actual notice in any other manner.

27. 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.
28. 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.
29. 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.
30. The period for reaching acceptance decision of this Proposal will be **ninety (90) calendar days**.

PURCHASE ORDER AND DELIVERY: The successful PROPOSER shall not deliver products or provide services without a contract approved by the Cameron County Commissioners Court and a Cameron County Purchase Order signed by an authorized agent of the Cameron County Purchasing Department.

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: RFP must show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates Proposer to complete delivery in 24 hours. A five-day difference in delivery promise may break a tie. Unrealistically short or long delivery promises may cause RFP to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from Proposer list.

An accurate delivery date must be quoted on the "RFP 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 RFP price. Final location will be supplied to the vendor on award of RFP, 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 RFP.

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 RFP 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 RFP. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory material will be returned at Seller's expense. Cameron County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a RFP item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the RFP as inadequate.

TESTING: Cameron County reserves the right to test equipment, supplies, material and goods Proposed 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 RFP is subject to rejection. **County user Dept.(s) reserves the right to make the final determination as to equivalents.**

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) 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. Vendors must keep the Auditor advised of any changes in your remittance addresses. (b) County's only obligation to pay Vendor is to pay from funds budgeted and available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Vendor by the County. (c) Do not include Federal Excise, State or City Sales Tax. County shall furnish tax exemption certificate if required.

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

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

**CAMERON COUNTY AUDITOR
ACCOUNTS PAYABLE
P. O. BOX 3846
BROWNSVILLE, TEXAS 78523**

and additional two copies to

**CAMERON COUNTY JUVENILE JUSTICE DEPT.
2310 WEST BUSINESS HIGHWAY 77,
SAN BENITO, TEXAS 78586**

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

Monthly certified invoices shall be prepared by the successful Proposer. These invoices shall reflect the preceding month's services, detailing the exact number of students served, and broken down as follows:

1. Actual number of regular students
2. Actual number of attended days by the students
3. Attendance for all mandated and discretionary students will be attached to each invoice

4. Any additional services authorized by the Cameron County Juvenile Justice Department Monthly invoices must reference the Cameron County Purchase Order number in order to be processed. After verification and approval, the invoice will be forwarded to the Cameron County Auditor/ Accts. Payable for payment.

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 RFP in excess of the amounts quoted.

PERMITS, TAXES, LICENSES: The Provider is responsible for all necessary permits, licenses, fees and taxes required to carry out the provisions of the RFP. The financial burden for such expenses rests entirely with the company providing the service under the contract.

ALTERNATIVE PROPOSALS: Cameron County may entertain alternative proposals submitted by any or all proposers but the primary response must correspond directly to the immediate requirements of the RFP (or that's specific section of the RFP if only a particular service is being Proposal). Such alternatives may include, for example, catastrophic limits, aggregate cap, modified staffing, etc.

COUNTY ASSERTION OF ESTIMATES: Any information herein is provided as an estimate of volume based on past history. This data is provided for the general information of proposers and is not guaranteed to be relied upon for future volumes

PROPOSER COMMUNICATION: Proposers are prohibited from communication directly with any employee of Cameron County, except as described herein. Cameron County will not be responsible to verbal information given by any Cameron County employee of other person other than duly authorized Cameron County Staff. This issuance of a written response to questions and or written summary of the pre-proposal conference, if applicable, are the only official methods whereby interpretation, clarification or additional information will be communicated and authorized.

AUDITS AND RECORDS: The Provider agrees that at any time during normal business hours, and as often as County may deem necessary, Provider shall make available to representatives of the County for examination all of its records with respect to all matters covered by the resulting contract, and will permit such representatives of the County to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by the resulting contract, all for a period of one (1) year from the date of final settlement of contract or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements.

CONFIDENTIALITY: All completed and submitted proposals become the property of Cameron County. Cameron County may use the RFP for any purpose it deems appropriate. Prior to Cameron County approval, the RFP/application material is considered as "draft" and is not subject to the Texas "Open Records" law. After approval by Cameron County, the RFP material becomes part of the contract between the successful proposer and Cameron County. Upon signing of a contract, proposals and contracts are subject to the State of Texas "Open Records" law. If any information is to be considered proprietary, the Proposer must place it in a separate envelope and mark it "Proprietary Information." Cameron County retains the final authority as to the extent of material that is considered proprietary or confidential.

AUTHORIZATION: By order of the Commissioners' Court of Cameron County, Texas sealed proposals will be received for Services: Juvenile Justice Alternative Education Program, **RFP No. 1472**

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 workplace 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.

Trade Secrets, Confidential Information and the Texas Public Information Act.

If you consider any portion of your Bid/Proposal/Qualification Statement to be privileged or **confidential** by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.

Bid/Proposal/Qualification Statement will be opened in a manner that avoids disclosure of the contents to competing offers and to keep the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for inspection.

Cameron County will honor your negotiations of the trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your proposal is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your proposal that you have marked as being confidential information, you will be notified of such request, and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section §552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that the information is in fact not privileged and confidential under Section §552.110 of the Government Code and Section §252.049 of the Local Government code, then such information will be made available to the requested.

Bid/Proposal/Qualification Statement are to be signed by an officer of the company authorized to bind the submitter to its provisions. Bid/Proposal/Qualification Statement are to contain a statement indicating the period during which the proposal will remain valid. A period of not less than ninety (90) days required. The Bid/Proposal/Qualification Statement submitted by the bidders/proposer/responders shall become an integral part of the contract between the County and the bidder/proposer/responder and the representations, covenants, and conditions therein contained shall be binding upon the person, firm or corporation executing the same.

THE RESPONDENT IS RESPONSIBLE FOR READING AND UNDERSTANDING ALL DOCUMENTS, FORMS, SPECIFICATIONS, AND INSTRUCTIONS WITHIN THIS ENTIRE DOCUMENT. Follow all RFP package instructions; **you are responsible for obtaining any information needed in order to respond to this solicitation.** Further, the Respondent is responsible for providing any and all relevant information necessary to submit a response. Failure to do so will be at the Respondent's risk and may result in rejection of the response as non-conforming.

General Requirements apply to all advertised solicitations; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Be sure your proposal package is complete.

JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM (JJAEP)
RFP # 1472
GENERAL REQUIREMENTS

It is understood that the Juvenile Board of Cameron County, Texas reserves the right to accept or reject in part or in whole any proposal submitted and to waive informalities for the best interest of the County. The award of this contract shall be made to the Offeror who provides the best and most responsible proposal and whose proposal is determined to be the lowest evaluated offer in accordance with the laws of the State of Texas.

Cameron County, on behalf of Cameron County Juvenile Board, is aware of the time and effort you expend in preparing and submitting proposals to the County. Please let us know of any proposal requirements that are causing you difficulty in responding to our request for proposals. We want to make the process as easy as possible so that all responsible Offerors can compete for the County's business.

Cameron County will not be liable for any costs incurred by any Offeror in preparing a response to this RFP. Offerors submit proposals at their own risk and expense. Cameron County makes no guarantee that any services will be purchased as a result of this RFP, and reserves the right to reject any and all proposals. All proposals and their accompanying documentation will become the property of Cameron County.

Offerors shall thoroughly examine the specifications, schedule, instructions and all other contract documents. Offerors shall make all investigations necessary to thoroughly inform themselves regarding facilities for delivery of materials and equipment as required by this solicitation. No plea of ignorance by the Offeror of conditions that exist or that may thereafter exist as a result of failure to fulfill in every detail the requirements of the contract document, will be accepted as a basis for varying the requirements of the County or the compensations to the Offeror.

Oral explanations and oral instructions given during the pre-proposal process are not binding. Only requirements included in the proposal and associated specifications and plans in subsequent County-issued written addenda are binding.

If an Offeror is in doubt as to the meaning of any part of the Specifications or other Contract Documents, or if he discovers what he considers to be a discrepancy, omission or conflict in such Contract Documents, he shall immediately contact Cameron County Purchasing Department via email: roberto.luna@co.cameron.tx.us 956-544-0871; and advise of such by written notice or request for an interpretation of same. If such written notice or request is delivered to Cameron County Purchasing Department c/o Roberto C. Luna, Purchasing Agent, Cameron County Courthouse, 1100 E. Monroe St., Brownsville, Texas 78520 prior to five (5) calendar days before the time set for opening proposals, the Cameron County Purchasing Agent shall issue a written addenda, forwarded to all persons who, to the knowledge of County, are prospective Offerors, setting out any corrections to such Contract Document or County's interpretation thereof, as the case may be.

FUNDING: Funds for payment have been provided through Cameron County budget approved by the Cameron County Commissioners Court for the fiscal year only. State of Texas prohibits the obligation and expenditure of public funds beyond the fiscal year for which the budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current fiscal year shall be subject to budget approval. The Fiscal Year for Cameron County extends from October 1st of each calendar year to September 30th of the next calendar year.

DELIVERY OF PROPOSALS: No proposal or modification to a proposal or inclusion of addendum to response proposal shall be made orally or by telephone, telegraph or facsimile transmission (fax).

When submitting by mail, place the envelope in another sealed envelope and address as indicated in the official advertisement. Proposals that do not arrive in the hands of the Letting Official at the location described in the official advertisement, on or before the time and date set for the opening, will not be accepted, and will be considered a late proposal.

LATE PROPOSALS: Cameron County is not responsible for lateness or non-delivery of mail by carrier, etc. Offerors planning to hand deliver proposals are advised that a security screening station operates in the Courthouse and delays may be anticipated in reaching the Purchasing Office. Cameron County cannot accept a proposal after the closing hour advertised. Proposals received in the Purchasing Office after submission deadline will be considered non-responsive. Late proposals will not be opened until a contract is approved, and one copy of the proposal will be filed with the permanent file. Cameron County will not be responsible for unmarked/improperly marked proposals or for proposals delivered to the wrong location.

REVISING PROPOSALS: Revisions to Proposals will be handled as follows:

- A. Before submission and prior to Proposal Opening. In ink, make desired changes, including interlineations, alterations, or erasures, and initial the changes to guarantee authenticity.
- B. After submission and prior to Proposal Opening. Withdraw the proposal in accordance with "Withdrawing Proposals" below. In ink, make desired changes and initial the changes. Resubmit to the letting official in accordance with Article XIII, "Delivery of Proposal", the County will not make revisions to a Proposal on behalf of an Offeror.
- C. After Proposal Opening. Proposal revisions are not allowed after the time of proposal opening.

WITHDRAWAL OF PROPOSALS: A Proposal may be withdrawn by written fax or telegraphic request received by Purchasing Agent prior to the time fixed for proposal opening. Two (2) signed copies of any such telegraphic or fax withdrawal should be forwarded immediately to County in a sealed envelope properly marked to identify the contents.

PROPRIETARY MATERIAL: All **PROPRIETARY** information must be clearly marked and identified as such. Failure to mark it as proprietary information may result in the information being released to the public. The County does not take any responsibility for determining whether information is proprietary. All other information submitted is subject to be released under the Texas Public Information Act or other applicable law.

CONFIDENTIAL MATERIAL: All material that is to be considered confidential in nature must be clearly identified as such and will be treated as confidential by Cameron County to the extent allowable in the Texas Public Information Act.

PROPOSAL PROCESS: Proposals will be opened so as to avoid disclosure of contents to competing offerors and will be kept secret during the process of negotiations. All proposals submitted will be opened for public inspection after the contract has been awarded, **except for trade secrets and confidential information contained in the proposal and clearly identified as such.** Discussions may be had with responsible offerors who submit proposals determined reasonably susceptible of being selected for award. Offerors will be accorded fair treatment with respect to an opportunity for discussion and revision of

proposals. Revisions may be permitted after submission and before award for the purpose of obtaining the best and final offer.

NON-RESPONSIVE PROPOSALS: A proposal that has one or more of the deficiencies listed below is non-responsive and will not be considered.

- A. The proposal is not signed by the person or persons authorized to bind the contract.
- B. Proposal does not contain requirements requested in Article VI, "Data to Accompany Proposal".
- C. The proposal was not in the hands of the letting official as per the time and location specified in the advertisement.
- D. The Offeror modifies the County's Proposal Response Form in a manner that alters the content of the County's Proposal Response Form.
- E. The Offeror submits more than one proposal, under the same or different name, for a specific proposed contract. (An Offeror may submit a proposal and participate as a material supplier, **subcontractor**, or both to any or all Offerors contemplating submitting proposal for this work).
- F. The Offeror did not attend a specified mandatory pre-proposal conference as required by law.
- G. The Offeror leaves the unit price amount on his/her Proposal Response Form blank.
- H. The Offerors' entry of unit price amount in the Proposal Response Form is illegible.
- I. The Offeror fails to allow inspection of its facilities and equipment.

TIE PROPOSALS: If two responsible Offeror's submit the lowest and best proposal, the Cameron County shall make the final decision by vote.

AWARD OF CONTRACT: The County reserves the right to reject any or all proposals, to accept the proposal or proposals it considers most advantageous, to waive irregularities or formalities in proposing, and to hold all proposals for thirty (30) days after the date scheduled for opening such proposals.

The award of this contract shall be made to the responsible Offeror, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of evaluation factors set forth in the RFP.

Before a contract is awarded, the apparent responsible Offeror, upon request by the County, shall furnish to County all or any portion of the following:

- A. A verified statement of his financial condition during the three (3) month period prior to the proposal opening, his experience record, a list of his proposed sub-contractors, a schedule of his equipment, and such other evidence of his ability to complete the Project in the manner specified in the Contract Documents as the County may request.

The Offeror whose proposal is accepted by County under the RFP shall within ten (10) days after receipt of notice that his proposal has been accepted, execute a Contract with County.

CONTRACT: The proposal, accompanying documents, and any negotiated terms, when properly executed and signed by Cameron County, shall constitute a contract equally binding between the successful Offeror and Cameron County Juvenile Board.

CONTRACT CHANGES: No oral statements 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 and approved by the Cameron County.

ASSIGNMENT OF CONTRACT: The services to be performed by the Offeror shall not be sold, assigned, sublet, or transferred nor shall the Offeror assign any monies due or to become due to him/her under any contract entered, in whole or in part, without the written consent of the County pursuant to these specifications.

TERMINATION FOR DEFAULT: Cameron County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of Cameron County in the event of breach or default of this contract. Cameron County reserves the right to terminate the contract immediately in the event the successful Offeror fails to perform in accordance with the accepted proposal. Breach of contract or default authorizes the County to award to another Offeror, retain services elsewhere and charge the full increase in cost to the defaulting Offeror.

EXCEPTIONS AND SUBSTITUTIONS: All proposals meeting the intent of this request for proposal will be considered for negotiations. Offerors taking exception to the specifications or offering substitutions shall state these exceptions by attachment as part of the proposal. The absence of such a list shall indicate that the Offeror shall be responsible for performing in strict accordance with the specifications of the Request for Proposals. Cameron County reserves the right to accept any and all or none of the exceptions and/or substitutions deemed to be in the best interest of the County.

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

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

GRATUITIES: Do not offer County employees benefits, gifts, or favors. Failure to honor this policy may result in the termination of the Contract. Termination of the Contract will be in accordance with the General Conditions.

No Public Official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

APPLICABLE LAWS AND VENUE: The successful firm agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate city, county or state of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended. The parties herein agree that this contract shall be enforceable in Cameron County Texas.

HOLD HARMLESS AGREEMENT: Successful Offeror shall defend, indemnify and save harmless Cameron County and all its officers, agents and employees from all suits, actions or other claims of any character, and description brought for or on account of any injuries or damages received or sustained by any person or property on account of any negligent act or fault of the successful Offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under any contract which may result from proposal award. Successful Offeror shall pay any judgement with cost that may be obtained against Cameron County growing out of such injuries.

LAWS, REGULATIONS AND PERMITS: The Offeror's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

INSTRUCTIONS TO OFFERORS

Article I. Nature of Project

The Commissioners Court of Cameron County (hereinafter called the “County”) will accept sealed competitive proposals, on behalf of Cameron County Juvenile Board, for:

RFP NO. 1472

JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM (JJAEP)

In accordance with the Specifications and other Contract Documents prepared by the County and Cameron County Juvenile Board (hereinafter called the “Juvenile Board”).

The purpose of this RFP is to solicit proposals from organizations to satisfy the requirements of a Juvenile Justice Alternative Education Program as required under the Texas Education Code, Chapter 37.

The term for this contract is twenty-four months, with a two (2) year option to extend. All rates proposed shall be guaranteed for the contract term. However, the Juvenile Department reserves the right to accept guarantee of more than twenty-four months if it is in the Juvenile Board’s best interest.

Article II. Eligibility of Offeror

Any Offeror, in order to be eligible to submit a proposal, must be able to demonstrate to the satisfaction of the County and Juvenile Department that he has the financial capacity to carry on the work until such time as he receives the first payment under the contract, and that he is able to finance the work between payments during the contract period.

In summary, the proposal shall be accompanied by a statement of financial condition, in the form of an audited financial statement. Failure shall disqualify the Offeror.

Offeror must have a non-profit status and previous experience operating a Juvenile Justice Alternative Education Program.

Offeror must provide TEA approved classroom facilities for programming at no expense to the county.

Article III. Issuing Proposal Documents

Proposal packets have been prepared for the purpose of outlining the scope of work and evaluation criteria required by the County and Juvenile Board. Cameron County and Juvenile Board reserves the right to negotiate with any and all individuals or firms submitting proposals

Specifications are on file in the office of the Cameron County Purchasing Agent, Cameron County Courthouse, 1100 E. Monroe St., Brownsville, Texas, 78520, where they may be inspected by qualified Offerors without charge.

Article IV. Scope of Work

The Cameron County Juvenile Board is charged with providing education to those students who have been expelled by any of the school districts within the County and who have been adjudicated as delinquent by a juvenile court. In addition, the court may order students who have been expelled and who are found to have undertaken conduct indicating a need for supervision (CINS) to attend the program. The Cameron County Juvenile Board has the discretion to also accept Discretionary Expelled students into the program. It is unknown what the rate of students will be as it is the school's authority to decide what students get expelled.

The Juvenile Board has goals for the Program: to educate the children; and to stop their delinquent conduct and misbehavior, as well as ensuring the safety and security of students and staff. With respect to the education of students, the Juvenile Board would like to make certain that the students improve and that they are able to reintegrate into the regular school once their term of expulsion expires. Regarding conduct, it is hoped that the students will successfully complete their program time and/or probation and that they will not re-offend in the future.

1. SPECIFICATIONS

- A. The Juvenile Justice Alternative Education Program (JJAEP) will serve a capacity to be determined by classroom space and staff ratios. Both boys and girls from ages 10 to 17 (on a case-by-case basis between the ages of 18 to 21 can be reviewed) will be included in the population. Attendance of 18-21-year-old must be approved by the Cameron County Juvenile Justice Department CEO on an individual basis. The program must operate at least seven (7) hours a day and one hundred eighty (180) days a year. In the event there is a pandemic remote learning will take place. The Offerors proposal should cover the following services:

SCHEDULE OF SERVICES

I. Curriculum

- a) English /Language Arts
- b) Mathematics
- c) Science
- d) Social Studies
- e) Self-Discipline
- f) Elementary/Middle School/High School Equivalency
- g) Special Education Services
- h) Computer lab/tutorial/remote learning if necessary

II. Social and Psychological Services

- a) Counseling
- b) Case Management Coordination
- c) Social Service Resources
- d) Substance Use Counseling & Resources

III. Personnel

- a) Teachers
- b) Drivers
- c) Administration
- d) Counselors and Service Providers
- e) Security
- f) Maintenance
- g) Food Service

IV. Facilities

- a) Classroom
- b) Recreation/Physical Education
- c) Office and Administration
- d) Library/ Computer Lab
- e) Cafeteria

V. Transportation

VI. Instructional Materials

- a) Books
- b) Computers
- c) Material to assist the Teacher

VII. Testing

- a) STARR
- b) End of Course Exam
- c) Student Evaluation
- d) Program Evaluation

- B. Separate Program. The Juvenile Board is not necessarily looking for a uniform and universal program. It may be that different programs are created to meet varying security and behavioral modification needs. The Offeror may wish to address these separate needs through separate programs or may wish to propose a single program addressing the needs of a single identifiable segment of the student population.
- C. Quantities. The Juvenile Board reserves the right to increase or decrease the number of students on the basis of actual expelled students.
- D. Service Description. Offerors shall submit complete data on each service set out in the Schedule of Service (Article IV, Scope of Work, item 1.A), fully describing how it will be provided. Failure to submit the above information with sealed proposal may disqualify proposal.
- E. Cooperative Agreements. The Cameron County, Juvenile Board recognizes that no one organization may have all the expertise necessary for this undertaking and encourages Offerors to form cooperative agreements to meet these needs. Any such agreement should be included with the proposal.

- F. Representative. The successful Offeror agrees to send a personal representative with binding authority for the company to the Juvenile Board upon request to adjust and/or assist with coordination of all transactions as needed.
- G. Quality of Service. The Cameron County, Juvenile Board reserves the right to determine the quality of services, contracts, and companies offered.
- H. EEOC Guidelines. During the performance of this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, age, religion, gender, marital or veteran status, or handicapping condition.

1. REQUIREMENTS

A. Requirements of Offerors submitting proposals:

- 1) All Offerors submitting proposals must have all necessary licenses issued by the State of Texas to perform those services and must be able to demonstrate a level of performance to meet the goals of this RFP.
- 2) The Offeror must have a general liability policy with a minimum limit of \$1,000,000. Enclose a copy of your proposal.
- 3) The Offeror must be able to demonstrate that it can successfully deal with both the education of students in these age groups and juvenile probationers or other troubled or “at risk” youth.
- 4) The Offeror must show a willingness and ability to think creatively and to find effective ways of dealing with these students.
- 5) The Offeror must have a willingness to commit to specified levels of performance for service and quality.
- 6) The Offeror must have an organization that can demonstrate the ability to deliver cost-effective service and effective teaching.
- 7) The Offeror must provide a minimum of three (3) references; refer to Attachment A-References. The list to include name and address of the organization, description of the services rendered, date when services were rendered, and a point of contact at the reference organization, phone number and an email address of point of contact. The preference is that at least 2 of these references be from counties where JJAEP’s or very similar programs are being operated by the offeror.

B. Requirements of Partners or Associates of Offerors submitting proposals:

- 1) All partners or associates of Offerors submitting proposals must meet the requirements of A, 1), 2), 4), and 5) above; and such other requirements applicable of its role.

2. SPECIFICS

A. Operating Policy:

- 1) The Offeror must provide a written operating policy for each school program. The policy must set out specifically the method of operation of JJAEP.
- 2) The Offeror must clearly set out all assumptions on which the proposal is based, especially the number of students and facilities.
- 3) The program must operate at least seven (7) hours a day, one hundred eighty (180) days a year.
- 4) The JJAEP will implement the Texas Juvenile Justice Department (TJJD) state standards and compliance.

B. Curriculum:

- 1) The Offeror must set out the curriculum for each component or program in accordance to the Texas Education Agency (TEA) and Texas Juvenile Justice Department's (TJJD) standards.
- 2) Curriculum must cover and focus on English Language Arts, Mathematics, Science, Social Studies, Self-Discipline and the High School Equivalency Program. The curriculum may, but is not required to, include additional courses of instructions so long as the focus of the curriculum is as set out above.
- 3) Curriculum for each student must be suitable for the child's age and grade and will allow the student to reintegrate into the regular school after the expulsion period has ended with a minimum of problems.
- 4) Curriculum must have a discipline management plan and take an innovative approach to self-discipline.
- 5) Curriculum will be evaluated to show improvement of individual educational performance and STARR testing.
- 6) Curriculum must have a plan for dealing with students with learning, physical and emotional disabilities.

C. Social and Psychological Services:

- 1) The Offeror should set forth the type and extent of counseling / case management services that will be available to the students, along with helping in transitioning the student to their main campus upon completing the program.
- 2) The Offeror should set out a plan for providing substance use counseling and resources.
- 3) The Offeror must cover what additional social services and the extent which they will be offered and made available to the students.

D. Administration:

- 1) The Administration must be familiar with all the statutory, regulatory, record keeping and reporting requirements of a JJAEP and adhere to the Texas Juvenile Justice Department's (TJJD) standards.

- 2) The Administration must provide for a system of curriculum and lesson plan oversight and development.
- 3) The Administration must have budget, audit and cost control systems in accordance with Generally Accepted Accounting Principles in place.
- 4) The program should cause a reduction in recidivism and violations of probation as compared to similar historical populations of Cameron County and should have a system and personnel to keep and track this information.
- 5) The program should show substantial improvement of all students in educational performance and should have system and personnel to keep and track this information.

E. Personnel:

- 1) The Offeror must set out its student to teacher ratio and a substantial portion of the facility must have significant teaching experience or be otherwise qualified to teach those subjects they will be teaching.
- 2) There must be significant experience among teachers and other staff on dealing with “at risk” students, troubled youth and/or juvenile departments.
- 3) The Offeror must have adequately trained counselors/caseworkers, transportation team and administrative personnel to meet the needs of the program.
- 4) The Offeror must have a program or system of training personnel to deal with, to improve the relationship of staff and teachers with these children.
- 5) There must be sufficient personnel trained to deal with children with learning, physical and emotional disabilities.
- 6) There must be sufficient personnel to maintain the facilities in good repair and in safe condition and to be sufficiently clean and sanitary. The program may require students to participate in these functions, if so, it must be addressed in the plan.
- 7) There must be sufficient personnel properly trained to maintain the safety, security, and decorum of the students, faculty, and staff, keeping in mind the special needs and risks of the population being served.
- 8) The Offeror must have a system of oversight and evaluating the effectiveness of personnel.
- 9) There must be significant experience among the administration personnel in school finance, budgeting and accounting.
- 10) In accordance with State Standard 344.300(d), each employee must undergo a Criminal History Search (Fast Scan) executed by the Cameron County Juvenile Justice Department before employment is granted. Once hired, each employee must have orientation training to include safety and security procedures, child abuse, neglect and exploitation identification and reporting as required by Chapter 358 of the Texas Administrative Code.
- 11) The Offeror must set out its student-to-teacher ratio of one (1) to twenty-four (24) maximum and the instructional staff for the JJAEP shall include, at a minimum, one Texas certified teacher and/or include Special Education certification. However, in the event of a pandemic social distancing will be implemented which will decrease the number of students in the classroom. Instructional staff, at a minimum, must hold a four-year degree from an accredited university.

- 12) In the event there is a pandemic, remote learning is highly recommended to be provided to students.
- 13) There must be sufficient personnel to provide food service, if food service is provided.
- 14) The Offeror must fill an open position within thirty (30) days of its vacancy, or, beginning on the 31st day, shall forward the accrued salary total that position would pay to the Cameron County Juvenile Justice Department until the position is filled. Any monies collected shall be placed in the Juvenile Department's JJAEP fund and shall only be used for JJAEP program purposes.

F. Facilities:

- 1) The number and location of the facilities should be sufficient to meet the number of students.
- 2) The Offeror must address Schedule of Services, 1. SPECIFICATIONS, IV, Facilities, as set out in the Schedule of Values.

G. Testing:

- 1) The proposal must contain a program for testing and a system of accountability to show whether the program is meeting the set goals of education and recidivism.
- 2) The proposal should also include a proposal for self and program testing and follow-up.
- 3) There must be a program for administering the end of the course and STARR tests.

H. Cost and Payment:

1. The proposal shall set out the cost per student per day. These costs may be on an incremental basis, based on the number and age of the students. The proposal should also set out a system for payment.
2. The Offeror must set up a system of billing and accounting, setting out what reports will be sent to the Juvenile Board.
3. The proposal must provide for a System of assessing each school district for students from that district.
4. The Offeror must set out budget and cash flow requirements over the period of the contract. Offeror must be able to operate financially for at least 2 months with delayed payment from the county.
5. The Offeror should identify any additional funds from collateral sources that the program may qualify for.
6. Instructional Materials:

- 1) The proposal must identify the text books and instructional materials needed for each course.

7. Transportation:

- 1) The proposal must provide a plan for transportation. Offer must provide transportation to students to and from school.
- 2) Transportation costs billed to the school district will only be for discretionary students not mandated students. This variable should be considered for cost estimates.

3. GENERAL PROVISIONS

A. Scope of Contract – Requirements:

Upon acceptance of a proposal by Cameron County Juvenile Board, an Offeror shall be obligated, upon request, to enter a formal contract with the Juvenile Board for the delivery of services and/or the products at the stated prices, within the time specified, and in accordance with this RFP, and General Provisions contained herein as specified in individual delivery orders. **The estimated range of students will be 50-72 students.** They represent a realistic estimate based on past information for the purpose of securing a proposal price. The numbers are not firm and are not hereby ordered or called for. Actual requirements will be stated through the issuance of individual delivery orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such orders are issued.

- 1) Cameron County Juvenile Board is obligated to pay for such orders above and to order all its requirements against this contract for which award has been made. Cameron County Juvenile Board is not obligated to order services not covered by this contract and is free to secure those requirements from other sources in accordance with applicable purchasing statutes.
- 2) Any order of a court ordering a student to attend the Cameron County JJAEP shall be deemed a delivery order, when a copy is sent to the Offeror. Delivery orders may be issued from date of Award or other date agreed on. All orders are subject to the terms and conditions of the contract. In the event of conflict between delivery order and the contract, the contract shall control.
- 3) If mailed, a delivery order is considered “issued” when the Juvenile Board deposits the order in the mail. Delivery orders may also be issued orally so long as the court order is in writing, or by fax.
- 4) If the County’s requirements do not result in orders in the quantities described as “estimated” in the Schedule of Services, that fact shall not constitute the basis for an equitable price adjustment.

B. Changes:

The Cameron County Juvenile Board may at any time, by written order, and without the general scope of the contract, make changes in any one of the following:

- 1) Description of services to be performed.
- 2) Time of performance (i.e., hours or day, days of week, etc.).
- 3) Place of performance of the services.
- 4) Correction of errors of a general administrative nature of other mistakes; the correction of which do not affect the scope of the contract, or does not result in expenses to the Offeror.

If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under the contract, whether changed by the order, the Cameron County Juvenile Board may make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Offeror must submit any “proposal for adjustment” under this clause within thirty (30) days from the date of receipt of the written order. If the Offerors proposal includes the cost of property made obsolete or excess by the change, the Juvenile Board shall have the right to prescribe the manner of disposition of the property.

If the Offeror changes name or ownership (NOVATION), the Juvenile Board shall be notified immediately. The change must be approved by the Cameron County Juvenile Board before any change can be recognized in the contract.

C. Option to Extend:

The contract may be extended provided all terms and conditions, except for the contract period being extended or any price re-determination as authorized elsewhere in the contract, remain unchanged and in full force and effect. Option to Extend, if exercised, will be executed in the form of a Modification/Supplement Agreement, to be issued not sooner than ninety (90) days prior to expiration of the contract, nor later than the final day of the contract period. This Option to Extend requires the mutual agreement of both parties. Refusal by either party to exercise this option to extend shall require this contract to expire on the original or mutually agreed date. The extension period shall be one (1) year.

D. Payment:

The Cameron County Auditor will process payment (by check) after notification by the Juvenile Department of satisfactory performance of services and valid invoice.

E. Contract Construction:

- 1) Provision Words, Phrases, and Statutes, whether incorporated by actual use of by reference, shall be applied to the contract in accordance with Government Code 311.001 et. seq. Code Construction Act. Wherever "County" is used herein, it is understood to mean "Cameron County, Texas". Wherever "Juvenile Board" is used herein, it is understood to mean "Cameron County Juvenile Board".
- 2) In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving PRECEDENCE in the following order; (a) the Schedule of Items/Services and Specifications; (b) Special Provisions; (c) General Provisions; (d) General Requirements of RFP; (e) other provisions, whether incorporated by reference or otherwise.
- 3) The written contract is the SOLE AGREEMENT between the parties and supersedes any prior understanding or written or oral agreement on the subject matter.
- 4) No provision of the contract shall be deemed waived, amended, or MODIFIED unless such a change is IN WRITING AND SIGNED by both parties.
- 5) Terms addressed in the solicitation apply to the contract, as well.

Article V. Offerors Certifications/Agreements

By submission of a proposal:

- 1) Offeror certifies that they are dully qualified, capable, and otherwise a bondable business entity, and that is not in receivership or contemplating receivership, and have not filed for bankruptcy. Offeror further certifies that the Company, Corporation, of Partnership does not owe any back taxes within Cameron County. No award will be made to a firm owing back taxes within the County. Additionally, if taxes become delinquent after an award has been made, that fact may constitute cause for cancellation of the contract.
- 2) Offeror warrants that all applicable patents, licenses and copyrights that may exist on items proposed have been adhered to and further, Offeror warrants that the Juvenile Board shall not be liable for any infringement of those rights. Such rights granted by the Juvenile Board shall apply during the duration of the contract. The Juvenile Board will not knowingly or intentionally violate any patent, license or copyright applicable to items sold hereunder.

- 3) Offeror warrants that upon execution of a contract with the Juvenile Board Offeror will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, or national origin and will submit reports as the Juvenile Board may require assuring compliance.
- 4) Offeror warrants that the proposed price will be held firm and subject to acceptance by the Juvenile Board for a period of one hundred twenty (120) calendar days from RFP closing date, or such longer period indicated in the offer.
- 5) Offeror warrants that they do not employ or retain anyone or no agency to solicit or secure the contract where Offeror has agreed to pay a commission, percentage, brokerage, or CONTINGENCY FEE, except for the Offerors bona fide established commercial or selling agencies that are maintained as a regular course of business. Violation is caused for the Juvenile Board to annul the contract without liability, or at its discretion to deduct consideration from the contract price for the full amount of the commission, percentage, or brokerage, or contingent fee.

Article VI. Data to Accompany Proposal

The attached letter form proposal should be completed by each Offeror in such detail as to facilitate a comprehensive analysis. If the Offeror is or is to be a newly formed corporation, a financial statement relating thereto must be furnished showing the amount of capital pledged or paid in by the stockholders, together with personal financial statements and business and personal references of the individual stockholders. All information submitted shall be held in strict confidence when requested in writing by the Offeror.

In summary, the proposal shall be accompanied by the following:

1. Statement of financial condition, in the form of an audited financial statement, per Article II.
2. Service Description for Schedule of Services, Article IV, Scope of Work, 1.A.
3. Cooperative Agreements, Article IV, Scope of Work, 1.E, if applicable.
4. General Liability policy copy, for Offerors facility, as required per Article IV, Scope of Work, 2.A.2).
5. Specifics, as stated in Article IV, Scope of Work, 3.
6. Certification Statement, refer to Attachment A.
7. Statement of Credentials, attached.
8. If Offeror is newly formed corporation:
 - a. Financial statement showing the amount of pledged or paid in capital.
 - b. List of stockholders and percent of stock held by each.
 - c. Personal financial statements of individual stockholders.
 - d. Personal and business references of individual stockholders.

The foregoing information and documentation shall accompany each proposal in order for it to receive prompt and equitable consideration. Failure to provide complete information will be sufficient grounds to disregard any proposal.

The Offeror shall refer to its proposal in the same order as provided in the specifications. Any company seeking to provide services on a subcontract basis must respond to appropriate sections of these specifications and must meet all conditions and/or standards in these specifications.

Article VII. Evaluation Criteria

The proposals received will be evaluated and ranked according to the following criteria:

WEIGHTED QUANTITATIVE SCORING:

Each Vendor will be assigned a score of 0 - 4 by each evaluator for each criteria

4 = Very good / Exceeds expectations

3 = Above expectations

2 = Meets expectations

1 = Does not meet expectations

0 = non-responsive

Evaluators score by category will be multiplied by the assigned weight for each criteria by vendor then totaled. Scoring for price will be a ratio and based on a pro rata factor of the best price submitted.

Ex: Vendor W - price \$100,000 = 4 points X assigned weight (ie: 25%) = 100 points

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

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

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

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

CriteriaMaximum Points

Cost	30
Personnel/Administration	20
Curriculum	20
Facilities/Transportation	15
Reputation/References	10
Subjective Analysis	5

Total: 100

Negotiations may be conducted with responsible Offerors who submit proposals determined by the Cameron County to be reasonably susceptible of being selected for award. All Offerors will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before the award for the purpose of obtaining the best and final offers. Award may be made without negotiation of proposals with any Offeror.

Cost and/or pricing data may be required to be submitted with the proposal, if specified elsewhere in this RFP, or, during the process of any negotiations that may be conducted after receipt of proposals and prior to award.

Article VIII. Pre-Award Survey

After closing and prior to the award, Cameron County reserves the right to make a PRE-AWARD SURVEY of any or all Offerors facilities and equipment to be used in the performance of work under this solicitation. The Offeror agrees to allow all reasonable requests for inspection with two (2) days advance notice. Failure to allow such an inspection is cause for rejection of proposals as non-responsive. Cameron County reserves the right to reject facilities or equipment as a result of this survey. In addition, Offerors' reputation relating to quality of performance may also be used for purposes of evaluating Offerors' suitability for award of this solicitation.

Article IX. Award of Contract

- 1) Awards may be made to the highest qualified and responsible and responsive Offeror, capable, in the sole discretion of the County of fulfilling the terms herein, or to the responsible Offeror whose proposal is most advantageous to the County, price and other factors considered. After approval by Cameron County, award will be made by County Court Commission, delivered to the successful Offeror. Unless or until the County and Juvenile Board enters a more formal contract, this award shall be deemed an agreement in principle and according to the terms of this RFP.
- 2) Cameron County reserves the right to accept any item or group of items offered, unless the Offeror disqualifies his/her proposal by specific limitations.
- 3) Cameron County may reject a proposal (or all proposals) if not satisfactory to the Juvenile Board. Cameron County also reserves the right to waive minor informalities or irregularities in any proposal.
- 4) Other factors may be considered in determining the successful proposal when they are applicable, such as administrative cost for a multiple award, warranties and guarantees, performance period, and ability to deliver or perform.
- 5) Texas provides no advantage to resident Offerors in the award process.

Article X. Examining Documents

The Offeror should examine the Proposal Response Form, Specifications, and the General Requirements before submitting a proposal. Submitting a proposal (to include proposal response form and Statement of Credentials with their proposal response) will be considered evidence that the Offeror has performed this examination. Failure of an Offeror to acquaint himself adequately with such conditions, facilities, difficulties, restrictions and requirements will not relieve the Offeror of his obligation to perform entire contract at the price set forth in his Agreement.

Article XI. Preparing the Proposal

Cameron County may either solicit unit prices or lump sum prices in a Request for Proposal. The Notice to Offerors will identify the method of purchase for this project. This section explains both methods. The Offeror should refer to the Notice to Offerors to determine whether it is a unit price or lump sum price solicited.

Submit the proposal on the form(s) provided by the County. A submitted proposal that alters the content of the form furnished by the County will be considered non-responsive. All entries must be in ink. All blank spaces in the proposal response form should be filled out completely, and all numbers set forth both in words and figures.

If the proposal furnished with this project requires an offer on a unit price/estimated quantity basis, the Offeror shall enter a unit price in the space provided therefore and a total Item price based upon the estimated quantities shown on the Unit Price Proposal Form. Unit prices entered shall be the full price to County including materials, labor, services, rentals, overhead profit, etc., for the work described. Quantities shown reflect estimates from (dept) and are assumed correct for proposal purposes. The official total base proposed amount for this proposal will be determined by multiplying the unit proposed price for each item by the respective estimated quantities

shown in this proposal and then totaling all of the extended amounts. In case of error the unit prices shall govern, and computations will be checked for accuracy before award is made.

If the proposal furnished with this project requires an offer on a lump sum basis, the Offeror shall enter the total price on the Lump Sum Proposal Form. In addition, a schedule of values showing the breakdown of the total price will be filled out. The schedule of values will establish prices for the individual work so that if modifications to the contract are necessary, then the cost of the modifications is easily resolved. Lump Sum amount shown will control in determining the lowest and best proposal.

Execute the Proposal in ink. Provide the complete and correct name of the Offeror submitting the proposal. The proposal must be signed by the person or persons authorized to bind the contract.

Verify whether addenda have been issued on a proposed Contract. Offeror may call the County Purchasing office at 956-544-0871 to confirm the number of addenda issued, prior to submitting his/her proposal.

Cameron County is a tax-exempt agency. Offerors shall not include Federal taxes or State of Texas limited sales excise, and use taxed in bid prices. An exemption certificate will be furnished upon request.

Article XII. Workers Compensation Certification

The Offeror shall certify in writing that he provides Workers Compensation Insurance for all employees of the Offeror. The Offeror shall require all subcontractors to provide a similar certificate to the Offeror and the Offeror shall furnish such certificates to Cameron County, on behalf of the Juvenile Board.

An Offeror shall:

- (1) Provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
- (2) Provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
- (3) Provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the Offeror's current certificate of coverage ends during the duration of the project;
- (4) Obtain from each person providing services on a project, and provide the governmental entity:
 - a) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - b) no later than seven (7) days after receipt by the Offeror, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the Offeror knows or should have known, of any change that materially affects the provisions of coverage of any person providing services on the project;
- (7) Post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person might verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30-point bold type and text in at least 19-point

normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text in Figure 2: 28 TAC 110.110(d) (7) of this section, provided by the commission on the sample notice without any additional words or changes; and

(8) Contracted personnel for the delivery of services will not be an acceptable agency practice.

Article XIII. Insurance and Liability

The work shall not be commenced by Contractor until after the policy, or policies, evidencing the insurance coverage herein required, or certificates of such insurance, providing that the insurer shall give County thirty (30) days written notice prior to cancellation, material revision or intention not to renew, have been filed with the County.

In the event the Insurer refuses to provide the County with notice as detailed, the Contractor agrees to provide notice in writing immediately, and shall suspend all work until insurance is restored and proof, in a form acceptable to the County, is provided.

The Contractor, at his/her expense, shall purchase and maintain in force at all times during the term of this Contract, until the Project is finally completed and accepted by County, the insurance with limits not less than indicated below.

No policy shall contain any exclusion for explosion, collapse, or underground coverage. Identify the project number and name in the Certificate of Liability.

A. Commercial General Liability:

Bodily Injury / Property Damage

Each Occurrence	Annual Aggregate
\$1,000,000	\$2,000,000

A designated Project or Premises Endorsement (CG 25 01 11 85) which applies the general aggregate to the project must be provided. Cameron County is to be named as additional insured, and a waiver of subrogation is required for this policy.

B. Automobile Liability Covering:

Owned Automobiles
Non-owned Automobiles
including Hired Automobiles
and those of independent contractors. All must be marked on Certificate of Liability Form.

Bodily Injury / Property Damage

Per
Occurrence

\$1,000,000

Cameron County is to be named as additional insured and a waiver of subrogation is required for this policy.

C. Professional Liability: covering all individuals performing under the contract: \$1,000,000

Cameron County is to be named as additional insured and a waiver of subrogation is required for this policy.

D. Workers Compensation Insurance Certificate

Employer's Liability Coverage Limit: \$500,000

All insurance must be written by insurance companies which are rated in the A.M. Best Rating Guide – Property & Casualty with a policyholder's rating of A, and a financial size category of Class VII. A waiver of subrogation is required for this policy. PRICING PROPOSAL FORM

CAMERON COUNTY PURCHASING

RFP NO. 1472

JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

180 DAYS PROGRAM	1-24 Seat Class Size	Other Class Size
Daily Rate for one (1) student (Mandatory)	\$	\$
Daily Rate for one (1) student (Discretionary)	\$	\$

(See signature instructions below.)

PROPOSER

President/Partner/Owner

Secretary

Firm Name

Individual: _____ Partnership: _____ Joint Venture _____ Corporation, A Corporation
(State of Incorporation)

Date _____

Signature Instructions:

If business is a CORPORATION, name of the corporation should be listed in full and both President and Secretary must sign the form, OR if one signature is permitted by corporation by-laws, a copy of the by-laws shall be furnished to the County as part of the proposal.

If business is a PARTNERSHIP, the full name of each partner should be listed followed by d/b/a (doing business as) and firm or trade name; any one partner may sign the form. If the business is an INDIVIDUAL PROPRIETORSHIP, the name of the owner should appear followed by d/b/a and name of the company.

If business is a JOINT VENTURE, the full name of each joint venture should be listed in full and each joint venture must sign the form, OR if one signature is permitted by the joint venture agreement or by-laws, a copy of the agreement or by-laws shall be furnished to the County as part of the proposal.

YOU MUST SUBMIT YOUR PROPOSAL IN THIS ORDER; FAILURE TO FOLLOW RFP FORMAT & CONTENT WILL DISQUALIFY THE OFFER

You shall disclose any outstanding claims against you (pages as needed).

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS

It is the responsibility of the Proposer to review the procurement packet and to notify the Cameron County Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition or request clarification of any requirements that are ambiguous. Any such protest or question regarding the requirements or qualification procedures must be received in writing via e-mail to purchasing@co.cameron.tx.us by the deadline stated for Questions and Answers.

NOTICE OF COMMUNICATION

All communications by a vendor to the county, its officials, and department heads regarding this procurement shall be done through the Cameron County Purchasing Department. No vendor, its' representative, agent, or employee shall engage in private communication with a member of the Cameron County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that this procurement packet is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted, or a contract is entered into. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or negotiation with a vendor which has been specifically authorized by the governing body.



**ADDENDUM
ACKNOWLEDGEMENT FORM**

JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM (JJAEP)

Title of Project

RFP # 1472

Receipt of the following Addendum is acknowledged:

Failure to acknowledge an addendum may result in a Respondent being deemed non-responsive.

Addendum no. _____ Date: _____

Addendum no. _____ Date: _____

Addendum no. _____ Date: _____

Addendum no. _____ Date: _____

Signature: _____ Date: _____

Title _____

Name of Firm

THIS FORM MUST BE RETURNED WITH YOUR RFP



**CAMERON COUNTY
PROVIDER QUALIFICATIONS**

Please complete all fields below. If not applicable, please mark with N/A

Firm Name: _____

Legal Name (if different): _____

Years in Business: _____

Number of years providing similar service: _____

Contact Person: _____

Mailing Address: _____

Phone Number: _____

Email of Contact Person: _____

Number of Full Time Employees: _____

Name and Experience of Proposed Point of Contact for this Proposal:

(Maximum 10 pages)

THIS FORM MUST BE RETURNED WITH YOUR RFP

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "By signing the filled-out form" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

If the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
 5—A corporation.
 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
 8—A real estate investment trust.
 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
 10—A common trust fund operated by a bank under section 584(a).
 11—A financial institution as defined under section 581.
 12—A middleman known in the investment community as a nominee or custodian.
 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social Security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) ^{**}	The grantor [*]

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B)) ^{**}	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

^{*} **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

^{**} For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Attachment 3

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Cameron County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____ %
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
 Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
 Address: _____ City: _____ State: _____ Zip: _____
 Contact Person: _____ Title: _____ Phone No.: ()
 Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
 Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
 Address: _____ City: _____ State: _____ Zip: _____
 Contact Person: _____ Title: _____ Phone No.: ()
 Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
 Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
 Address: _____ City: _____ State: _____ Zip: _____
 Contact Person: _____ Title: _____ Phone No.: ()
 Subcontract Amount: \$ _____ Description of Work to be Performed: _____

THIS FORM MUST BE RETURNED WITH YOUR RFP

RFP Title _____ Proposer's Name _____ Date _____

STATEMENT OF CREDENTIALS

- 1. GENERAL:** In order to assist the Owner in determining the ability of each Offeror to properly fulfill the requirements of this proposed contract, the Offeror will complete the following items. All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Offeror may submit any additional information he desires.

Name of Offeror: _____

Address: _____

Date Organized: _____ Date Incorporated: _____

Office Number: _____ Fax Number: _____

Number of years in business under present name: _____

Type of work performed by your company: _____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

Attach resumes for the principal members of your organization, including the officers as well as the proposed superintendent for the project.

Credit available: \$ _____

Bank reference: \$ _____

- 2. EXPERIENCE:** The Offeror will give below a list of similar projects which he has completed within the last seven (7) years.

1. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

2. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

3. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

4. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

5. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

6. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

7. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

8. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

9. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

10. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

3. **CONTRACTS ON HAND:** The Offeror shall provide below a list of any contracts/projects he currently has on hand:

4. **EQUIPMENT AVAILABLE FOR THIS CONTRACT/PROJECT ON HAND (if applicable):** The Offeror shall provide below a list of equipment available for use on this contract/project:

5. **SUBCONTRACTORS:** The Offeror shall provide below a tentative list of subcontractors proposed to work on this contract/project, and the portion of work to be performed by each.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this _____ day of _____, 2020.

By _____

Title _____

Subscribed and sworn to me this ____ day of _____, 2020.

By: _____

Notary Public in and for _____ County, Texas

My commission expires _____

THIS FORM MUST BE RETURNED WITH YOUR RFP

STATE OF TEXAS
COUNTY OF CAMERON

AFFIDAVIT

The undersigned certifies that the Bid prices contained in this Bid have been carefully checked and are submitted as correct and final and if Bid is accepted (within 60 days), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of _____, on this day personally appeared _____

who, after having first been duly sworn, upon oath did depose and say;

That the foregoing Bid submitted by _____ hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said Bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other Bidder. The Bidder is not a member of any trust, pool, or combination to control the price of products or services Bid on, or to influence any person to Bid or not to Bid thereon. I further affirm that the Bidder has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted Bid. The contents of this Bid as to prices, terms or conditions of said Bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Bid.

Name and Address of Bidder :

Telephone number _____ Fax number _____

Signature _____

Name: _____ Title: _____

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

Notary Public in and for County _____ State _____

THIS FORM MUST BE RETURNED WITH YOUR RFP

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)

Print Name: _____ Signature: _____

THIS FORM MUST BE RETURNED WITH YOUR RFP

STATEMENT OF NON-COLLUSION

CAMERON COUNTY EXPRESSLY REQUESTS THAT PROPOSERS NOT DISCUSS THIS ENGAGEMENT OR THIS PROPOSER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER 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 PROPOSER PRESENTATIONS OR PROPOSER INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS. YOU MAY CONTACT THE PURCHASING AGENT /PURCHASING DEPARTMENT AT ANY TIME.

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

02. Has any individual with the firm submitting this Proposal Response made any contact with any other Proposer concerning this Invitation to RFP?

Signature of person submitting this RFP

Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

ORDER NO. 2007O2005

THE STATE OF TEXAS§
 §
 COUNTY OF CAMERON§

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

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

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

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

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

ADOPTED this 13 day of March, 2007.

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

Cameron County Acct #'s: Real Estate _____ Personal Property _____

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

 Signature of person doing business with the governmental entity

 Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

**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.

Company name: _____

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

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

THIS FORM MUST BE RETURNED WITH YOUR RFP

SWORN STATEMENT ON DEBARMENT

This SWORN statement is submitted with project number _____

By: _____ For: _____

(PRINT NAME OF ENTITY SUBMITTING SWORN STATEMENT)

whose business address is:

CITY

STATE

ZIP

VOICE PHONE

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

(INDICATE WHICH STATEMENTS APPLY)

- _____ Neither the entity submitting this SWORN statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime.
- _____ The entity submitting this SWORN statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity **HAS BEEN CHARGED WITH AND CONVICTED OF A PUBLIC ENTITY CRIME.**
- _____ The entity submitting this SWORN statement is not present on any Federal list of debarred contractors, nor been debarred from any other type of contracting.

AUTHORIZED SIGNATURE

(Printed Name) (Title)

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

Personally known _____ OR Produced identification _____

SHOW TYPE OF IDENTIFICATION

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

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

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.

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Dale Received

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

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

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

Name of Officer

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

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

7.

Signature of vendor doing business with the governmental entity

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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.

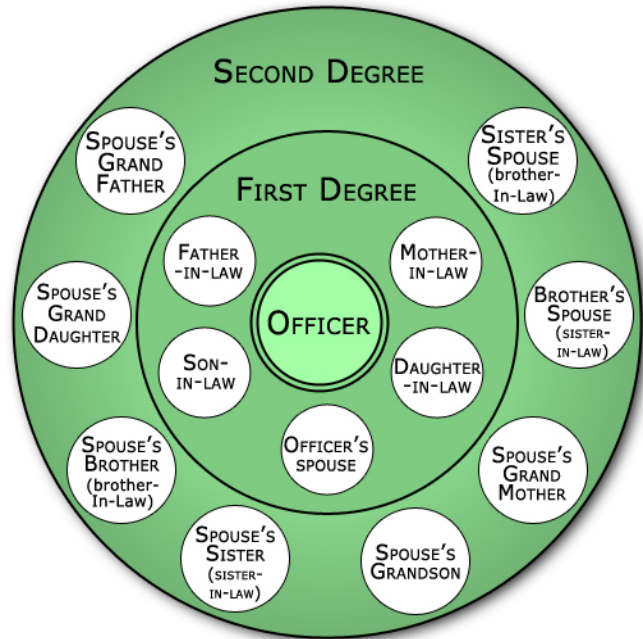
THIS FORM MUST BE RETURNED WITH YOUR RFP

NEPOTISM CHART

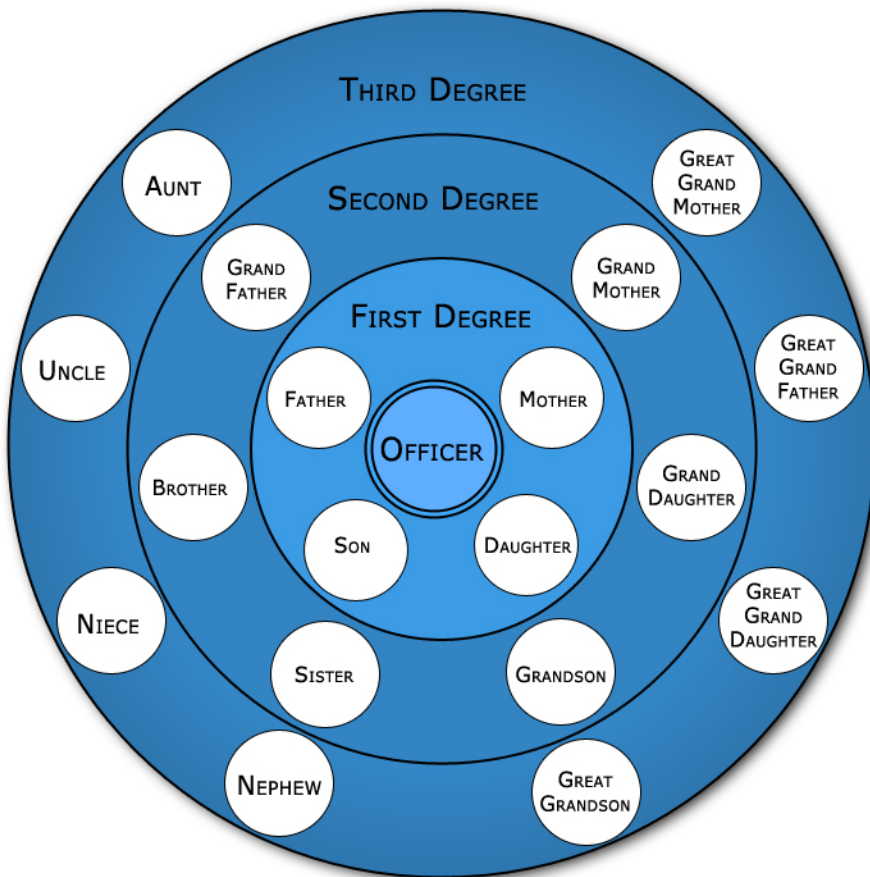
AFFINITY KINSHIP Relationship by Marriage

The chart below shows

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



CONSANGUINITY KINSHIP Relationship by Blood



DISCLOSURE OF INTERESTS

MUST BE FILLED OUT AND SUBMITTED WITH THE BID/RFP/RFO
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 (use box below)
 - 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. *Please write "N/A" in the boxes if non-applicable*

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 RFP

I, _____,
[Person 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:

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

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*
3. *Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criterion under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response. (HB 793 – exemptions).*

☐ *between a governmental entity and a company with less than 10 full-time employees*

☐ *has a value of less than \$100,000 paid wholly or partly from public funds of the governmental entity*

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Please attach the 1295 Form

**See link below to login to
Texas Ethics Commission website**

1295 Filing Info

THIS FORM MUST BE RETURNED WITH YOUR RFP

LEGAL AND GENERAL

In further description of this proposal, we desire to submit sheets marked as follows:

Bidding under the name of: _____

Federal Employee Identification Number _____
which is (Check one of the following):

☐ Corporation, incorporated under the laws of the State of: _____

*

☐ Partnership, consisting of (List Partners) _____

☐ Assumed Name (Register No.) _____

☐ Individual

AUTHORIZED SIGNATURE: _____

Printed or typed: _____

TITLE: _____

ADDRESS: _____

DATE: _____

TELEPHONE: _____

When payment on such order or contract is to be directed to the same company at an address different from above, fill in the following address:

The Contractor shall not assign this contract without the approval of the Cameron County & Juvenile Board.

A detailed and certified financial statement shall be submitted by all corporations.

THIS FORM MUST BE RETURNED WITH YOUR RFP

CERTIFICATION STATEMENT

The undersigned does hereby declare that they have read the specifications for the Juvenile Justice Alternative Education Program, and with full knowledge of the requirements, do hereby agree to provide the services in full accordance with the specifications and requirements.

I certify that _____ and its response complies
(Name of Organization)
with these specifications.

Signature

Type or print name

Title

Date

*If more than one organization is part of the response, all must execute this certification.

THIS FORM MUST BE RETURNED WITH YOUR RFP

TEXAS OPEN RECORDS ACT AND CONFIDENTIALITY

All materials submitted to Cameron County, Purchasing Department pursuant to this Invitation for Bid/Request for Proposals/Statement of Qualifications become subject to the mandates of the Texas Open Records Act, Government Code, Chapter 552, Subchapter A, §§552.009; Subchapter D, §§552.205; and Subchapter F, §§552.261 through 552.274. The purpose of this Act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Almost all "records," as that term is defined in the Act, may be disclosed to the public upon request. Except where specific state or federal statutes create a confidential privilege, persons who submit information to public bodies have no right to keep this information from public access or reasonable expectation that this information will be kept from public access.

If you believe that any of the information you have submitted to the County pursuant to this Request for Proposals is **confidential** under a specific state or federal statute and therefore not subject to the public access, *you must comply with the following:*

- A. Place said documents/records in a separate envelope marked **"Confidential"** **DO NOT** label your entire response to the Bid/Request for Proposals/Statement of Qualifications as "Confidential" – label only those portions of the response that you feel are made confidential by state or federal law as "Confidential." If only a portion of a document is confidential, please identify specifically the portions of the document you are claiming are confidential. Under the State of Texas Open Records Act, the County is obligated to produce documents for public inspection even if the documents contain a portion which is confidential but can redact the confidential parts.
- B. For each such document for which you are claiming a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets.

Should an Open Records request be presented to the County requesting information you have identified as "Confidential," you will be responsible for defending your position in the Court where the proceeding is filed, if needed.

If you fail to identify any records submitted as part of your Bid/Request for Proposals/Statement of Qualifications as "Confidential" by placing them in the "Confidential" envelope AND you fail to identify the specific state or federal law creating said privilege, you are irrefutably agreeing that said records are not confidential and are subject to public access.

GENERAL TERMS & CONDITIONS (Requests for proposals (RFP))

ADDENDA: If RFP 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 Proposers. Proposers must acknowledge receipt and consideration of any such changes by signing the addendum and including it in the RFP package containing the Proposer's submittal.

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

AWARD: Cameron County may hold RFP responses for a period of up thru RFP award date. Cameron County reserves the right to reject any or all responses to RFPs. Cameron County reserves the right to award a contract, if any, based on the Proposer's response when compared to the EVALUATION CRITERIA (AS STATED IN THE RFP) 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 proposer. Commissioners Court reserves the right to determine the method and procedures for the final award of all RFPs 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 RFP explaining those requirements.

CANCELLATION AND TERMINATION: In any contract resulting from the RFP, the County shall have the right to cancel all or any part of the undelivered portion of the contract if (1) Proposer breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Proposer 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 effected by the delivery to the Proposer 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 Proposer breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Proposer 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 effected by the delivery to the Proposer 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 Proposer and the County.

CONTRACT RENEWALS: Contract Renewals must receive Commissioners Court approval. For contract renewal status and information, please contact Elisa Cisneros at 956-982-5405 e-mail: Elisa.Cisneros2@co.cameron.tx.us Cameron County Purchasing Dept. or Dylbia Jeffries 956-550-1340 djefferies@co.cameron.tx.us at the Cameron County Civil Legal Division. Any price escalations are limited to those stated by the original contract terms. All contracts with a one (1) year renewal option require that the Proposer 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 Proposer 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 Proposer agrees as follows: 1.) Proposer 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 Proposer will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the Proposer 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 Proposer 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 as a result thereof.

DISQUALIFICATION OF PROPOSER: Upon submitting a response to this RFP, Proposer certifies that the Proposer 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 RFP 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 Proposers. If multiples are submitted by a Proposer and after all responses to the RFPs are opened one or more of the responses are withdrawn, the result will be that all of the responses submitted by that Proposer will be withdrawn; however, nothing herein prohibits a Proposer 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 this RFP 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 Proposers and the Commissioners Court upon request. Evaluation sheets and any summary of all responses are subject to review by the Cameron County Purchasing Department and Evaluation Committee's recommendation to Cameron County Commissioners Court. Compliance with all RFP requirements, delivery terms and needs of the using department are considerations in evaluating responses. Pricing is NOT the only criterion for making a recommendation (see criteria and relative importance of price and other evaluation factors, if any, specified elsewhere in this RFP). The Cameron County Purchasing Department reserves the right to contact any Proposer, at any time, to clarify, verify or request information with regard to that Proposer's response. The Cameron County Purchasing Department further reserves the right to hold negotiation discussions with any responsible Proposer determined to be reasonably susceptible of being selected for award in accordance with law.

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

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

Grounds for protest

1. Errors were made in computing the score.
2. The County failed to follow procedures established in the RFP, 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 Proposers shall include, in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Proposers shall, at a minimum, provide:

1. Information about the protesting Proposer; 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.

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

b) A written decision will be delivered to the Proposer within five business days after receipt of the protest, unless more time is needed. The protesting Proposer 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 proposals, and/or b) reissue the Proposer solicitation document; or c) make other findings and determine other courses of action as appropriate.

Protest Committee Review Process:

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

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

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 RFP is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of Cameron County or County entities (if any such relationships exists) which must be filled out, attached and included with the RFP response. The County may, by written notice to the Proposer, cancel this contract without liability to Proposer if it is determined by County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent, or representative of the Proposer, 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 Proposer in providing such gratuities. Proposer 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 Proposer for the purpose of securing business.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION: If Proposer 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 Proposer 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 Proposer 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 Proposer to maintain adequate insurance coverage at all times. Failure of the Proposer to maintain adequate coverage shall not relieve the Proposer of any contractual responsibility or obligation.

MAINTENANCE: Maintenance required for equipment requested in RFPs 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 Proposer must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Proposer to furnish this documentation will be cause to reject any RFP applying thereto.

NAME BRANDS: Specifications may reference name brands and model numbers. It is not the intent of Cameron County to restrict responses to RFPs in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard common to similar existing items. Proposers may offer items of equal stature and standard, but the burden of proof of such stature and standard rests with Proposers. 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 Proposer and included in the price. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Proposer 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 RFP response, Proposer either electronically scans, re-types, or in some way reproduces the County's published RFP package, then in event of any conflict between the terms and provisions of the County's published RFP specifications, or any portion thereof, and the terms and provisions of the RFP response made by Proposer, the County's RFP specifications as published shall control. Furthermore, if an alteration of any kind to the County's published RFP 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 RFP. Substitute items will not be accepted unless approved (in advance).

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

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. Proposers are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this RFP 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 RFP. 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 Proposer's response to the RFP which Proposer warrants to be no higher than Proposer'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 Proposer breaches this warranty, the prices of the items shall be reduced to the Proposer's current prices on orders by others, or in the alternative, County may cancel this contract without liability to Proposer for breach or Proposer's actual expense.

(b) The Proposer 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 Proposer 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.

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

Proposers may not limit or exclude any implied warranties.

Proposer 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 Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Proposer's expense.

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

Proposer 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.

Proposer warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFP invitation and to the sample(s) furnished by Proposer, 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 Proposer 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 Proposer at no expense to the County.

SAFETY WARRANTY: As noted above, Proposer 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 Proposer's expense. In the event Proposer fails to make the appropriate correction within a reasonable time, correction made by County will be at Proposer's expense. Have you attached the required warranty information to the RFP (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 Proposer without the written permission of the County. Any attempted assignment or delegation by Proposer 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 Proposer. 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 RFP - have been delivered and accepted and all contract requirements have been satisfied.

ERRORS AND OMISSIONS: Errors and Omissions in the RFP or any provision herein described will not be construed as to relieve the Proposer 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 RFP 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 Proposer shall indemnify and hold Cameron County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from Proposer's performance. Proposer shall procure and maintain, with respect to the subject matter of this RFP, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Proposer's liability as may arise directly or indirectly from work performed and goods or services sold under the terms of this RFP. 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, Proposer 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 Proposer for indemnification in the event that Proposer gets sued on the grounds of infringement or the like. If Proposer is of the opinion that an infringement or the like will result, Proposer 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, Proposer will hold County harmless. If Proposer 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 Proposer the reasonable cost of Proposer's search as to infringement. The Proposer agrees to protect the County from claims involving infringement of patents or copyrights.

INDEMNIFICATION

BIDDER covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the County and the elected officials, employees, officers, directors, volunteers and representatives of the County, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the County directly or indirectly arising out of, resulting from or related to BIDDER'S activities under this contract, including any acts or omissions of BIDDER, any agent, officer, director, representative, employee, consultant or subcontractor of BIDDER, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of County, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT BIDDER AND COUNTY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE COUNTY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. BIDDER shall advise the County in writing within 24 hours of any claim or demand against the County or BIDDER known to BIDDER related to or arising out of BIDDER's activities under this contract and shall see to the investigation and defense of such claim or demand at BIDDER's cost. The County shall have the right, at its option and at its own expense, to participate in such defense without relieving BIDDER of any of its obligations under this paragraph.

INTERPRETATION PAROLE EVIDENCE: Unless a separate contract or addendum hereof is prepared and entered into following the award of this RFP to a successful Proposer, this writing is intended by the parties as a final expression of the terms of this RFP 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 RFP 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: RFP responses must be received by the County before the hour and date specified. Responses received after the time and date specified will be disqualified and may be returned to sender. The County is not responsible for lateness or non-delivery of mail, delivered to wrong office, carrier, etc.

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

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

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

RIGHT TO ASSURANCE: During the RFP process and any resulting contract, whenever a Proposer or 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 RFP 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.

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

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

OTHER TERMS: The Proposer 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.

AGREEMENT

State of Texas§
§Know by all men these presents:
County of Cameron County§

CAMERON COUNTY OPERATION AND MANAGEMENT AGREEMENT FOR THE JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM FOR THE CAMERON COUNTY JUVENILE BOARD

This Contract (the "Agreement") is entered into on the _____ day of _____, 2023, by and between the Cameron County Juvenile Board and the Cameron County Commissioners Court (hereinafter sometimes referred to as "Contracting Authority") and _____ (hereinafter referred to as "Company").

WHEREAS, Pursuant to Chapter 37, Texas Education Code, the Cameron County Juvenile Board is charged with the responsibility of providing a Juvenile Justice Alternative Education Program (Program) to those students who have been expelled by one of the twelve school districts within Cameron County (County) and who have been adjudicated as delinquent by a juvenile court. In addition, the Juvenile Court may in its discretion order students who have been expelled and who are found to have engaged in conduct indicating a need for supervision (CINS) to attend the Program.

The Juvenile Board has two goals for the Program: first, to educate the children; and, second, to stop their delinquent conduct and misbehavior. With respect to the education of these students, the Board would like to make certain that the students improve and that they are able to reintegrate into the regular school once their term of expulsion expires. With regard to conduct, it is hoped that the student will successfully complete their probation and that they will not re-offend in the future.

WHEREAS, the Contracting Authority desires to have the Program operated and managed by a professional education/juvenile justice management Company, and

WHEREAS, the Contracting Authority desires that the Company undertake the operation and management of said Program under the following conditions.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

Section 1. Purpose. The Company hereby agrees to undertake the complete and full operation and management responsibilities of the Program, under the terms of this Agreement and to use its best efforts to meet the goals of the Program.

Section 2. Duty to Cooperate. The parties acknowledge that their mutual cooperation is critical to the ability of the Company to perform its duties successfully and efficiently. Accordingly, each party agrees to cooperate with the other fully in formulating and implementing recommendations.

Section 3. Property Insurance. The Company shall provide hazard insurance coverage for the Facility for all improvements, fixtures, and real property. The Company shall provide personal property insurance for the property for the Program located at the Facility.

Section 4. Standard for Program Operation. While the Program is under the management and control of the Company, the Company's operation of the Program will, subject to limitations beyond the control of the Company, conform to applicable federal, state, and local statutes and ordinances, and the standards of the Texas Education Agency, where applicable, and the Texas Family Code. The Program shall be operated in accordance with the operations policies set out in Exhibit "A" (Proposal 1472) as opened and awarded by Cameron County Commissioners Court, and the Cameron County Juvenile Board.

The Company will comply with applicable building and fire safety codes and regulations and all sanitation and health codes in effect on the day this Agreement is signed including state regulations governing and operation and like Programs. To the extent the Program does not comply with applicable codes and regulations at any time, the Company with the cooperation of the Contracting Authority will take steps to remedy the deficiencies.

Section 5. Administration. The Company will appoint an Administrator to manage on-site the day-to-day operation of the Program. The position shall be staffed by a professional experienced and trained administrator in the field of education programming for at-risk youth.

Section 6. Contract Monitor. The Contracting Authority appoints the Chief Juvenile Probation Officer to monitor the Company's implementation of its duties and obligations under the terms of the Agreement. The Chief Juvenile Probation Officer will be responsible to and report to any and all persons as may be directed by the Contracting Authority. The Chief Juvenile Probation Officer or other persons designated by the Juvenile Board shall have unlimited access to the Facility, Program and student records, excluding program personnel files, as is necessary to monitor contract compliance.

Section 7. Employment Policy. The recruitment, selection and management of all personnel shall conform to the rules and regulations of the Equal Employment Opportunity Commission. The Company will adopt a nondiscriminatory policy with respect to handicap, race, color, religion, sex, or national origin. No person will be denied an opportunity for employment with the Company or participation in the programs instituted by the Company in connection with operation of the Program on the basis of any of these aforementioned criteria. The Company shall provide access to records required by law of such nondiscriminatory action upon written request by the contracting Authority. A notice evidencing the Company's adoption and commitment to this policy shall be posted in a conspicuous location.

Section 8. Personnel.

- a) All recruitment, screening, background checks or other decisions or procedures regarding employment of personnel necessary to conduct the Program shall be the exclusive responsibility of the Company. Employee benefits including medical insurance, life insurance, worker's compensation insurance, and other benefits will be the responsibility of the Company. The worker's compensation insurance shall be maintained by the Company at the limits statutorily required by the State of Texas. The Company shall provide the Contracting Authority with a waiver of subrogation as to the worker's compensation insurance.

- b) In accordance to State Standard 344.00(d), each employee must undergo a Criminal History Search (Fast Scan) executed by the Cameron County Juvenile Justice Department before employment is granted. Once hired, each employee must have orientation training to include, safety and security procedures, child abuse, neglect and exploitation identification and reporting as required by Chapter 358 of the Texas Administrative Code.
- c) The Offeror must set out its student to teacher ratio of one (1) to twenty four (24) maximum and the instructional staff for the JJAEP shall include, at a minimum, one Texas certified teacher. In the event there is a pandemic the ratio will decrease per classroom. Instructional staff, at a minimum, must hold a four year degree from an accredited university.
- d) The Company must fill an open position within thirty (30) days of its vacancy, or, beginning on the thirty-first (31st) day, shall forward the accrued salary total that position would pay to the Cameron County Juvenile Department until the position is filled. Any monies collected shall be placed in the Cameron County Juvenile Department's JJAEP fund and shall only be used for JJAEP program purposes.

Section 9. Liability Insurance. The Company shall provide for the comprehensive liability coverage for all of the Company's agents, servants, employees, personnel and anyone directly or indirectly employed by the Company connected with the operation and management of the Program and the Company shall provide further comprehensive general liability coverage extending to include as additional insured Cameron County, the Cameron County Commissioner's Court, the Cameron County Juvenile Board, its agents and employees, the Masters or Referees, Juvenile Court Probation/Intake Officers, the Cameron County school districts; representatives and other agents acting in a government agency capacity, together with the successors and assignees of all identified persons set out herein during the term of this Agreement.

It is further agreed by and between the parties hereto that the limits of coverage for any incident or occurrence provided for in the comprehensive general liability as set out herein shall be the greater of the coverage required by law or as included in the Company's Proposal, inclusive of legal fees, expenses or other costs of defense related to any claims or actions.

All insurance coverage required by this Section and Article XV of Instructions to Offerors, shall be procured and maintained with financially sound insurance companies approved by the Contracting Authority. The certificates of insurance shall contain a provision that the Contracting Authority, or its designated representative, shall receive written notice of at least thirty (30) days prior to the cancellation of any of the coverage provided under the policies.

Section 10. Program Capacity. The parties agree that as of the execution date of this Agreement, the maximum capacity of the Program is undetermined. This notwithstanding, the Company agrees to serve all numbers of students referred.

Section 11. Student Characteristics. The Contracting Authority agrees that the student population shall consist of male and female students and shall be consistent with the agreements by and between the Juvenile Board and each of the school districts in Cameron County, approving the Code of Conduct and setting forth the criteria for attendance.

Section 12. Utilities. The Company will pay for all utilities supplied to the Program from the

commencement date throughout the term of the Agreement.

Section 13. Term.

- a) The term is for twenty-four (24) months with a one (1) year extension option. The Parties acknowledge and agree that the anticipated commencement date of the Program will be on _____, 2020. The termination shall be on _____, 201X. The Contracting Authority reserves the right to extend this Agreement an additional year at the same rates stated in Section 14 of this Agreement. Such extension will be under the terms specified in an Amendment to be signed by both Parties. The Company understands that the term of this Agreement and any subsequent extension period is dependent on funds being available to Cameron County. Should funds not be made available, this Agreement may be terminated at the request of either Party giving at least thirty (30) days advance written notice.
- b) This Agreement may be terminated at the request of either Party by giving thirty (30) days written notice. Notice shall be given pursuant to the notice provision of this Agreement.

Section 14. Compensation for Services. The Contracting Authority hereby agrees to pay the Company, as compensation for its services relating to this Agreement for the period of commencement through _____, 20__ the sum of the amount paid for mandatory students is the allowable reimbursement from the state and for discretionary it will be the dollar amount contracted by the service provider with the school districts via the MOU established in the partnership - per student, Mandatory or Discretionary, for a minimum of - the number of students will be determined by facility capacity and staff ratios, per day during the one hundred eighty (180) day school year. Payment will be made on a monthly basis and billing will be received from the Contracting Authority to Cameron County Juvenile Probation department.

In the event the Contracting Authority desires to extend the school year beyond one hundred eighty (180) regular days (not to exceed an additional fifty-five (55) days) and the Contracting Authority is able to secure sufficient additional funds to finance such an extension, the Parties agree that the compensation to the Company for any extension periods will be subject to funding availability

Section 15. Billing for Services. The Company will submit invoices to the Cameron County Juvenile Department at the end of each month from _____, 20__ through _____, 20__. Payment for the services invoiced is due and payable no later than thirty (30) days from receipt of the invoice.

Section 16. Training. Training and staff requirements will be the responsibility of the Company.

Section 17. Accreditation. The Company shall operate the Program according to current written policies which address personnel, administration, programming, training, and standards under Chapter 348 of the Texas Administrative Code. The Company shall insure that the Program meets all current accreditation requirements as mandated by the Texas Administrative Code and any such standards approved and required by the Texas Juvenile Probation Commission.

Section 18. Food Service. The Company will provide at its own expense a food service program which includes lunches which meet nutritional needs of adolescents who are participating in the Program.

Section 19. Equipment and Supplies. The Company will provide the proper equipment for the facility and appropriate supplies to the Program.

Section 20. Medical Care. The Company will promptly notify the parents/guardians of a student in need of medical care. The Company will adopt and regularly review health related policies and procedures. The Company will dispense prescription medication to students whose physician has ordered medication for the child. In this event, the parent/guardian is responsible for providing to the Company an official doctor's order to the medication, as well as the original medicine bottle with the dispensing instructions/label intact. Medication must be delivered in person to the school by the parent/guardian.

Section 21. Admission and Release. The Contracting Authority will be responsible for the admission and release of all students subject to the procedures established by the Contracting Authority. The Company will not be required to admit or release any student without appropriate legal documentation. Students, who appear to be seriously ill, or injured, or otherwise under a serious physical or mental disability, shall not be received.

Section 22. Security and Student Supervision. The Company shall provide such security and supervision as is required by sound program practices to maintain the safety, security, and order of the Program and to protect the safety and wellbeing of the students, staff, visitors, and surrounding community.

Section 23. Unusual Occurrences and Incidents. The Company will immediately notify the Chief Juvenile Probation Officer and/or designee in the event of an unusual occurrence or incident as defined by the Chief Juvenile Probation Officer, and thereafter as requested and as soon as practical, furnish written notification of such occurrence or incident. Reports of abuse and neglect must be reported in accordance with the law.

Section 24. Programs. The Company shall implement the Juvenile Justice Alternative Education Program consistent with the Proposal submitted to the Juvenile Board in response to RFP No. 1472 and attached hereto as Exhibit "A". The Program outcomes shall be met or else the Contracting Authority may, in its discretion, reduce or refuse to pay the Company's compensation attributable to the youth which cause such outcomes not to be met. The Parties acknowledge that the Program as set forth in "Exhibit A" may from time to time be modified for the success of the Program. The Contracting Authority will be advised of and will approve such changes.

Section 25. Student Records. The Company will follow written policies and procedures governing a student record system. Such written policies and procedures shall be submitted to the Contracting Authority. Information contained in student records shall be consistent with that required by applicable statutes, and the requirements of the Contracting Authority. All information shall be considered confidential and is subject to release or disclosure only to authorized representatives of the Contracting Authority. Release of student records to physicians or other health care providers for use in treatment is hereby expressly authorized by the Contracting Authority.

Section 26. Program Records. The Company will maintain program records of all significant activities related to operation of the Program. These program records will be available for review by the contracting Authority. The records will be maintained in accordance with all

applicable standards and statutes.

Section 27. Transportation – To and from School Campus: Transportation shall be the responsibility of the Company. Any transportation needs that are different must have prior approval by the Program Director and the Chief Probation Officer or his/her designee. The student/staff ratio for all field trips will be one (1) staff to six (6) students. Students may be transported to field trips in buses or staff personal vehicles depending on the number of students and staff attending the field trip. All staff transporting students in their personal vehicle are required to have current auto liability insurance.

Transportation of a single student for other verifiable, identified reasons (including medical/mental health appointments, court appearances, community service restitution, home, etc.) requires one (1) Company staff member who has been cleared by the Company's Human Resources Department to provide such service. All Cameron County JJAEP employees with current auto liability insurance are authorized to transport students. JJAEP and Company staff members may use their own vehicles for these purposes. JJAEP and Company staff members must document their starting and ending mileage for these trips. Under no circumstances will a male transport a female or a female transport a male alone in their personal vehicle. Under these circumstances, another Cameron County JJAEP and Company staff member of the same gender as the student must accompany or transport the student.

Any emergencies which occur during the transportation of a student must be reported to JJAEP Administration, Cameron County, parents and the Company as soon as possible, with a written Incident Report forwarded to the designated County Administrator within twenty-four (24) hours of the incident or the next business day. Should an emergency occur, one (1) JJAEP or Company staff member must remain with the remaining students not involved in the emergency and if possible, transport the non-involved students back to the JJAEP campus.

Section 28. **INDEMNIFICATION.** THE COMPANY WILL INDEMNIFY THE CONTRACTING AUTHORITY, THE COUNTY, THE COUNTY COMMISSIONERS AND THEIR OFFICERS, AGENTS, AND EMPLOYEES OF THE COUNTY FOR LIABILITY IMPUTED TO IT AS A CONSEQUENCE OF ACTS OR OMISSIONS BY THE COMPANY, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES DURING ITS OPERATION OF THE PROGRAM IF SUCH LIABILITY RESULTS FROM (1) ANY BREACH OR DEFAULT OF THE COMPANY IN THE PERFORMANCE OF ANY COVENANT, CONDITION OR AGREEMENT TO BE PERFORMED PURSUANT TO THE TERMS HEREOF; (2) ANY ACT OF NEGLIGENCE OR WILLFUL CONDUCT OF THE COMPANY, OR ANY OF ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, AND; (3) ANY CLAIM OR LOSSES OF ANY PERSON INJURED OR PROPERTY DAMAGED FROM THE ACTS OR OMISSIONS OF THE COMPANY, ITS OFFICERS, AGENTS, OR EMPLOYEES IN THE PERFORMANCE OF THIS AGREEMENT. THE COMPANY WILL MAINTAIN THE INDEMNITY POLICY SUBMITTED WITH ITS PROPOSAL FOR THE DURATION OF THE CONTRACT. THE COMPANY WILL UNDERTAKE AND PAY FOR THE DEFENSE OF SUITS AGAINST IT AS WELL AS JUDGEMENTS, SETTLEMENT AMOUNTS, AND LITIGATION EXPENSES, AND SHALL INCLUDE IN SUCH DEFENSE THE CONTRACTING AUTHORITY WHEN THOSE PARTIES ARE CHARGED WITH LIABILITY AS A RESULT OF ACTS OR OMISSIONS ATTRIBUTED TO THE COMPANY. THE TOTAL AND MAXIMUM LIABILITY OF THE COMPANY HEREUNDER INCLUDING JUDGMENTS, FEES, EXPENSES, ETC., SHALL NOT EXCEED \$11,000,000 DOLLARS. THE COMPANY'S OBLIGATION TO DEFEND DOES NOT INCLUDE AN OBLIGATION TO PAY FOR INDIVIDUAL COUNSEL FOR THE CONTRACTING AUTHORITY, THE

COUNTY, THE COUNTY COMMISSIONERS AND THEIR OFFICERS, AGENTS, AND EMPLOYEES IN ADDITION TO THAT COUNSEL PROVIDED ABOVE. HOWEVER, THE COMPANY SHALL SELECT COUNSEL FOR DEFENSE OF THE CONTRACTING AUTHORITY AND THE COUNTY WHICH IS SATISFACTORY TO THESE PARTIES, UNLESS SUCH ACTION IS DEFENDED AGAINST BY COUNSEL FOR ANY CARRIER OF LIABILITY INSURANCE PROVIDER FOR IN THE AGREEMENT. TO THE EXTENT THAT ADDITIONAL COUNSEL ARE DEEMED NECESSARY BY THESE OTHER PARTIES, THE DECISION TO HIRE ADDITIONAL COUNSEL AND THE RESPONSIBILITY FOR THEIR COMPENSATION ARE THE EXCLUSIVE RESPONSIBILITY OF THESE OTHER PARTIES. AS A CONDITION FOR SUCH INDEMNIFICATION AND DEFENSE, THE CONTRACTING AUTHORITY AGREES TO COOPERATE FULLY IN SAID DEFENSE (INCLUDING WITHOUT LIMITATION SELECTION OF COUNSEL AND SETTLEMENT) WHICH SHALL BE MADE BY THE COMPANY IN ITS REASONABLE DISCRETION. THIS OBLIGATION TO INDEMNIFY COMMENCES THE DAY THE COMPANY BEGINS ACTUAL MANAGEMENT OF THE PROGRAM AND ONLY APPLIES TO ACTS OCCURRING AFTER THAT DATE.

Section 29. Breach, Notice, and Cure. In the event of a breach of any obligation or covenant under this Agreement, the non-breaching party may give the breaching party written notice of the specifics of the breach, and the breaching party shall have ten (10) days in which to cure the breach. If the breach is not cured within such period, the breaching party shall be in default and the non-breaching party shall be entitled to pursue any remedies it may have by reason of the breach.

In the event any provision contained in this Agreement shall be breached by either party and thereafter waived by either party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

Section 30. Default. Upon the occurrence of any "event of default", the non-defaulting party may terminate this Agreement in accordance with the provisions below. The following shall constitute events of default:

- a) A finding by a court of competent jurisdiction in an action between the Contracting Authority and the Company, or in an action between the Company, the Contracting Authority and a third party, that the Company has been guilty of negligence or willful or wanton misconduct or malfeasance or intentional misconduct in the management or the operation of the Program or in the performance of its duties arising herein.
- b) The failure of the Company to obtain or maintain any license, accreditation, right or certification required for the lawful operation of the Program or the conduct of the Company's business as it relates to the Program; or the decision by any State department or agency to withhold, withdraw, or disqualify the Program from receiving the funds to which it would otherwise be entitled. The above notwithstanding, the Contracting Authority may authorize the Company to continue operations even though there has been a failure to grant any license, right or certification upon the terms and conditions set by the Contracting Authority and agreed to by the Company.
- c) The continuation of any of the following without such being corrected or cured within a reasonable period of time (unless the Contracting Authority shall agree in writing to an extension of such time):
 - i. The dissolution of the Company, or the disposition of all or substantially all of

- its assets;
- ii. The adjudication of the Company to be bankrupt or insolvent;
- iii. The failure of the Company to continuously operate the Program for the purposes contemplated by this Agreement.

d) The breach of any other term or condition of this Agreement.

Section 31. Prohibition of Assignment. The Company acknowledges that the nature of the services to be rendered under this Agreement is unique and based on the Company's expertise and that as a consequence of such; the Company is prohibited from assigning duties or obligations due under the terms of this Agreement without the written consent of the Contracting Authority. Such consent shall not be unreasonably withheld if such is deemed in the best interest of the program and the service providers selected are fully qualified and are in compliance with all statutes, regulations, standards, and requirements of the Contracting Authority and that there is no loss of indemnification as described in Section 28.

Section 32. Notice. If notice or demand of any kind is to be given by any party to any other party, it shall be in writing, signed by the Party giving it, directed to the intended recipient with sufficient postage prepaid, certified mail, addressed as follows:

To the Contracting Authority:

Cameron County Juvenile Board
Chief, Cameron County Juvenile Justice Department
PO Box 1690 (2310 West Business Highway 77)
San Benito, Texas 78586

With a copy to:

Cameron County Juvenile Board Chair
Cameron County Judge Janet Leal
Brownsville, TX 78520

To the Company:

XXXXX
XXXXX

Section 33. Resolution of Disputes. The Company and the Contracting Authority agree that any disputes arising under this Agreement shall be governed by the laws of the State of Texas. The venue for any litigation shall be in the courts of Cameron County.

Section 34. Complete Agreement: Amendments and Waivers. The complete form entitled **RFP No. 1472** Juvenile Justice Alternative Education Program (JJAEP) - Proposal Response Form and attachments from the Company has been marked, attached and incorporated herein to this Agreement as Exhibit A. In case of conflict in any term contained in the RFP Form or the attachments or this Agreement, the term in this Agreement controls.

No prior agreement or understanding, verbal or otherwise, of the Parties or the agents shall be valid or enforceable unless embodied with this Agreement.

No changes to this Agreement shall be made except under written agreement of both Parties. No failure on the part of any Party to exercise, and no delay in exercising, and no course of

dealing with respect to any right hereunder shall operate as a waiver thereof. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

Section 35. Captions. The captions or heading in this Agreement are for reference only and shall not constitute a part hereof or affect the construction or interpretation of this Agreement.

Company

Cameron County Juvenile Board

By: _____

By: _____

Chairman, Cameron County
Juvenile Board

Date: _____

Date: _____