



**CAMERON COUNTY  
PURCHASING DEPARTMENT  
REQUEST FOR QUALIFICATIONS**

**RFQ NUMBER # 1724**

**RFQ TITLE: SOIL & MATERIALS TESTING SERVICES**

**DATE DUE: JULY 30, 2025**

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

RFQ'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. (per Purchasing Dept. time clock) on deadline due date. All participants are welcome to attend RFQ acknowledgment opening.

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

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

RETURN RFQ TO:

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

**Questions/clarifications must be submitted by: Monday, July 21, 2025, before 3:00 p.m. C.S.T.**

(e-mail to [purchasing@co.cameron.tx.us](mailto: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, July 23<sup>rd</sup>, 2025.**

For additional information, clarifications and/or questions or to request addendum please contact: Dalia Loera or Roberto Luna at (956) 544-0871, E-mail: [purchasing@co.cameron.tx.us](mailto:purchasing@co.cameron.tx.us)

**YOU MUST SIGN BELOW IN INK; FAILURE TO SIGN WILL DISQUALIFY THE OFFER.**

**All prices must be typewritten or written in ink.**

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

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

City, State, Zip Code: \_\_\_\_\_

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

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ e-mail \_\_\_\_\_

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

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

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

**Responders must sign each page to ensure you have read each page's information, terms, conditions and/or required forms.  
Failure to sign or initial each page will disqualify the RFQ offer**

**ACKNOWLEDGMENT OF RECEIPT**  
**SOIL & MATERIALS TESTING SERVICES**  
**RFQ # 1724**

**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](mailto:purchasing@co.cameron.tx.us)

Please fax or e-mail this page upon receipt of RFQ package no later than **Friday, July 25<sup>th</sup>, 2025 before 3:00 p.m. CST.** All questions regarding this RFQ should also be submitted no later than the stated date and time on RFQ cover page.

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

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

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

**Yes, I will be able to submit a Statement of Qualifications submittal.**

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

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

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

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

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

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

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

# CHECK LIST

Respondents 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 Respondent's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your RFQ packet.

- Cover Sheet**  
Your company name, address and your signature (IN INK) should appear on this page.
- Instructions to Proposers**  
You should be familiar with all of the Instructions to Responders.
- 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 No. 1 (Page 15 of 39)**  
Be sure to complete this form and return with packet.
- Attachments A, B, C, D, E, F, G, H, I & J**  
Be sure to complete these forms and return them with packet.
- Minimum Insurance (Professional) Requirements**  
Included when applicable.
- Financial Statement**  
When this information is required, you must use this form.

## **Other - Final reminders to double check before submitting RFQ**

- Is your RFQ sealed with RFQ #, title, Responder'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](mailto:Purchasing@co.cameron.tx.us)

**Thank you,**

**Purchasing Department  
Cameron County**

**INSTRUCTIONS FOR SUBMITTING RFQ'S**  
**SOIL & MATERIALS TESTING SERVICES**  
**RFQ # 1724**

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 RFQ and Requests for Quotes.

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

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

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

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

**GOVERNING 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.

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

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions result in a change or addition to this RFQ, the Change(s) and addition(s) will be forwarded to all vendors involved as quickly as possible in the form of an addendum. Verbal changes to Bids/RFP's/RFQ's must be backed-up by written addendum or written Q/A clarifications which would be posted on County Purchasing Web site. Without written Addendum or written Q / A clarification, verbal changes to RFQ will not apply.

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

*The County of Cameron, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.*

**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](#)

- 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](mailto: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 all persons and business entities doing business with Cameron County:**

**This questionnaire must be submitted with the response to this RFQ and filed in accordance with chapter 176 of the Local Government Code by a persons and business entities doing business with Cameron County. By law this questionnaire must be filed with the records administrator of the Cameron County Clerk's office 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 (or entity or both) commits an offense if the person violates Section 176.006, Local Govt. Code.

A vendor commits an offense if the vendor:

- (1) is required to file a conflict of interest questionnaire under Section 176.006; and either:
  - (A) knowingly fails to file the required questionnaire with the appropriate records administrator not later than 5 p.m. on the seventh business day after the date on which the vendor becomes aware of the facts that require the filing of the questionnaire; or
  - (B) knowingly fails to file the required questionnaire with the appropriate records administrator not later than 5 p.m. on the seventh business day after the date on which the vendor becomes aware of an event that would make a statement in a questionnaire previously filed by the vendor incomplete or inaccurate.

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

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

**The form can be downloaded at the following web site:**

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

### **DISCLOSURE OF INTERESTS:**

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

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

**The form can be downloaded at the following web site:**

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

**TEXAS ETHICS COMMISSION FORM 1295**

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

All Vendors being recommended to Commissioners Court for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This Certification Form 1295 must be electronically submitted, printed and 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 RFQ award. There is no charge for this TEC online process.

Texas Ethics Commission (TEC) Form 1295 must be completed (by firm - on line "New Form 1295 Certificate of Interested Parties Electronic Filing Application" Site at:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) )

If any Vendors have questions as to TEC Form 1295 visit the County Purchasing Web site left column tab "Vendor – TEC Form 1295" for more information. TEC Web site links can be found at this location including Question / Answers and Video instructions.

tab Link: <https://www.cameroncounty.us/vendors-tec-form-1295/>

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

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

PROPOSERS MAY ATTEND PUBLICLY HELD COMM COURT MEETING FOR AWARD OF THIS SOLICITATION. All responding bidders/ 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: <http://www.co.cameron.tx.us/judge/agenda.htm>

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

**PLEASE NOTE CAREFULLY**

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

1. **ORIGINAL (marked "ORIGINAL") AND ONE (1) COPY (marked "COPY") sets and an electronic (PDF format file only) MUST BE SUBMITTED** Each RFQ shall be placed in a separate envelope completely and properly identified with the name and number of the RFQ. RFQ's must be in the Purchasing Department BEFORE the time/hour and date specified.
2. RFQ's MUST give full firm name and address of the Proposer. Failure to manually sign RFQ will disqualify it. Person signing RFQ should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT.
3. RFQ's CANNOT be altered or amended after deadline time. Any alterations made before deadline time must be initiated by Proposer or his authorized agent. No RFQ can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.
4. The County is exempt from State Sales Tax and Federal Excise Tax. DO NOT INCLUDE TAX IN RFQ. 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.
7. If RESPONDENT takes no exception to specifications or reference data, RESPONDENT will be required to provide details etc. as specified.
8. Written and verbal inquires pertaining to RFQ's must give RFQ Number and Company.
9. NO substitutions or cancellations permitted without written approval of Purchasing Agent.
10. The County reserves the right to accept or reject all or any part of any RFQ, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total RFQ.
11. This is a RFQ inquiry only and implies no obligation on the part of Cameron County.

12. Partial or incomplete RFQ submittals will not be accepted. The County is seeking qualifications for the Respondent to write and administer a complete solution to the subject matter of this RFQ. All RFQ requests must be addressed in the Respondent's submittal.
13. It is expected that the RESPONDENT will meet all state and federal safety standards and laws in effect on the date of the
12. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by Cameron County.
13. Partial RFQ's will not be accepted unless awarded by category or line item. **To be awarded by total RFQ.**
14. It is expected that the Proposer will meet all state and federal safety standards and laws in effect on the date of the RFQ for the item(s) being specified, and the particular use for which they are meant.
15. **This RFQ procurement is subject to federal funding requirements and regulations. All participants must comply with "Exhibit XII PROCUREMENT SUBJECT TO FEDERAL FUNDING" PROCEDURES AS PER LANGUAGE IN CAMERON COUNTY PURCHASING MANUAL. (See Exhibit 1). In addition, Procurement procedures will adhere to FEDERAL PROCUREMENT STANDARDS as per 2 CFR 200.318 – 200.326 (See Exhibit 2)**

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

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

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

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

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

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

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

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

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

**INVOICES AND PAYMENTS:** (a) Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery or service is rendered. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight weigh bill when applicable, should be attached to the invoice. Mail to: Cameron County, ATTN: Auditor's Office, **1100 E. Monroe St, 3<sup>rd</sup> Floor**, Brownsville, Texas 78520. Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Finance Department advised of any changes in your remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extend funds are not available and any delivered buy unpaid for goods will be returned to Seller by Buyer. (c) Do not include Federal Excise, State or City Sales Tax. County shall furnish tax exemption certificate if required.

Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for good

and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Cameron County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Services.

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

**CAMERON COUNTY AUDITOR  
ACCOUNTS PAYABLE  
1100 E. Monroe St, 3<sup>rd</sup> Floor,  
BROWNSVILLE, TEXAS 78520**

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

**PAYMENT DISCOUNT:** Indicate the payment discount (s) available depending on the when invoices are paid. For example, 1/30 means a 1% discount if paid within 30 days, 2/15 means a 2% discount if paid within 15 days, etc.

Payment in full will be made within thirty (30) days of delivery, inspection, and receipt of invoice.

**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 ensure 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.

**RFQ is subject to:**

GOVERNMENT CODE

TITLE 10. GENERAL GOVERNMENT

SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT

CHAPTER 2254. PROFESSIONAL AND CONSULTING SERVICES

SUBCHAPTER A. PROFESSIONAL SERVICES

Sec. 2254.002. DEFINITIONS. In this subchapter:

(1) "Governmental entity" means:

(B) a district, authority, **county**, municipality, or

(2) "Professional services" means services:

(A) within the scope of the practice, as defined by state

law, of:

(ii) **architecture;**

(vii) **professional engineering;**

(B) provided in connection with the professional employment or practice of a person who is licensed or registered as:

(ii) **an architect;**

(vii) **a professional engineer;**

[GOVERNMENT CODE CHAPTER 2254. PROFESSIONAL AND CONSULTING SERVICES](#)

**CAMERON COUNTY, TEXAS  
RFQ. REQUIREMENTS  
ANNUAL RFQ #1724  
SOIL & MATERIALS TESTING SERVICES**

Cameron County is soliciting RFQ's beginning on the RFQ award date for **three (3) years, until August 30<sup>th</sup>, 2025 with option to renew for an additional two (2) years** and based upon agreed prices and all terms remaining constant - based upon Commissioners Court final approval.

**CAMERON COUNTY RESERVES THE RIGHT TO AWARD TO MORE THAN ONE FIRM AND PLACE THE TOP SELECTED FIRMS ON A ROTATION LIST.**

The attached pages list the services desired. The RFQ should list any variations from, or exceptions to, the conditions of this RFQ and attach it to the RFQ.



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

**REQUEST FOR QUALIFICATIONS  
FOR PROFESSIONAL SERVICES RFQ # 1724**

**I. Project Summary:** Cameron County is requesting RFQ's to provide Soil & Materials Testing as well as occasional Environmental Studies.

Cameron County wishes to retain an engineering firm to provide the following services:

- A) Soil Testing Services.
- B) Materials Testing Services.
- C) Environmental Studies (occasionally).
- D) Geotechnical Field Investigations & Engineering Recommendations (occasionally).

**II. GENERAL GUIDELINES FOR PREPARATION OF THE RFQ's**

- A) Provide a brief narrative of how your firm will provide the requested services.
- B) Provide information required in Attachment A, "Statement of Qualifications".
- C) If you so desire, you may provide a copy of a previously completed Soil & Materials Testing report as a representative sample of your firm's work. The example can be returned to the submitting firm.

Cameron County expressly reserves the right to accept or reject any and all statements submitted; and is under no legal requirement to execute a resulting contract on the basis of this advertisement and intends the material provided only as a means of identifying the various contractor alternatives. Cameron County will base its choice on demonstrated competence, qualifications and evidence of superior conformance with criteria.

This request for Qualifications does not commit Cameron County to pay any costs incurred prior to execution of a contract. Issuance of this material in no way obligates Cameron County to award a contract or to pay any costs incurred the preparation of a response. Cameron County specifically reserves the right to vary all provisions set forth at any time prior to execution of a contract where it deems it to be in the best interest of Cameron County. Requests for additional information on this RFQ may be directed to the above address or Benjamin L. Worsham, P.E., P.T.O.E. – County Engineer at (956) 247-3526.

RFQ's MUST COMPLY with all federal, state, county and local laws.

ANY QUESTIONS concerning this Request for Qualifications should be directed to:

Benjamin L. Worsham, P.E., P.T.O.E.  
Cameron County Engineer  
(956) 247-3526

Roberto C. Luna, CPM, CTCD, CTCM  
Cameron County Purchasing Agent  
(956) 544-0871

### III. EVALUATION CRITERIA & SCORING

#### **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.

Once RFQ's Qualification Statements are reviewed and scored, a short list will be compiled. Interviews may be conducted with Vendors determined by total score rankings. Additional information may be required at that time. Negotiations will begin with the Vendors selected for the project. Commissioners Court will make the final selection and possible approval of the contract.

The following criteria will be used as a basis for the selection of a firm:

1. Understanding of the Proposal - methodology proposed to meet objectives – knowledge of project - 35 %
2. Firm's Qualifications & Experience – list of references – list of similar projects completed - 30 %
3. Personnel & Staff - allocation of resources for this project - resumes / qualifications - 35%

For costs of engineering (Soil & Materials Testing as well as occasional Environmental Studies) services, negotiations must occur after the initial selection of the engineer or architect as price cannot be used as a selection factor. (See 2 CFR 200.320(d)(5) and Texas Government Code § 2254.004)

Questions regarding the County's RFQ requirements and procedures should be referred in writing only to the County's Purchasing Department, attention Purchasing Agent, Roberto C. Luna via email at: [Roberto.luna@co.cameron.tx.us](mailto:Roberto.luna@co.cameron.tx.us)

### IV. ROTATION

**The County plans to select several firms towards award and utilization through rotation basis for services on as needed basis.**

#### **THE COUNTY RESERVES THE RIGHT TO:**

1. Reject any and/or all RFQ's.
2. Accept any RFQ's or portion thereof most advantageous.
3. Revise the RFQ and/or issue addenda to the RFQ, in event it becomes necessary to revise any or part of the RFQ. Addenda will be provided to all those that receive the RFQ.
4. Cancel or re-issue the RFQ, in whole or in part, prior to execution of a contract.
5. Request reference when deemed necessary by Cameron County.
6. Conduct a post-award meeting with successful respondent when deemed necessary.
7. Negotiate with the respondent.
8. County will award RFQ by total award. Cameron County reserves the right to award a Multiple Award based on a rotation list administered by County Engineer, Department of Transportation.

**ATTACHMENT A**  
**STATEMENT OF QUALIFICATIONS**

Please provide the following information in an effective, clear, concise and comprehensive manner in your proposal. Additional information may be submitted.

1. Name of firm or individual
2. Permanent main office address.
3. When organized.
4. Is this a disadvantage business enterprise ( DBE, MBE, WBE, etc.) ?
5. If a corporation, where incorporated?
6. How many years have you been engaged in the testing business under your present firm or trade name?
7. Contracts on hand. Schedule these, showing amount of each contract and the appropriate dates of completion.
8. General type of work performed by your company.
9. Have you ever failed to complete any work awarded to you? If so, explain.
10. Have you ever defaulted on a contract? If so, explain.
11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
12. Past individual experience in work similar in importance to this project.
13. Background and experience of the principal members of your organization, including the officers.
14. List client references.
15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by Cameron County?
16. Submit updated resumes of all key personnel who will or may be assigned to this project if you are selected to provide professional services.
17. Furnish, upon request, any information requested by Cameron County to verify the information in this Statement of Qualifications.
18. Description of Firm.
19. Professional Qualifications of Firm.
20. Familiarity with applicable rules and regulations.
21. Ability to meet the County's schedule when requested.
22. Does the respondent have a local office within 50 miles of County.

## EXECUTIVE SUMMARY

*Format and Content: Please included in your RFQ's as part of your cover the following:.*

### ***Executive Summary ( 2 pages max.)***

Summary of Proposal as submitted

### ***Introduction ( 2 pages max.)***

Proposals must include confirm that the firm will comply with all of the provisions in this RFP/RFQ. If exceptions will be taken it should be so noted. Proposals must be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected. Include the following: *Firms Name, Address, Phone #, Contact Name, Phone #, Email address.*

### ***Understanding of the Project ( 1 pages max.)***

Proposers must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

### ***Management Plan for the Project ( 1 page max.)***

Proposers must provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet Cameron County's project schedule.

### ***Experience and Qualifications ( 2 pages max.)***

Provide list specific to the personnel assigned to accomplish the work called for in this RFP/RFQ; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP/RFQ.

Provide a narrative description of the organization of the project team.

### ***Evaluation Criteria ( 2 pages total max. for all criteria)***

Explain your firms strengths/advantages as they pertain to each of the Evaluation Scoring criteria. Note each criteria separately with explanation for each.



**ADDENDUM  
ACKNOWLEDGEMENT FORM  
SOIL & MATERIAL TESTING SERVICES**

Title of Project

**RFQ # 1724**

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 RFQ***

**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:

RFQ Title \_\_\_\_\_ Proposers Name \_\_\_\_\_ Date: \_\_\_\_\_

**REFERENCES**

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this RFP/RFQ.

**REFERENCE ONE**

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

**REFERENCE TWO**

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

**REFERENCE THREE**

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

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

STATE OF TEXAS  
COUNTY OF CAMERON

**AFFIDAVIT**

The undersigned certifies that the RFQ have been carefully checked and are submitted as correct and if RFQ is accepted (up thru RFP award date agrees to furnish any and/or all services upon which are offered, and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of \_\_\_\_\_, on this day personally appeared \_\_\_\_\_ who, after having first been duly sworn, upon oath did depose and say;

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

Name and Address of Responder :

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

Telephone number \_\_\_\_\_ Fax number \_\_\_\_\_

\_\_\_\_\_  
Signature

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

SWORN TO AND SUBSCRIBE BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for County \_\_\_\_\_ State \_\_\_\_\_

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

**RESIDENCE CERTIFICATION**

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

“Nonresident Respondent ” refers to a person who is not a resident.

“Resident Respondent ” 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)  
Respondent of Texas as defined in Government Code §2252.001.

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

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

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

**NON-COLLUSION STATEMENT**

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

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

- 01. Has any individual with the firm submitting this RFQ made any contact with any member of the Commissioners' Court, any County Official, or an Evaluation Committee member concerning this Invitation to RFQ, other than questions to the Purchasing Agent?

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

- 02. Has any individual with the firm submitting this RFQ made any contact with any other Respondent concerning this Invitation to RFQ?

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

\_\_\_\_\_  
Signature of person submitting this RFQ

\_\_\_\_\_  
Date

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

ORDER NO. 2007O2005

THE STATE OF TEXAS §  
  §  
COUNTY OF CAMERON §

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

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

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

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

1.Cameron County may refuse to enter into a contract or other transaction with a person with a past due debt to Cameron County, including delinquent ad valorem taxes, even if the person is the lowest successful respondent; and

**2.For purposes of this Order, a debt is past due if it is not received in the County Treasurer’s Office by the due date in a written agreement or notice, and ad valorem taxes are past due if not received in the County Tax Assessor/Collector’s Office by February 1<sup>st</sup> following the January 1<sup>st</sup> on which the ad valorem taxes are due.**

3.For purposes of this Order, a person includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with Cameron County requiring approval by the Commissioners Court.

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_  
Signature of person submitting this RFQ

\_\_\_\_\_  
Date

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

**Certification Regarding Debarment, Suspension Ineligibility**

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

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

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

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

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

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

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

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

Taxpayer Number/EIN of Proposer: \_\_\_\_\_

System for Award Management  
(SAM.GOV) Unique Entity ID: \_\_\_\_\_

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

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

SWORN STATEMENT ON DEBARMENT

This SWORN statement is submitted with project number \_\_\_\_\_

By: \_\_\_\_\_  
(PRINT INDIVIDUALS NAME AND TITLE)

For: \_\_\_\_\_  
(PRINT NAME OF ENTITY SUBMITTING SWORN STATEMENT)

whose business address is:  
\_\_\_\_\_

CITY STATE ZIP VOICE PHONE

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

(INDICATE WHICH STATEMENTS APPLY)

\_\_\_\_\_ Neither the entity submitting this SWORN statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime.

\_\_\_\_\_ The entity submitting this SWORN statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity **HAS BEEN CHARGED WITH AND CONVICTED OF A PUBLIC ENTITY CRIME.**

\_\_\_\_\_ The entity submitting this SWORN statement is not present on any Federal list of debarred contractors, nor been debarred from any other type of contracting.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
(Printed Name) (Title)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_

SHOW TYPE OF IDENTIFICATION

Notary Public State of \_\_\_\_\_, County of \_\_\_\_\_ My commission expires \_\_\_\_\_

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

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

Architects, Engineers, Surveyors

The applicant certifies, to the best of his or her knowledge and belief, that the information noted below for it and its principals are accurate:

- a. List all previous law suits with Public entities and the results of such suits over the past 7 years.

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

- b. List all projects that have exceeded Budget, what % over budget and why – over the past 5 years.

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

- c. List all projects that have exceeded the project completion due date, how many days over and why – over the past 5 years.

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

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

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

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

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

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

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

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

*(attach pages if necessary due to space limitations)*

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

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

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br><b>For vendor doing business with local governmental entity</b>   |                                  | <b>FORM CIQ</b> |
|--|----------------------------------|-----------------|
| <p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>   | <b>OFFICE USE ONLY</b>           |                 |
| <p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p><br>   | <p>Date Received</p><br><br><br> |                 |
| <p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>  |                                  |                 |
| <p><b>3</b> Name of local government officer about whom the information is being disclosed.</p><br><p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>   |                                  |                 |
| <p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> |                                  |                 |
| <p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>   |                                  |                 |
| <p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>  |                                  |                 |
| <p><b>7</b></p><br><br><p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity      Date</p>   |                                  |                 |

**CONFLICT OF INTEREST QUESTIONNAIRE****For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](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 RFQ***

**CONFLICT OF INTEREST DISCLOSURE**

Cameron County (County) anticipates utilizing outside consultants for a significant portion of the work necessary to plan, study, and develop projects. The County also anticipates developing projects through a variety of means, including through private sector involvement and contracts that combine various elements of the work necessary for design, construction, financing, operation and/or maintenance of projects. The County recognizes that many of the same individuals and firms that provide services to it may also have, or previously have had, some business relationship with individuals and firms seeking to do business with the County. To that any such relationships are fully disclosed and so as to assure that the impartiality of the County personnel and the individuals and firms working for the County ("outside consultants") is not compromised. County personnel and outside consultants, and those individuals and firms seeking to do business with the County, must adhere to the following procedures:

1. Any individual, firm, or team (including individual team members) submitting a proposal (including an unsolicited proposal and a response to solicited proposal) to the County to perform work for the County shall disclose on its submittal the existence of any current or previous (defined as one terminating within 12 months prior to submission of the proposal) business relationship with any of the County's personnel or outside consultants. The disclosure shall include information on the nature of the relationship, the current status, and the date of termination (or expected termination, if known) of the relationship. Failure to make the disclosure required in this paragraph is grounds for rejection of the proposal and disqualification from further consideration for the project or work which is the subject of the proposal.
2. Separate and apart from the disclosure required to be made by proposers under the preceding paragraph, any personnel or outside consultants of the County who are requested to participate in any way in the review of a proposal, the procurement of good and services leading to a proposal, or the supervision of work to be performed pursuant to a proposal, must disclose the existence of any current or previous business relationship with any individual, firm, or team (including team members) making a proposal to provide goods or services or a proposal to perform work to be supervised. Failure to make the disclosure required in this paragraph is grounds for termination of work by the key personnel failing to make the disclosure. Disclosures required under this paragraph shall be made within seven business days of receipt of information concerning the identity of a proposer to the County in accordance with paragraph 4 below.
3. For any disclosures required under paragraphs 1 or 2 above, the affected personnel, outside consultant, or individual or firm submitting a proposal shall complete and submit the form attached hereto as Attachment G - 2. (Submittal of such form shall be sufficient to constitute the disclosure required under paragraph 2 above.) Completion of the required information is necessary to provide the County with information to assess the nature of the prior or current business relationships, the role of individuals and firms involved, internal safeguards which may be implemented by the affected personnel or outside consultant to protect against access to, or disclosure of, information, and the potential for the prior or current business relationship to compromise the independence of the affected personnel or outside consultant.
4. The County shall be responsible for compiling and presenting to the Commissioner Court information concerning all conflict of interest disclosures. The Commissioner Court shall determine whether to permit the affected personnel or outside consultant to continue its work on the proposal or the work giving rise to the conflict, and if such work is permitted to continue, the safeguards to be implemented as a condition of the continuation. If continuation of work is approved subject to the implementation of safeguards, failure to implement and maintain those measures is grounds for termination of that work and any further work for the authority. If the Commissioner's Court does not approve of the continuation of work by the affected personnel or outside consultant, that individual or firm shall immediately cease any work and shall turn over all records concerning such work to the authority.

DISCLOSURE STATEMENT FORM

This Disclosure Statement outlines potential conflicts of interest as a result of a previous or current business relationship between the undersigned individual (and/or the firm for which the individual works) and an individual or firm submitting a proposal or otherwise under Consideration for a contract associated with\_\_\_\_\_. Section I of this Disclosure Statement Form describes the potential conflicts of interest. Section II of this Disclosure Statement Form describes the proposer's management plan for dealing with the potential conflicts of interest as described in Section I of this form. The undersigned acknowledges that approval of the proposed management plan in within the sole discretion of Cameron County.

SECTION I. Description of Potential Conflicts of Interest.

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

SECTION II. Management Plan for Dealing with Potential Conflicts of Interest.

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

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

REPRESENTING: \_\_\_\_\_

APPROVED BY CAMERON COUNTY:

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

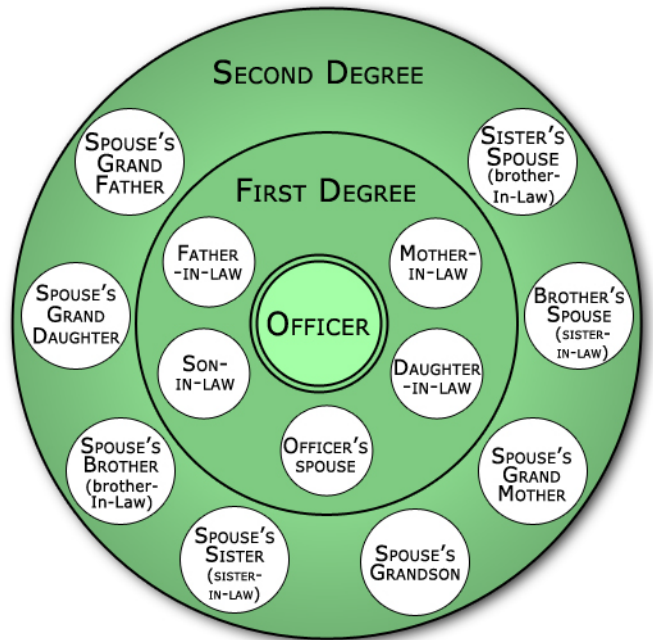
*Confidential*

# NEPOTISM CHART

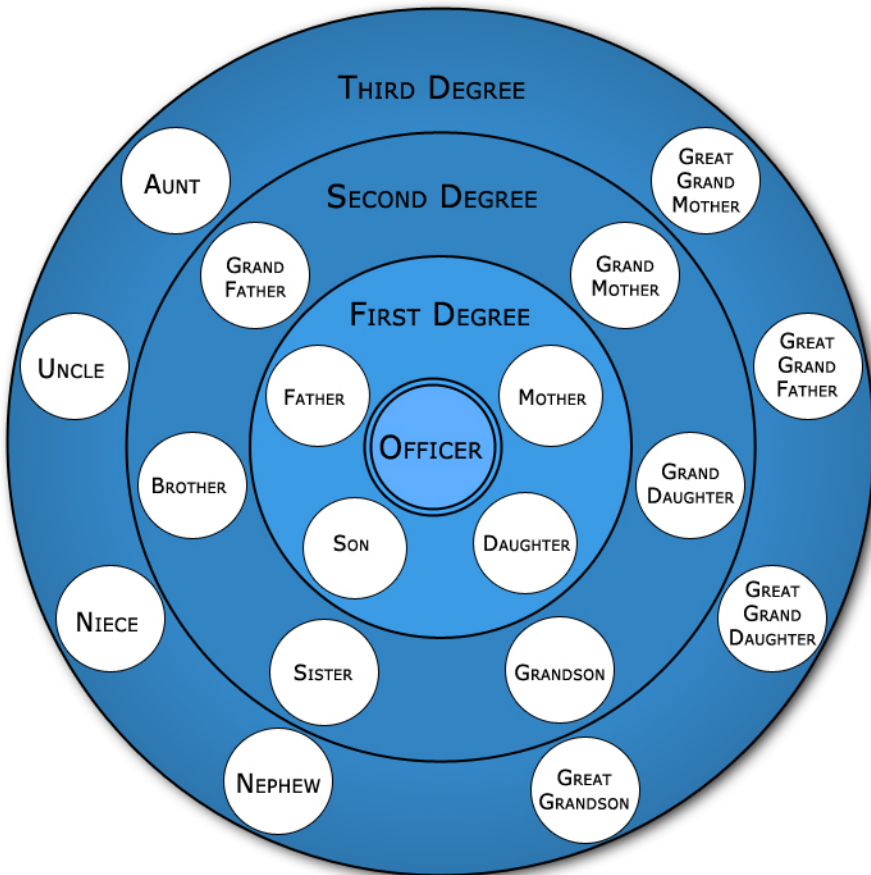
The chart below shows

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

## AFFINITY KINSHIP Relationship by Marriage



## CONSANGUINITY KINSHIP Relationship by Blood



**DISCLOSURE OF INTERESTS**

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

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

Date \_\_\_\_\_

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

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

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

**DISCLOSURE QUESTIONS**

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

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



**HOUSE BILL 89 VERIFICATION (REVISED)**

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

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

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

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

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

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

*Pursuant to Section 2270.001, Texas Government Code:*

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

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

**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 RFQ*

## 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 (RFQ)**

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

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

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

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

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

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

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

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

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

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

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

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

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

Protests are made:

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

Grounds for protest:

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

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

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

3. Specific and complete statement of the County's action(s) protested.
4. Specific reference to the grounds for the protest.
5. Description of the relief or corrective action requested.
6. For protests to the Protest Committee, a copy of the Purchasing Department's written decision on the protest.

Review Process:

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

Final Determination - The final determination shall:

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

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

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

**GRATUITIES AND PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the County, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Attached and included is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of Cameron County or County entities (if any such relationships exists) must be attached and included with RFQ submitted. The County may, by written notice to the Respondent, cancel this contract without liability to Respondent if it is determined by County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Respondent, or any agent, or representative of the Respondent, to any officer or employee of Cameron County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performance of such a contract. In the event this contract is cancelled by County pursuant to this provision, County shall be entitled, in addition to any other rights and

remedies, to recover or withhold the amount of the cost incurred by Respondent in providing such gratuities. Consistent and continued tie RFQ responses could cause rejection of an RFQ response by the County and/or investigation for Anti-Trust violations. Respondent guarantees that he has not retained a person to solicit or secure any contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Respondent for the purpose of securing business.

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

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

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

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

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

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

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

## APPLICABLE LAW

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

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

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

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

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

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

**INTERPRETATION PAROLE EVIDENCE:** Unless a separate contract or addendum hereof is prepared and entered into following the award of this RFQ to a successful respondent, this writing is intended by the parties as a final expression of the terms of this RFQ and the general terms of any resulting contract with the selected Respondent. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term. Acceptance or acquiescence in a course of performance rendered under this RFQ and any resulting contract shall not be relevant to determine meaning even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

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

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

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

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

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

END OF RFQ # 1724