

**CAMERON COUNTY
PURCHASING DEPARTMENT
REQUEST FOR QUALIFICATIONS**

RFQ NUMBER # 1520

RFQ TITLE: MARKETING AND ADVERTISING SERVICES – CAMERON COUNTY BRIDGE SYSTEM

DATE DUE: JANUARY 7, 2020

DUE NO LATER THAN 11:00 A.M.

For opening and evaluation at the next Commissioner’s Court meeting (Proposers are invited to attend), 2th floor County Courthouse (Dancy Building) schedule for Tuesday each week at 11:01 am (unless re-scheduled).

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

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your 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 site at www.co.cameron.tx.us/purchasing/specs.htm – Administration tab – Purchasing Dept. – RFQ & Specs tab – 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.

Please return RFQ in sealed envelope. Be sure that return envelope shows the RFQ Number, Description and is marked “SEALED RFQ”.

RETURN RFQ TO:

by U.S. mail at P. O. Box 3846, Brownsville, Texas 78523
or delivered to the office of the Director of Purchasing, **County Courthouse (Dancy Bldg.)
1100 E. Monroe St, 3rd Floor, Brownsville, Texas 78521.**

For additional information or to request addendum email: [Mike Forbes](mailto:MikeForbes@co.cameron.tx.us) or [Dalia Loera](mailto:DaliaLoera@co.cameron.tx.us) at mforbes@co.cameron.tx.us or dalia.loera@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: _____

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

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

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

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

SIGNATURE: _____ **Print Name:** _____

Is Respondent’s principal place of Business within Cameron County? Yes - No

If yes, what City: _____

Your signature attests to your offer to provide the services described in this RFQ). When an award letter is issued, the Respondent and Cameron County representatives will attempt to reach a contractual agreement. Any contractual agreement is not valid until the contract is approved by Commissioners Court and a Purchase Order is issued by the Purchasing Agent.

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 become familiar with all the Requirements and Specifications in this RFQ. 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 Respondents**
You should be familiar with all of the Instructions to Respondents.
- 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 service sought by the County.

Attachments

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

Other - Final Reminders to double check before submitting your response to this RFQ:

- Is your RFQ sealed with RFQ #, title, Respondent'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?

[http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp\(q\)_and_addms_and_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php)

If not interested in responding to this RFQ, please let us know your reasons for deciding not to respond and e-mail them to: Purchasing@co.cameron.tx.us . Thank you.

INSTRUCTIONS FOR SUBMITTING RFQ'S

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 bid with all appropriate supplements and/or samples. Prior to returning your sealed bid response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing web

[http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp\(q\)_and_addms_and_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php)

Addendums Column (updated Addendums). These Addendums must be signed and returned with your bid in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Annual Bid award information can be accessed at:

[http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp\(q\)_and_addms_and_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php)

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.

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 results 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.

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

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/Docs/CIQ_2019.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.

This form can be downloaded at the following web site:

<http://www.co.cameron.tx.us/Purchasing/Disclosure%20of%20Interest.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)

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: http://www.co.cameron.tx.us/administration/purchasing_department/index.php

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 RFO 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 – 3rd Floor – Room # 345 (as per Purchasing Dept. time clock

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

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

RESPONDENTS MAY ATTEND PUBLICLY HELD COMM COURT MEETING FOR AWARD OF THIS SOLICITATION. All respondents 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/commissioner_s_court_agenda/index.php

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 AND SEVEN (7) COPIES OF RFQ’s 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 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 δ151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.
5. Written and verbal inquires pertaining to RFQ’s must give RFQ Number and Company.
6. NO substitutions or cancellations permitted without written approval of Purchasing Agent.

The County reserves the right to accept or reject all or any part of any RFQ, waiver minor technicalities.

7. RFQ unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. RFQs subject to unlimited price increase will not be considered.
8. This is a RFQ inquiry only and implies no obligation on the part of Cameron County.
9. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the services received by Cameron County.
- 10.. Partial RFQ's will not be accepted unless awarded by category or line item. **To be awarded by total RFQ.**
11. 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.

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.

INVOICES AND PAYMENTS: (a) Seller shall submit separate invoices, in duplicate, on each purchase order. Invoices shall indicate the purchase order number, if any, shall be listed separately. Mail to: Cameron County, ATTN: Auditor's Office, P. O. Box 3846, Brownsville, Texas 78523. 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 (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. 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
P. O. BOX 3846
BROWNSVILLE, TEXAS 78523**

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 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 RFQ in excess of the amounts quoted.

**CAMERON COUNTY REQUEST FOR QUALIFICATIONS (RFQ)
MARKETING AND ADVERTISING SERVICES FOR THE CAMERON COUNTY BRIDGE SYSTEM**

RFQ PROJECT # 1520

GENERAL

Cameron County is requesting proposals for marketing and advertising services for the Cameron County Bridge System.

SECTION 1 EVALUATION CRITERIA

WEIGHTED QUANTITATIVE SCORING:

Each Vendor will be assigned a score of 1- 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

Utilization of 0 by evaluator requires Evaluation Committee's full consensus.

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.

Proposals will be evaluated based on the proposer's ability to provide advertising and marketing campaign that meets or exceeds expectations of criteria as listed below, through demonstration of similar work on past projects. Proposal will be evaluated based on the following weighted criteria:

A. Proposals should be clear, concise and include sufficient detail for effective evaluation.

B. Proposals will be evaluated for award based on the following:

- Qualifications and Relevant Client Experience – 40 Total Maximum Points
- Quality of Creative Work samples submitted – 30 Total Maximum Points
- Demonstration of Ability to complete Formative Research, Strategy Development, Creative Development and Media Placement – 30 Total Maximum Points

Once Qualification Statements are reviewed, a short list will be compiled. Interviews may be conducted with Proposers determined to be most qualified. Additional information may be required at that time. Negotiations will begin with the Proposer determined to be most qualified for the project. Commissioners Court will make the final selection and possible approval of the proposed contract.

SCOPE OF SERVICES:

The requirements for services include the following:

- Ideas for communication and educating current and potential customers of the Cameron County Bridge System regarding the Automated Vehicle Identification System, the location of each bridge as an economic gateway between Mexico and United States, and the Cold Room Inspection Facilities.
- Promotional activities for attracting new customers for the Automated Vehicle Identification System (AVI).
- Suggestions for promoting the new Cold Room Inspection Facilities at the Free Trade Bridge
- A campaign outlined to reflect what the research and implementation timeline would be, as well as suggestions on how it would be promoted and implemented.
- Ideas for creating strategic promotional partnerships with government, local and international businesses and media partners.

Proposals should demonstrate how potential customers will be reached and:

- Build awareness for new and existing services
- Explain key components of rebranding initiatives and how your agency proposes to go about it
- Define preferred options for marketing efforts (e.g. print, digital, broadcast, podcasts, blogs, and social media).

Specifically, proposals should include:

- History and samples of prior successful campaigns that are similar in nature to this effort.
- References (include 3-5 references for similar project scope, with at least two case studies highlighting marketing and advertising campaigns and corresponding results).

PROJECT COORDINATION:

Josue J. Garcia, Jr. Bridge System Director

SECTION 4. SUBMISSION CONTENTS, QUALIFICATION STATEMENT AND SCHEDULE

Response to this RFQ should be limited to the following maximum page limitations and specified format in order to simplify evaluation. Pages should be 8 1/2 x 11 inches in a point type that is legible and easily read. All sections should be properly identified. Respond to the following:

- A. Executive Summary to include name, address, and telephone number of the firm submitting the RFQ, a summary of the firm's interest in this project, and the name of one or more individuals authorized to represent the consultant in its dealings on a contractual basis. (2 pages)

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 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 (2 pages max.)

Proposers must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the 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 RFQ; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFQ.

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

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed and Title;

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.

- B. Names and qualifications of principals and individuals employed by the firm that will participate in these services and their individual responsibilities. Name of project manager and resumes of key members of the design team / project including professional history, professional registrations, and professional affiliations. (1 page).
- C. Verifiable Statement of Qualifications experience with similar services for other entities and examples of services to include Name/Location, Owner Representative, Phone Number and level of involvement. State the classification of the firm (i.e., sole proprietorship, partnership, association, corporation, or any combination thereof); provide a history of the firm including all predecessor firms, if any, and establishment of the current firm.
- D. Specific areas of experience should include familiarity with these types of Marketing & Advertising services relevant to this project; participation in other projects of this magnitude and importance. Provide a complete list of current projects on which you are participating including the current status of the project. (2 pages)
- E. Listing of similar projects designed by your firm. Listings shall include client's name, references, date of completion and telephone number of reference. References to include contact person, address and phone number.
- F. Renderings of similar projects. (Limit 4 Pages)

- G Schedule - the development of the requested Marketing & Advertising services shall start within 5 days of signed contract between qualified firm and Cameron County.
- H Financial Statement past year's (reviewed by Independent Auditors).

Josue J Garcia, Jr.
Cameron County Bridge Director

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 RFQ.

THIS FORM MUST BE RETURNED WITH YOUR 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 _____

AFFIDAVIT

The undersigned certifies that the RFQ has been carefully checked and are submitted as correct and final and if RFQ is accepted (within 90 days unless otherwise noted by vendor), agrees to furnish any and/or all services upon which are offered, and upon the conditions contained in the Specifications.

STATE OF TEXAS
COUNTY OF CAMERON

BEFORE ME, the undersigned authority, A Notary Public in and for the State of Texas, 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 "Proposer" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Proposer 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 Proposer. The Proposer is not a member of any trust, pool, or combination to control the price of products or services RFQ on, or to influence any person to RFQ or not to RFQ thereon. I further affirm that the Proposer 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 Proposer :

Telephone number _____

Fax number _____

Signature
Name: _____

Title: _____

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

Notary Public in and for the State of Texas

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:

- (3) “Nonresident Proposer” refers to a person who is not a resident.
- (4) “Resident Proposer ” 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)
Proposer of Texas as defined in Government Code §2252.001.

I certify that _____ is a Nonresident
(Company Name)
Proposer as defined in Government Code §2252.001 and our principal place of business is

(City and State)

THIS FORM MUST BE RETURNED WITH YOUR RFQ

CAMERON COUNTY EXPRESSLY REQUESTS THAT PROPOSERS NOT DISCUSS THIS ENGAGEMENT OR THIS PROPOSER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER PROPOSERS OR ANY MEMBER OF COMMISSIONERS' COURT, ANY COUNTY OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY COMMISSIONERS COURT. EXCLUDED ARE PRE-PROPOSAL CONFERENCES, EVALUATION COMMITTEE SCHEDULED VENDOR PRESENTATIONS OR VENDOR INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS. YOU MAY CONTACT THE ASST. AUDITOR / 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 Proposal Response made any contact with any member of Commissioners Court, any County Official, or an Evaluation Committee member concerning this Invitation to RFQ, other than questions to the Assistant County Auditor/Purchasing Officer?

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

Signature of person submitting RFQ to County

Date

THIS FORM MUST BE RETURNED WITH YOUR RFQ

ORDER NO.

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 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 _____ day of September, 2017.

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 RFQ to County

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 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 proposal and/or application had one or more public transactions terminated of cause or default.

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

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

THIS FORM MUST BE RETURNED WITH YOUR RFQ

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

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).

Date Received

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 tiling authority not later than the 7th business day after the date on which you became aware that the originally tiled questionnaire was incomplete or inaccurate.)

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

Name of 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 of 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 tiler of this questionnaire employed by a corporation or other business entity with respect to which the local government officer services as an officer or 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

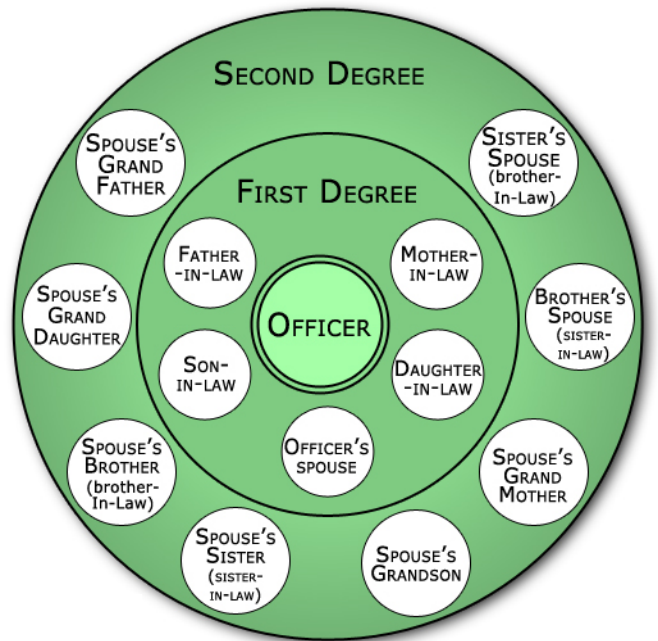
Date

NEPOTISM CHART

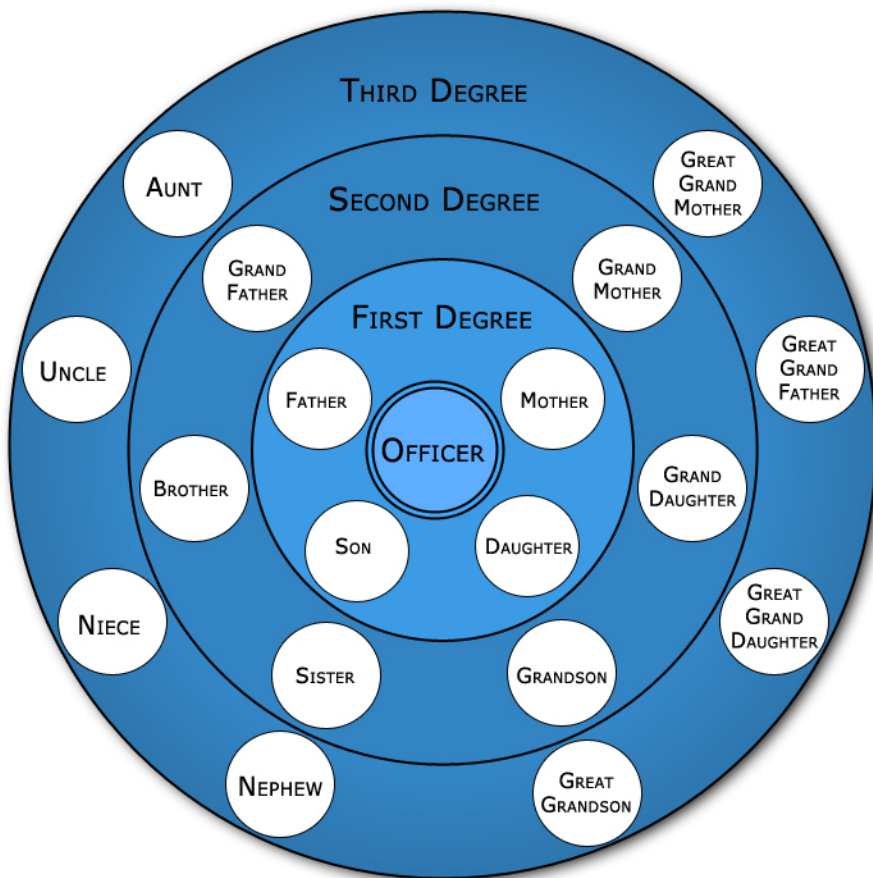
The chart below shows

- **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 RFQ
IF DISCLOSING: OFFEROR MUST ALSO FILE WITH THE COUNTY CLERK'S OFFICE
THE PURCHASING DEPT. WILL NOT BE FILING ON THE OFFEROR'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: _____



HOUSE BILL 89 VERIFICATION

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

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

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

CANCELLATION AND TERMINATION: In any contract resulting from the RFQ, the County shall have the right to cancel all or any part of the undelivered portion of the contract if Respondent breaches any of the terms hereof, including, but not limited to warranties, and/or Respondent becomes insolvent or files for bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Cancellation of work hereunder shall be 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 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 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.