CAMERON COUNTY
PURCHASING DEPARTMENT
INVITATION TO BID

BID NUMBER # 2205

BID TITLE: FOOD: PRODUCE

DATE DUE: 3rd. Friday of each Month **DUE NO LATER THAN 11:00 a.m.**

Be sure that Bid shows the Bid Number, Description and is marked "PRODUCE"

RETURN BID TO:

or delivered to the office of the Director of Purchasing, **County Courthouse (Dancy Bldg.)**
1100 E. Monroe St, 3rd Floor, Room 345, Brownsville, Texas 78520.

For additional information or to request addendum contact: Mike Forbes or Beverly Findley at (956) 544-0871, E-mail: mforbes@co.cameron.tx.us or 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: _____

Telephone No._____Fax No._____e-mail_____

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

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

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

Print Name:_____Signature:_____

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

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

CHECK LIST

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

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

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

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

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

Attachments

_X__**Attachments A, B, C, D, E, F, G, H**
Be sure to complete these forms and return with packet.

Other - Final Reminders To double check before submitting BID/RFP/RFQ

____ Is your bid sealed with bid #, title, Bidder 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 www.co.cameron.tx.us/purchasing/specs_notices.htm for any addendums?

If not interested in Bidding please let us know why by feedback at:
www.co.cameron.tx.us/purchasing/feedback.htm

INSTRUCTIONS FOR SUBMITTING BIDS

These General Instructions apply to all offers made to Cameron County, Texas (herein after referred to as "County") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to, Invitations to Bid and Requests for Quotes.
Cameron County is an Equal Employment Opportunity Employer.

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

CONFLICT OF INTEREST QUESTIONNAIRE:

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

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

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

can be downloaded at the following web site:
http://www.co.cameron.tx.us/purchasing/Forms/conflictofinterest.pdf

DISCLOSURE OF INTERESTS:

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

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

can be downloaded at the following web site:
http://www.co.cameron.tx.us/purchasing/Forms/DisclosureofInterest.pdf

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

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

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions results in a change or addition to this Bid, the Change(s) and addition(s) will be forwarded to all vendors involved (as quickly as possible) in the form of a written addendum only.
Sign the Vendor's Affidavit Notice and return with your bid.

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

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

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

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

PLEASE NOTE CAREFULLY

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

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

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

3. Bids CANNOT be altered or amended after deadline time. Any alterations made before deadline time must be initiated by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.

4. The County is exempt from State Sales Tax and Federal Excise Tax. DO NOT INCLUDE TAX IN BID. Cameron County claims exemption from all sales and/or use taxes under Texas Tax Code δ151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.

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

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

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

8. NO substitutions or cancellations permitted without written approval of Director of Purchasing.

9. The County reserves the right to accept or reject all or any part of any bid, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total bid. Prices should be itemized. County also reserves the right to award either with or without trade-in, if applicable.

10. Bid unit price on quantity specified – extend and show total. In case or errors in extension, UNIT prices shall govern. Bids subject to unlimited price increase will not be considered.

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

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

13. Partial bids will not be accepted unless awarded by complete category or line item. **To be awarded by total bid.**

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

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

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

This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Cameron County without prejudice to other remedies provided by law. **Where delivery times are critical, Cameron County reserves the right to award accordingly**.

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

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

DELIVERY LOCATIONS	# OF DELIVERIES PER MONTH	PREFERRED DELIVERY DAYS	TIME DESIRED
RESTITUTION CENTER 1201 S. Iowa, Brownsville	4	-	-
JUVENILE PROBATION & BOOTCAMP 2130 W. Bus. Hwy. 77, San Benito	4	-	-

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

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

If delay is foreseen, contractor shall give written notice to Director of Purchasing. The County has the right to extend delivery date if reasons appear valid. Contractor must keep County advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorized the County to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.

Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless otherwise noted in bid.

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

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

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

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

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

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

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

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

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

INVOICES AND PAYMENTS: (a) Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight weigh bill when applicable, should be attached to the invoice. Mail to: Cameron County, ATTN: Auditor's Office, 1100 East Monroe Street, 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.

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

CAMERON COUNTY AUDITOR
ACCOUNTS PAYABLE
1100 EAST MONROE STREET,
BROWNSVILLE, TEXAS 78520

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

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

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

All costs quotations must include all the various features needed to satisfy the requirements. Note: No amounts will be paid for the items in this BID in excess of the amounts quoted.

INVOICES

1100 E. Monroe St, 3rd Floor, Brownsville, Texas 78520.

CAMERON COUNTY, TEXAS
MONTHLY BID SOLICITATION FOR
FOOD - PRODUCE
2017- 2018

Cameron County is soliciting bids for **FOOD - PRODUCE** to be used by Cameron County 2017 - 2018, beginning on bid award date with monthly awards prior to the start of the following month.

The attached pages list the items and qualities approximately desired. The bidders should list any variations from / or exceptions to the conditions of this bid.

Items will be awarded for all items to the vendor submitting the most advantageous price, quality, and service to the County.

The bids will be based upon all items, except that Cameron County reserves the right to delete any item it considers too expensive. Bid prices are to be F.O.B. Cameron County. All discounts will be considered in determining the lowest responsible bidder.

Delivery must be made between the 1st and last days of each month. Staggered orders and deliveries throughout the bid period is a must, to order on an "as-needed" basis. Prices must be held firm for the entire month's period.

_____
Michael Forbes
Purchasing Agent

CAMERON COUNTY
MONTHLY BIDS – 2017/2018

FOR MONTH OF: **JUNE, 2017**
DEADLINE: THIRD (3RD) FRIDAY OF **MAY, 2017** AT 11:00 A.M.

SPECIFICATIONS FOR: **FOOD – PRODUCE #2205**

MINIMUM SPECIFICATIONS:

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

THESE COLUMNS TO BE FILLED IN BY FIRM QUOTING

	DESCRIPTION REQUIRED - OR EQUIVALENT	SPECIFY BRAND BIDDING ON	SPECIFY PACK SIZE/CT.	JV	R	APPROX TOTAL PER/MO	PKG/SIZE	U / M	UNIT PRICE	TOTAL NET PRICE
01.	Tomatoes 6/6 (25 bulk)			1	8	9	Case - 25 bulk	CS.		
02.	Lettuce			1	6	7	Case - 24 ea.	CS.		
03.	Yellow Onions - (med.)			1	3	4	Case - 50 lbs.	CS.		
04.	Potatoes - Idaho			1	4	5	Case - 50 lbs. 180 count	CS.		
05.	Bell Peppers			1	1	2	Case - 25 lbs.	CS.		
06.	Carrots - Cello 48/1			1	1	2	Case - 50 lbs.	CS.		
07.	Chili Serrano				¼	1/4	Case - 100 lbs.	CS.		
08.	Cilantro			5	5	10	doz.	DZ		
09.	Cabbage - Green			1	1	2	Case - 50 lbs.	CS.		
10.	Cabbage - Red				¼	¼	Case - 50 lbs.	CS.		
11.	Celery			½	½	1	Case - 25 lbs.	CS.		

PAGE TOTAL $_____

DATE _____ SIGNATURE _____

COMPANY NAME _____ TERMS: _____

ABOVE PRICES ARE F.O.B.:_____ PHONE #_____

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

J V= JUVENILE R = RESTITUTION

CAMERON COUNTY
MONTHLY BIDS – 2017/2018

FOR MONTH OF: **JUNE, 2017**
DEADLINE: THIRD (3RD) FRIDAY OF **MAY, 2017** AT 11:00 A.M.

SPECIFICATIONS FOR: **FOOD - PRODUCE (CONTINUED) #2205**

MINIMUM SPECIFICATIONS:

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

THESE COLUMNS TO BE FILLED IN BY FIRM QUOTING

	DESCRIPTION REQUIRED - OR EQUIVALENT	SPECIFY BRAND BIDDING ON	SPECIFY PACK SIZE/CT.	JV	R	APPROX TOTAL PER/MO	PKG/SIZE	U / M	UNIT PRICE	TOTAL NET PRICE
12.	Garlic – Fresh			1		1	Lb.	LB.		
13.	Zucchini				2	2	Case - 20 lbs	CS.		
14.	Bananas			2	5	7	Case - 40 lbs.	CS.		
15.	Apples - Red (125 ct.)			1	5	6	Case - 40 lbs.	CS.		
16.	Oranges (138's)			1	5	6	Case - 40 lbs.	CS.		
17.	Limes			1		1	Case - 40 lbs.	CS.		

PAGE TOTAL $_____

DATE _____ SIGNATURE _____

COMPANY NAME _____ TERMS: _____

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CAMERON COUNTY
MONTHLY BIDS – 2017/2018

FOR MONTH OF: **JULY, 2017**
DEADLINE: THIRD (3RD) FRIDAY OF **JUNE, 2017** AT 11:00 A.M.

SPECIFICATIONS FOR: **FOOD – PRODUCE #2205**

MINIMUM SPECIFICATIONS:

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01.	Tomatoes 6/6 (25 bulk)			1	8	9	Case - 25 bulk	CS.		
02.	Lettuce			1	6	7	Case - 24 ea.	CS.		
03.	Yellow Onions - (med.)			1	3	4	Case - 50 lbs.	CS.		
04.	Potatoes - Idaho			1	4	5	Case - 50 lbs. 180 count	CS.		
05.	Bell Peppers			1	1	2	Case - 25 lbs.	CS.		
06.	Carrots - Cello 48/1			1	1	2	Case - 50 lbs.	CS.		
07.	Chili Serrano				¼	1/4	Case - 100 lbs.	CS.		
08.	Cilantro			5	5	10	doz.	DZ		
09.	Cabbage - Green			1	1	2	Case - 50 lbs.	CS.		
10.	Cabbage - Red				¼	¼	Case - 50 lbs.	CS.		
11.	Celery			½	½	1	Case - 25 lbs.	CS.		

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CAMERON COUNTY
MONTHLY BIDS – 2017/2018

FOR MONTH OF: **JULY, 2017**
DEADLINE: THIRD (3RD) FRIDAY OF **JUNE, 2017** AT 11:00 A.M.

SPECIFICATIONS FOR: **FOOD - PRODUCE (CONTINUED) #2205**

MINIMUM SPECIFICATIONS:

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13.	Zucchini				2	2	Case - 20 lbs	CS.		
14.	Bananas			2	5	7	Case - 40 lbs.	CS.		
15.	Apples - Red (125 ct.)			1	5	6	Case - 40 lbs.	CS.		
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CAMERON COUNTY
MONTHLY BIDS – 2017/2018

FOR MONTH OF: **AUGUST, 2017**
DEADLINE: THIRD (3RD) FRIDAY OF **JULY, 2017** AT 11:00 A.M.

SPECIFICATIONS FOR: **FOOD – PRODUCE #2205**

MINIMUM SPECIFICATIONS:

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

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07.	Chili Serrano				¼	1/4	Case - 100 lbs.	CS.		
08.	Cilantro			5	5	10	doz.	DZ		
09.	Cabbage - Green			1	1	2	Case - 50 lbs.	CS.		
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CAMERON COUNTY
MONTHLY BIDS – 2017/2018

FOR MONTH OF: **AUGUST, 2017**
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SPECIFICATIONS FOR: **FOOD - PRODUCE (CONTINUED) #2205**

MINIMUM SPECIFICATIONS:

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

THESE COLUMNS TO BE FILLED IN BY FIRM QUOTING

	DESCRIPTION REQUIRED - OR EQUIVALENT	SPECIFY BRAND BIDDING ON	SPECIFY PACK SIZE/CT.	JV	R	APPROX TOTAL PER/MO	PKG/SIZE	U / M	UNIT PRICE	TOTAL NET PRICE
12.	Garlic – Fresh			1		1	Lb.	LB.		
13.	Zucchini				2	2	Case - 20 lbs	CS.		
14.	Bananas			2	5	7	Case - 40 lbs.	CS.		
15.	Apples - Red (125 ct.)			1	5	6	Case - 40 lbs.	CS.		
16.	Oranges (138's)			1	5	6	Case - 40 lbs.	CS.		
17.	Limes			1		1	Case - 40 lbs.	CS.		

PAGE TOTAL $_____

DATE _____ SIGNATURE _____

COMPANY NAME _____ TERMS: _____

ABOVE PRICES ARE F.O.B.:_____ PHONE #_____

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

J V= JUVENILE R = RESTITUTION

CAMERON COUNTY
MONTHLY BIDS – 2017/2018

FOR MONTH OF: **SEPTEMBER, 2017**
DEADLINE: THIRD (3RD) FRIDAY OF **AUGUST, 2017** AT 11:00 A.M.

SPECIFICATIONS FOR: **FOOD – PRODUCE #2205**

MINIMUM SPECIFICATIONS:

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

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01.	Tomatoes 6/6 (25 bulk)			1	8	9	Case - 25 bulk	CS.		
02.	Lettuce			1	6	7	Case - 24 ea.	CS.		
03.	Yellow Onions - (med.)			1	3	4	Case - 50 lbs.	CS.		
04.	Potatoes - Idaho			1	4	5	Case - 50 lbs. 180 count	CS.		
05.	Bell Peppers			1	1	2	Case - 25 lbs.	CS.		
06.	Carrots - Cello 48/1			1	1	2	Case - 50 lbs.	CS.		
07.	Chili Serrano				¼	1/4	Case - 100 lbs.	CS.		
08.	Cilantro			5	5	10	doz.	DZ		
09.	Cabbage - Green			1	1	2	Case - 50 lbs.	CS.		
10.	Cabbage - Red				¼	¼	Case - 50 lbs.	CS.		
11.	Celery			½	½	1	Case - 25 lbs.	CS.		

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COMPANY NAME _____ TERMS: _____

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CAMERON COUNTY
MONTHLY BIDS – 2017/2018

FOR MONTH OF: **SEPTEMBER, 2017**
DEADLINE: THIRD (3RD) FRIDAY OF **AUGUST, 2017** AT 11:00 A.M.

SPECIFICATIONS FOR: **FOOD - PRODUCE (CONTINUED) #2205**

MINIMUM SPECIFICATIONS:

BIDDER'S SPECIFICATIONS:
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16.	Oranges (138's)			1	5	6	Case - 40 lbs.	CS.		
17.	Limes			1		1	Case - 40 lbs.	CS.		

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CAMERON COUNTY
MONTHLY BIDS – 2017/2018

FOR MONTH OF: **OCTOBER, 2017**
DEADLINE: THIRD (3RD) FRIDAY OF **SEPTEMBER, 2017** AT 11:00 A.M.

SPECIFICATIONS FOR: **FOOD – PRODUCE #2205**

MINIMUM SPECIFICATIONS:

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02.	Lettuce			1	6	7	Case - 24 ea.	CS.		
03.	Yellow Onions - (med.)			1	3	4	Case - 50 lbs.	CS.		
04.	Potatoes - Idaho			1	4	5	Case - 50 lbs. 180 count	CS.		
05.	Bell Peppers			1	1	2	Case - 25 lbs.	CS.		
06.	Carrots - Cello 48/1			1	1	2	Case - 50 lbs.	CS.		
07.	Chili Serrano				¼	1/4	Case - 100 lbs.	CS.		
08.	Cilantro			5	5	10	doz.	DZ		
09.	Cabbage - Green			1	1	2	Case - 50 lbs.	CS.		
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CAMERON COUNTY
MONTHLY BIDS – 2017/2018

FOR MONTH OF: **OCTOBER, 2017**
DEADLINE: THIRD (3RD) FRIDAY OF **SEPTEMBER, 2017** AT 11:00 A.M.

SPECIFICATIONS FOR: **FOOD - PRODUCE (CONTINUED) #2205**

MINIMUM SPECIFICATIONS:

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16.	Oranges (138's)			1	5	6	Case - 40 lbs.	CS.		
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PAGE TOTAL $_____

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CAMERON COUNTY
MONTHLY BIDS – 2017/2018

FOR MONTH OF: **NOVEMBER, 2017**
DEADLINE: THIRD (3RD) FRIDAY OF **OCTOBER, 2017** AT 11:00 A.M.

SPECIFICATIONS FOR: **FOOD – PRODUCE #2205**

MINIMUM SPECIFICATIONS:

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02.	Lettuce			1	6	7	Case - 24 ea.	CS.		
03.	Yellow Onions - (med.)			1	3	4	Case - 50 lbs.	CS.		
04.	Potatoes - Idaho			1	4	5	Case - 50 lbs. 180 count	CS.		
05.	Bell Peppers			1	1	2	Case - 25 lbs.	CS.		
06.	Carrots - Cello 48/1			1	1	2	Case - 50 lbs.	CS.		
07.	Chili Serrano				¼	1/4	Case - 100 lbs.	CS.		
08.	Cilantro			5	5	10	doz.	DZ		
09.	Cabbage - Green			1	1	2	Case - 50 lbs.	CS.		
10.	Cabbage - Red				¼	¼	Case - 50 lbs.	CS.		
11.	Celery			½	½	1	Case - 25 lbs.	CS.		

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CAMERON COUNTY
MONTHLY BIDS – 2017/2018

FOR MONTH OF: **NOVEMBER, 2017**
DEADLINE: THIRD (3RD) FRIDAY OF **OCTOBER, 2017** AT 11:00 A.M.

SPECIFICATIONS FOR: **FOOD - PRODUCE (CONTINUED) #2205**

MINIMUM SPECIFICATIONS:

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CAMERON COUNTY
MONTHLY BIDS – 2017/2018

FOR MONTH OF: **DECEMBER, 2017**
DEADLINE: THIRD (3RD) FRIDAY OF **NOVEMBER, 2017** AT 11:00 A.M.

SPECIFICATIONS FOR: **FOOD – PRODUCE #2205**

MINIMUM SPECIFICATIONS:

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CAMERON COUNTY
MONTHLY BIDS – 2017/2018

FOR MONTH OF: **DECEMBER, 2017**
DEADLINE: THIRD (3RD) FRIDAY OF **NOVEMBER, 2017** AT 11:00 A.M.

SPECIFICATIONS FOR: **FOOD - PRODUCE (CONTINUED) #2205**

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CAMERON COUNTY
MONTHLY BIDS – 2017/2018

FOR MONTH OF: **JANUARY, 2018**
DEADLINE: THIRD (3RD) FRIDAY OF **DECEMBER, 2017** AT 11:00 A.M.

SPECIFICATIONS FOR: **FOOD – PRODUCE #2205**

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08.	Cilantro			5	5	10	doz.	DZ		
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CAMERON COUNTY
MONTHLY BIDS – 2017/2018

FOR MONTH OF: **JANUARY, 2018**
DEADLINE: THIRD (3RD) FRIDAY OF **DECEMBER, 2017** AT 11:00 A.M.

SPECIFICATIONS FOR: **FOOD - PRODUCE (CONTINUED) #2205**

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CAMERON COUNTY
MONTHLY BIDS – 2017/2018

FOR MONTH OF: **FEBRUARY, 2018**
DEADLINE: THIRD (3RD) FRIDAY OF **JANUARY, 2018** AT 11:00 A.M.

SPECIFICATIONS FOR: **FOOD – PRODUCE #2205**

MINIMUM SPECIFICATIONS:

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CAMERON COUNTY
MONTHLY BIDS – 2017/2018

FOR MONTH OF: **FEBRUARY, 2018**
DEADLINE: THIRD (3RD) FRIDAY OF **JANUARY, 2018** AT 11:00 A.M.

SPECIFICATIONS FOR: **FOOD - PRODUCE (CONTINUED) #2205**

MINIMUM SPECIFICATIONS:

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CAMERON COUNTY
MONTHLY BIDS – 2017/2018

FOR MONTH OF: **MARCH, 2018**
DEADLINE: THIRD (3RD) FRIDAY OF **FEBRUARY, 2018** AT 11:00 A.M.

SPECIFICATIONS FOR: **FOOD – PRODUCE #2205**

MINIMUM SPECIFICATIONS:

BIDDER'S SPECIFICATIONS:
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COMPANY NAME _____ TERMS: _____

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CAMERON COUNTY
MONTHLY BIDS – 2017/2018

FOR MONTH OF: **MARCH, 2018**
DEADLINE: THIRD (3RD) FRIDAY OF **FEBRUARY, 2018** AT 11:00 A.M.

SPECIFICATIONS FOR: **FOOD - PRODUCE (CONTINUED) #2205**

MINIMUM SPECIFICATIONS:

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CAMERON COUNTY
MONTHLY BIDS – 2017/2018

FOR MONTH OF: **APRIL, 2018**
DEADLINE: THIRD (3RD) FRIDAY OF **MARCH, 2018** AT 11:00 A.M.

SPECIFICATIONS FOR: **FOOD – PRODUCE #2205**

MINIMUM SPECIFICATIONS:

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

THESE COLUMNS TO BE FILLED IN BY FIRM QUOTING

	DESCRIPTION REQUIRED - OR EQUIVALENT	SPECIFY BRAND BIDDING ON	SPECIFY PACK SIZE/CT.	JV	R	APPROX TOTAL PER/MO	PKG/SIZE	U / M	UNIT PRICE	TOTAL NET PRICE
01.	Tomatoes 6/6 (25 bulk)			1	8	9	Case - 25 bulk	CS.		
02.	Lettuce			1	6	7	Case - 24 ea.	CS.		
03.	Yellow Onions - (med.)			1	3	4	Case - 50 lbs.	CS.		
04.	Potatoes - Idaho			1	4	5	Case - 50 lbs. 180 count	CS.		
05.	Bell Peppers			1	1	2	Case - 25 lbs.	CS.		
06.	Carrots - Cello 48/1			1	1	2	Case - 50 lbs.	CS.		
07.	Chili Serrano				¼	1/4	Case - 100 lbs.	CS.		
08.	Cilantro			5	5	10	doz.	DZ		
09.	Cabbage - Green			1	1	2	Case - 50 lbs.	CS.		
10.	Cabbage - Red				¼	¼	Case - 50 lbs.	CS.		
11.	Celery			½	½	1	Case - 25 lbs.	CS.		

PAGE TOTAL $_____

DATE _____ SIGNATURE _____

COMPANY NAME _____ TERMS: _____

ABOVE PRICES ARE F.O.B.:_____ PHONE #_____

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

J V= JUVENILE R = RESTITUTION

CAMERON COUNTY
MONTHLY BIDS – 2017/2018

FOR MONTH OF: **APRIL, 2018**
DEADLINE: THIRD (3RD) FRIDAY OF **MARCH, 2018** AT 11:00 A.M.

SPECIFICATIONS FOR: **FOOD - PRODUCE (CONTINUED) #2205**

MINIMUM SPECIFICATIONS:

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

THESE COLUMNS TO BE FILLED IN BY FIRM QUOTING

	DESCRIPTION REQUIRED - OR EQUIVALENT	SPECIFY BRAND BIDDING ON	SPECIFY PACK SIZE/CT.	JV	R	APPROX TOTAL PER/MO	PKG/SIZE	U / M	UNIT PRICE	TOTAL NET PRICE
12.	Garlic – Fresh			1		1	Lb.	LB.		
13.	Zucchini				2	2	Case - 20 lbs	CS.		
14.	Bananas			2	5	7	Case - 40 lbs.	CS.		
15.	Apples - Red (125 ct.)			1	5	6	Case - 40 lbs.	CS.		
16.	Oranges (138's)			1	5	6	Case - 40 lbs.	CS.		
17.	Limes			1		1	Case - 40 lbs.	CS.		

PAGE TOTAL $_____

DATE _____ SIGNATURE _____

COMPANY NAME _____ TERMS: _____

ABOVE PRICES ARE F.O.B.:_____ PHONE #_____

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

J V= JUVENILE R = RESTITUTION

CAMERON COUNTY
MONTHLY BIDS – 2017/2018

FOR MONTH OF: **MAY, 2018**
DEADLINE: THIRD (3RD) FRIDAY OF **APRIL, 2018** AT 11:00 A.M.

SPECIFICATIONS FOR: **FOOD – PRODUCE #2205**

MINIMUM SPECIFICATIONS:

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

THESE COLUMNS TO BE FILLED IN BY FIRM QUOTING

	DESCRIPTION REQUIRED - OR EQUIVALENT	SPECIFY BRAND BIDDING ON	SPECIFY PACK SIZE/CT.	JV	R	APPROX TOTAL PER/MO	PKG/SIZE	U / M	UNIT PRICE	TOTAL NET PRICE
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02.	Lettuce			1	6	7	Case - 24 ea.	CS.		
03.	Yellow Onions - (med.)			1	3	4	Case - 50 lbs.	CS.		
04.	Potatoes - Idaho			1	4	5	Case - 50 lbs. 180 count	CS.		
05.	Bell Peppers			1	1	2	Case - 25 lbs.	CS.		
06.	Carrots - Cello 48/1			1	1	2	Case - 50 lbs.	CS.		
07.	Chili Serrano				¼	1/4	Case - 100 lbs.	CS.		
08.	Cilantro			5	5	10	doz.	DZ		
09.	Cabbage - Green			1	1	2	Case - 50 lbs.	CS.		
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11.	Celery			½	½	1	Case - 25 lbs.	CS.		

PAGE TOTAL $_____

DATE _____ SIGNATURE _____

COMPANY NAME _____ TERMS: _____

ABOVE PRICES ARE F.O.B.:_____ PHONE #_____

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

J V= JUVENILE R = RESTITUTION

CAMERON COUNTY
MONTHLY BIDS – 2017/2018

FOR MONTH OF:**MAY, 2018**
DEADLINE: THIRD (3RD) FRIDAY OF **APRIL, 2018** AT 11:00 A.M.

SPECIFICATIONS FOR: **FOOD - PRODUCE (CONTINUED) #2205**

MINIMUM SPECIFICATIONS:

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

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	DESCRIPTION REQUIRED - OR EQUIVALENT	SPECIFY BRAND BIDDING ON	SPECIFY PACK SIZE/CT.	JV	R	APPROX TOTAL PER/MO	PKG/SIZE	U / M	UNIT PRICE	TOTAL NET PRICE
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17.	Limes			1		1	Case - 40 lbs.	CS.		

PAGE TOTAL $_____

DATE _____ SIGNATURE _____

COMPANY NAME _____ TERMS: _____

ABOVE PRICES ARE F.O.B.:_____ PHONE #_____

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

J V= JUVENILE R = RESTITUTION

ATTACHMENT 1:
Proof of Liability Insurance
For Products Bid

Attach: **Copy**

ATTACHMENT 2:
Proof Of Health Inspection Certificate

Attach: **Copy**

Bid Title _____ Bidders Name_____ Attachment A

VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this bid. ***THIS FORM MUST BE RETURNED WITH YOUR BID.***

REFERENCE ONE

Government/Company Name:_____

Address:_____

Contact Person and Title:_____

Phone:_____ e-mail address: _____

Contract Period:_____ Scope of Work_____

REFERENCE TWO

Government/Company Name:_____

Address:_____

Contact Person and Title:_____

Phone:_____ e-mail address: _____

Contract Period:_____ Scope of Work_____

REFERENCE THREE

Government/Company Name:_____

Address:_____

Contact Person and Title:_____

Phone:_____ e-mail address: _____

Contract Period:_____ Scope of Work_____

Attachment B

STATE OF TEXAS
COUNTY OF CAMERON

AFFIDAVIT

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

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

_____

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

That the foregoing bid submitted by_____

_____

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

Name and Address of Bidder:

_____

_____

_____

Telephone number_____

Fax number_____

_____
Signature
Name:_____

Title:_____

SWORN TO AND SUBSCRIBE BEFORE ME THIS_____day of_____, 20_____.

_____ _____ _____
Notary Public in and for County State

THIS FORM MUST BE RETURNED WITH YOUR BID

Attachment C

RESIDENCE CERTIFICATION

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

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____is a Resident
(Company Name)
Bidder of Texas as defined in Government Code δ2252.001.

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

THIS FORM MUST BE RETURNED WITH YOUR BID

Attachment D

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

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

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

_____
_____
_____
_____

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

_____
_____
_____

_____ _____
Signature of person submitting this Bid Date

THIS FORM MUST BE RETURNED WITH YOUR BID

Attachment E

ORDER NO. 2007O2005

THE STATE OF TEXAS §
§
COUNTY OF CAMERON §

ORDER ADOPTING CONTRACTING RULES
FOR PERSONS INDEBTED TO COUNTY

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

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

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

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

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

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

ADOPTED this __13__ day of March, 2007.

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

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

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

_____

_____ _____
Signature of person submitting this Bid Date

THIS FORM MUST BE RETURNED WITH YOUR BID

Attachment F

Certification
Regarding Debarment, Suspension Ineligibility

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: _____

Print Name: _____

Title: _____

Telephone Number:_____

Date: _____

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

THIS FORM MUST BE RETURNED WITH YOUR BID

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

OFFICE USE ONLY

Date Received

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

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

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

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

2. ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3.. ☐. **Name of local government officer about whom the information in this section is being disclosed.**

Name ot Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income from the vendor?

☐Yes ☐No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction ot the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐Yes ☐No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer services as an officer of director, or holds an ownership interest of one percent or more?

☐Yes ☐No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4. ☐

Signature of vendor doing business with the governmental entity **Date**

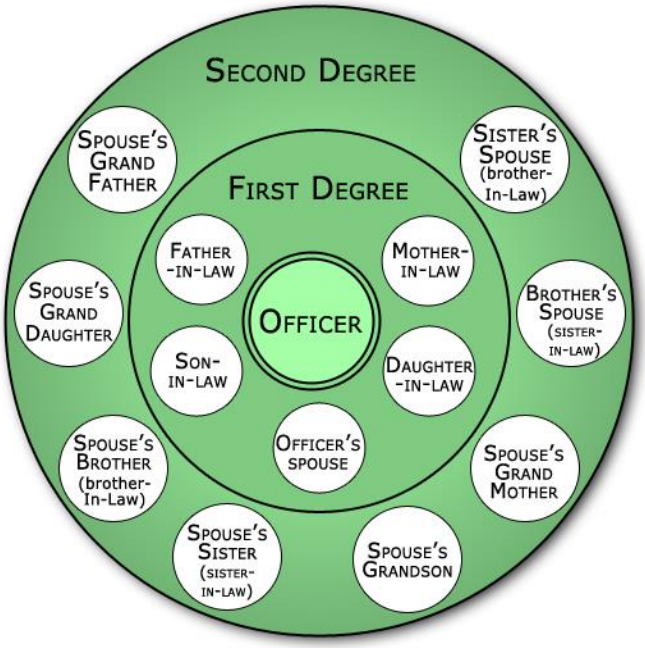
Adopted 8/7/2015

NEPOTISM CHART

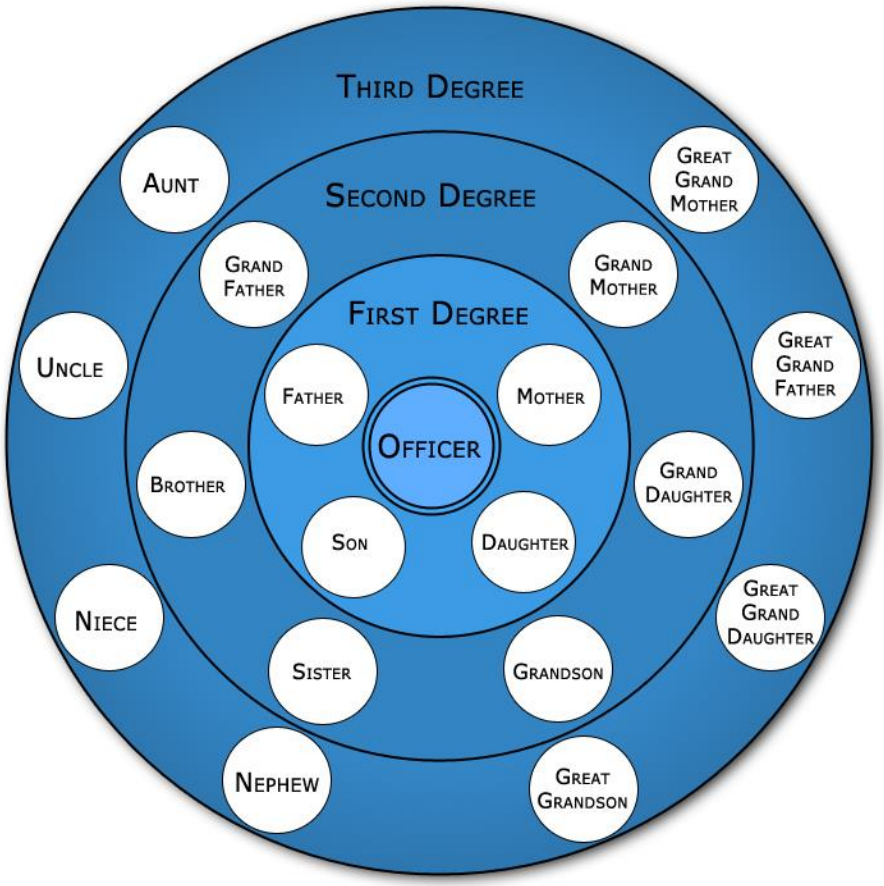
The chart below shows

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

AFFINITY KINSHIP
Relationship by Marriage



CONSANGUINITY KINSHIP
Relationship by Blood



DISCLOSURE OF INTERESTS

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

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

Date _____

FIRM NAME: _____

ADDRESS:_____

_____

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

DISCLOSURE QUESTIONS

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

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

DISCLOSURE OF INTERESTS (CONTINUED)

a) For purpose of this chapter, a person has a substantial interest in a business entity if :

(1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or $15,000 or more of the fair market value of the business entity; or

(2) funds received by the person from the business entity exceeds 10 percent of the person's gross income for the previous year.

b) A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of $2,500 or more.

c) A local public official is considered to have a substantial interest under this section if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a substantial interest under this section.

Name	Title	Department

CERTIFICATE

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

Certifying Person: _____Title:_____
(Type or Print)

Signature of Certifying Person: _____ Date: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Grounds for protest:

1. Errors were made in computing the score.

2. The County failed to follow procedures established in the RFB, the Purchasing policy on acquisitions or applicable state or federal laws or regulations.

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

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

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

2. Information about the acquisition and the acquisition method.

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

4. Description of the relief or corrective action requested.

5.. For protests to the Protest Committee, a copy of the Purchasing Department's written decision on the protest.

Review Process:

1. Upon receipt of a Bidder's protest, the Purchasing Department shall postpone further steps in the acquisition process until the Bidder protest has been resolved.

2. The Department's internal protest review procedures consist of the following:

a) The Purchasing Department shall perform an objective review of the protest by individuals not involved in the acquisition protested. The review shall be based on the written protest material submitted by the Bidder.

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

Final Determination:

The final determination shall:

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

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

Protest Committee Review Process:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

response, must also be in the returned in the RFB response package. Failure to include all necessary and proper supplemental materials may be cause to reject the Bidder's entire RFB.

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

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

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

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

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

Bidders may not limit or exclude any implied warranties.

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

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

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

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

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

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

APPLICABLE LAW

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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