CAMERON COUNTY
PURCHASING DEPARTMENT
INVITATION TO RFP

RFP NUMBER # 1610

RFP TITLE: PHARMACEUTICALS & SERVICES W/ PRESCRIPTION & OVER THE COUNTER

DATE DUE: December 11, 2012 **DUE NO LATER THAN 10:00 A.M.**

Bids/ RFP's / RFQ's will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3rd Floor – Room # 345 at 10:01 a.m. (as per Purchasing Dept. time clock) on deadline due date.

Please return RFP **ORIGINAL AND SIX (6) COPIES** in sealed envelope. Be sure that return envelope shows the RFP Number, Description and is marked "SEALED RFP".

RETURN RFP TO:

by U.S. mail or delivered to the office of Purchasing Dept., **County Courthouse (Dancy Bldg.) 1100 E. Monroe St, 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 To ask specific questions on project requirements, please call: Dean Garza at 554-6700.

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Telephone No._____Fax No._____e-mail_____

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

Print Name:_____Signature:_____

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

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

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 RFP 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 RFP sealed with RFP #, 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 RFP'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 RFP and Requests for Quotes.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your RFP with all appropriate supplements and/or samples. Prior to returning your sealed RFP response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing web http://www.co.cameron.tx.us/purchasing/specs_notices.htm Addendums Column (updated Addendums). These Addendums must be signed and returned with your RFP in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Review this document in its entirety. Be sure your RFP is complete, and double check your RFP for accuracy.

Cameron County is an Equal Employment Opportunity Employer.

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

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

GOVERNING LAW: This invitation to RFP is governed by the competitive RFP requirements of the County Purchasing Act, Texas Local Government Code, 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 RFP, the Change(s) and addition(s) will be forwarded to all vendors involved as quickly as possible in the form of a written addendum only. Verbal changes to Bids/RFP's/RFQ's must be backed-up by written addendum or written Q/A clarifications which would be posted on County Purchasing Web site. Without written Addendum or written Q / A clarification, verbal changes to Bids / RFP / RFQ will not apply.

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

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/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/docs/DisclosureofInterest.pdf

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

RFP's 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.

BIDDERS / PROPOSERS MAY ATTEND PUBLICLY HELD COMM COURT MEETING FOR AWARD OF THIS SOLICITATION. All responding bidders/ proposers are welcome to attend the publicly held Commissioners Court meeting relative to the outcome / award of this solicitation. Court Meeting agenda date and times may be obtained at the following web site: http://www.co.cameron.tx.us/judge/agenda.htm

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

PLEASE NOTE CAREFULLY

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

1. **ORIGINAL AND SIX (6) COPIES OF RFP's MUST BE SUBMITTED** Each RFP shall be placed in a separate envelope completely and properly identified with the name and number of the RFP. RFP's must be in the Purchasing Department BEFORE the hour and date specified.

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

3. RFP'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 RFP 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 RFP. 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 RFP invitation is descriptive-NOT restrictive-it is to indicate type and quality desired. RFP's on brand of like nature and quality will be considered. If RFP 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 RFP. If Proposer 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 Proposer on request, at his expense. Each sample should be marked with Proposer's name, address, and County RFP number. DO NOT ENCLOSE OR ATTACH SAMPLE TO RFP. County user Dept.(s) reserves the right to make the final determination as to equivalents.

7. Written and verbal inquires pertaining to RFP's must give RFP Number and Company.

8. NO substitutions or cancellations permitted without written approval of Asst. Auditor / Purchasing.

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

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

11. This is a RFP 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 RFP's will not be accepted unless awarded by complete category or line item. **To be awarded by total RFP.**

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

15. It is the responsibility of the Proposer or proposer to ask any and all questions the Proposer or proposer feels to be pertinent to the RFP or proposal. Cameron County shall not be required to attempt to anticipate such questions for Proposers 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. 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 TERMS AND TRANSPORTATION CHARGES: RFP must show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates Proposer to complete delivery in 24 hours. A five day difference in delivery promise may break a tie. Unrealistically short or long delivery promises may cause RFP to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from Proposer list.

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

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

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

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 RFP Specifications. If the item(s) do not pass inspection, the vendor will be required to pick up the rejected item(s) at the delivery point, provide the necessary replacement, and return the item(s) to the original point of delivery.

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

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

TESTING: Cameron County reserves the right to test equipment, supplies, material and goods Proposed for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the RFP is subject to rejection. **County user Dept.(s) reserves the right to make the final determination as to equivalents.**

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

INVOICES AND PAYMENTS: (a) 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 E. Monroe St, 3rd Floor,** Brownsville, Texas 78520.. Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Finance Department advised of any changes in your remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extend funds are not available and any delivered buy unpaid for goods will be returned to Seller by Buyer. (c) Do not include Federal Excise, State or City Sales Tax. County shall furnish tax exemption certificate if required.

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

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

CAMERON COUNTY AUDITOR
ACCOUNTS PAYABLE
1100 E. Monroe St, 3rd Floor,
BROWNSVILLE, TEXAS 78520

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

PAYMENT DISCOUNT: Indicate the payment discount (s) available depending on the when invoices are paid. For example, 1/30 means a 1% discount if paid within 30 days, 2/15 means a 2% discount if paid within 15 days, etc. Payment in full will be made within thirty (30) days of delivery, inspection, and receipt of invoice.

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

REQUEST FOR PROPOSALS
RFP # 1610
PHARMACEUTICAL SERVICES

I. GENERAL

Cameron County Commissioner's Court is requesting Proposals from firms that can adequately demonstrate that they have the resources, experience and qualifications necessary to provide pharmaceutical services to: provide prescription medications in a timely fashion; provide over the counter pharmaceuticals; ensure that pharmaceutical services meet county and state jail standards; ensure quality, yet cost effective, medication delivery system; maintain adequate records on medications ordered as well as patient profiles; and audit pharmaceutical delivery system. <u>This Proposal list of products and pricing must be extended to also include the County Juvenile Probation, Department of Health and Human Services and any other department deemed by Commissioner's Court</u>.

Average Census: County Inmates: 1104 / Federal Inmates: 252 = Total : 1,356

The term of contract will be for **<u>3</u> three years.**

The Request for Proposals will be evaluated using a (100) point system of the following categories in order to recommend a top scored top scored Proposer:

A. Responsiveness to the Request for Technical Qualifications (15)
   1. Requested information included and thoroughness of response to the forms included in attachments (if any)
   2. Understanding of the project
   3. Creativity of proposed approach to solving the problem
   4. Clarity and brevity of the response

B. Staffing Plan (15)
   1. Provision for the required disciplines and skills
   2. Provision for participation by firm's key personnel
   3. Qualifications of key personnel
   4. Qualifications of proposed consulting team

C. Firm's capability to provide the services (15)
   1. Background of the firm
   2. Relevant experience of the firm
   3. Specific experience with active government services
   4. Methodology proposed to meet service objectives
   5. Location in the general geographical area of the services and knowledge of the locality of the services
   6. References

D. Firm's ability to provide quarterly reports which, at min., contain info. detailing (10)
   a. Monthly top formulary and non-formulary medications
   b. Monthly most expensive medications with alternative medications
   c. Monthly disease state medications report
   d. Cost distribution with an action plan containing clinical recommendations
   e. Statistical Report: number of inmates receiving prescriptions, costs, trends, medications and costs by disease
   f. Therapeutic Report
   g. Minutes of quarterly meetings with Infirmary Physician and Pharmacist
   h. Ability to provide electronic prescribing.

E. Pricng (45)

Proposals will be reviewed by a Selection Committee. Interviews may be conducted with the firms with the highest scores. Additional information may be required at that time. Negotiations will begin with the selected firm for this project. Commissioner's Court will make the final selection and approve the proposed contract.

Negotiations will include selection of specific services as in the best interest of Cameron County. The selected firms must be prepared to enter negotiations with each service/project individually represented by costs and necessity to the overall analysis. Cameron County may elect to contract for any, or all, of the proposed services after negotiations.

II. SCOPE OF SERVICES

The intent of this solicitation is to obtain pharmaceutical services with demonstrated relevant experience:

A. Pricing for pharmaceutical services should be the Proposer's Pharmacy acquisition cost plus a separate – all inclusive – dispensing fee. The County reserves the right and will audit your firms acquisition cost – from time to time. Your firm must provide proof of this information (as requested) on a timely basis. Back-up invoices should document verifiable acquisition costs.

B. Prescription orders must be filled and delivered within 24 hours of the request during normal business hours, Monday through Saturday. Orders requested will be filled and delivered the next business day. Orders requested on Saturday and Sunday must be delivered on Monday. Orders requested on a holiday will be filled and delivered on the next business day. Stat prescription orders must be delivered that day. Over the counter medications must be delivered within 5 working days.

C. Individual patient prescription medications should be packaged in "blister cards" or other approved modified unit dose container and labeled properly.

D. Pharmacy must provide a starter dose or house stock supply.

E. Pharmacy should supply a summary sheet (client name, patient identification number, date of birth, distinguish if federal or county inmate, medication, dosage, and price) with each delivery detailing all the medications included in the shipment.

F. Pharmacy must dispense generic drugs whenever possible and when generics are most cost efficient.

G. Quarterly Pharmacy must provide Patient Drug Education Reports with each medication prescription.

H. At no additional hardware or software cost to Cameron County, Pharmacy should provide electronic prescribing system with the ability to electronically request and transmit prescriptions directly to the pharmacy to be processed. This includes prescriptions and over the counter medications for the Jail Infirmary, County Juvenile Probation, Department of Health and Human Services and any other department deemed by Commissioners' Court.

I. Pharmacy must use a electronic transcribing pharmacy system capable of generating monthly medication administration reports (MAR), patient profiles, and multiple management reports, including, but not limited to:

1. obtain pharmacy history for current and released patients via computer access,
2. number of prescriptions,
3. number of inmates on each prescriptive medication,
4. cost per prescription,
5. cost per inmate,
6. number of psychotropic prescriptions,
7. number of inmates on psychotropic drugs, and
8. most utilized drugs.

J. Pharmacist shall perform facility inspections on a regular basis but no less than quarterly to keep the facilities within federal, state, and local pharmacy regulations. This includes ensuring all medicines are maintained under appropriate key entry storage and are maintained in appropriate fashion (as per sanitation, temperature, light, moisture, segregation, security); monitoring drug expiration dates and rotating stock as necessary. In addition, stored medications must be reviewed to ensure they are not outdated, discontinued, or recalled. Pharmacist shall remove outdated pharmaceuticals on a quarterly basis and return for refund. In addition, needle/syringe log should be audited, ensuring log is maintained and accurate. Pharmacist shall document findings and submit report to Cameron County Department of Health and Human Services. Pharmacist must meet quarterly with Infirmary Physician to discuss report.

K. Pharmacy shall provide pharmaceuticals consultation 24 hours per day.

L. Pharmacy should provide necessary startup orientation for nursing and physicians on an on-going in-service education program as needed.

M. The pharmacy must maintain a minimum level of liability insurance of $1,000,000.

N. On a quarterly basis, pharmacist should audit medication cards to determine the percentage having medication stop orders. This information should be submitted to the Health Administrator and to the Infirmary Physician.

O. Adequate stock of medications should be maintained, and readily available, to prevent a lengthy delivery period. Staggered orders and deliveries are necessary throughout the year. Orders are placed on an "as needed" basis for the quantity order by the departments using the supplies.

P. Pharmacist's Qualifications:
   1. current state pharmacy license (proof to be submitted prior to award),
   2. ability to provide medication in expedient fashion – generally within 24 hours of request,
   3. maintain liability insurance,
   4. have backup pharmacy coverage , and
   5. have 24-hour pharmaceutical coverage

Q. The following guidelines are a part of the Minimum Standards for each of the appropriate agencies and must be maintained by the firm being awarded the Proposal:

   1. The current Cameron County pharmaceuticals contract:
      a. supervision of drug dispensary,
      b. supervision of drug inventory,
      c. supervision of drug storage,
      d. drug dispensing in unit dose per patient,
      e. receiving of drugs,
      f. record keeping, and
      g. appropriate reports and meetings with Infirmary Physician on a regular basis

   2. Minimum Cameron County Jail Standards:
      a. have formulary,
      b. procedures in effect for procuring and dispensing, distributing, accounting, administering, and disposing of pharmaceuticals,
      c. maintenance of records to ensure control and accountability,
      d. maximum security storage for all DEA substances, needle and syringes and other sharps,
      e. physician notification of drugs about to expire,
      f. automatic drug stop orders and review of psychotropic drug follow-up done by previously attending doctors for continuance,
      g. drug administration will be done only through orders of a physician, dentist, or other with designated privilege,
      h. all medicines must be under control of appropriate staff member, and
      i. stored drugs devoid of outdated, discontinued, or recalled drugs .

   3. Procedures found in County Jail Standards:
      a. all medications are to be ordered by a physician per written standing or direct order and signed by that physician;
      b. all prescriptions will be dispensed as written and filled by Cameron County Infirmary personnel;
      c. medication stop orders will be reflected by stop date on the medication card;
      d. all needles and syringes will be accounted for and a log will be maintained for accountability;

e. pharmaceuticals will be stored in cabinet with key entry door; cabinet will be kept locked at all times;
f. used needles and blood containment will be placed in Sharps Containers; biohazard waste will be disposed in appropriate fashion (through biohazard waste disposal);
g. psychotropic medications will not be administered for disciplinary reason;
h. expiration dates will be monitored and stock medication will be rotated;
i. inmates will not have access to any medically related supplies, including but not limited to, medications, needles, or syringes.

4. Texas Department of Corrections Standards:
    a. pharmaceutical monitoring may be done on a regular basis and NOT less than quarterly;
    b. external drugs must be stored separately from internal and injection drugs;
    c. special storage for drugs (i.e. refrigerator) shall be maintained;
    d. adequate and proper supply of antidotes and posting of poison control numbers at all necessary sites;
    e. written procedures for the following:
        1. formulary,
        2. procuring and dispensing, distributing, accounting, administering, and disposing of pharmaceuticals,
        3. record maintenance,
        4. maximum security and control of DEA substances, needles, and sharps,
        5. periodic review of DEA substance or automatic drug stop,
        6. method of notifying physicians of impending drug expiration,
        7. administering of drugs only on order of physician, dentist, or authorized person,
        8. all medications under control of appropriate staff members, and
        9. maintenance of drug storage and medication areas devoid of outdated, discontinued, or recalled drugs

S. Other Specifics:
    a. firm's representatives must undergo police screening,
    b. firm's representatives will not be reimbursed for travel,
    c. firm's representatives must sign in at the site where services are provided, and
    d. firm must submit reports in a timely fashion.

T. Orders for Federal Inmates will be filled by this firm / provider also, however firm / provider will Bill the Federal Inmates separately to the Federal Government Account.

U. Proposals may be submitted for either Generic or Brand items. All meds will be generic whenever possible.

III. RFP SPECIFICATIONS

Acquaintance with Specifications:

It is the responsibility of the Proposer to review all the RFP requirements. Failure of a Proposer to be acquainted with this information will not relieve the Proposer from any obligations of the RFP requirements.

Special Requirements:

Effective on the date of RFP, the Proposer must meet all state and federal safety standards and laws for the item(s) that are being specified and the particular use for which they are applied.

See attached "CAMERON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLIC HEALTH MEDICATIONS EXCLUDED FROM RFP" for medication purchases excluded from the RFP.

Response to the RFP should be limited to the following maximum page limitations and specified format in order to simplify evaluation. Pages should be 8 ½ x 11 inches in 12-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 RFP, 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. The Executive Summary should also include a statement that indicates if current workload allows for project to be completed on an accelerated schedule (maximum 2 pages).

B. Names and qualifications of principals and individuals employed by the firm that will participate in these services and their individual responsibilities (maximum 10 pages).

C. Names and qualifications of individual(s) who will meet quarterly with physician and nurse practitioner to discuss medication issues such as diseases, costs and alternatives (maximum 2 pages).

D. Verifiable experience with projects of a similar size and complexity concentrating on the type of services specified herein. Experience should be specific by indicating level of involvement of services completed by firm responding to this RFP and description of services contributed (maximum 10 pages).

E. Verifiable experience with services for other entities and examples of services to include Name/Location, Owner Representative, Phone Number, and level of involvement by firm (maximum 5 pages).

F. Reference to include contact person, address and phone number (maximum 2 pages).

G. A narrative outline describing the methodology to be taken by the consultant firm discussing any concerns which must be addressed in a project of this nature. The methodology should be specific in firm's ability to stay within budget, and what methods of cost containment are utilized (maximum 10 pages).

Methodology should be specific in approach to:

1. cost containment,
2. review of plans and providing Cameron County with a continuous update on costs,
3. measuring performance against quality, time and cost during design, and implementation phase of the services,
4. assist in preparation of contract/documents,
5. recommend changes that will result in cost effective solutions,
6. assist in proposing phase,
7. coordination of services phase including electronic prescribing or any other method of medication pharmaceutical request, transmission, and delivery and
8. understanding of Guaranteed Maximum Price services to comply with the State of Texas Local Government Code Proposal Requirements and how liabilities, bonds, and insurance are relevant to the scenario in relation to Owner, pharmacists.
9. Include and describe transition and implementation plan.

H. A disclosure statement which shall disclose all potential conflicts of interest related to this project. The disclosure statement must be addressed specifically in your response, even if no conflict exists (no maximum amount of pages).

I. You shall disclose any outstanding claims against you (no maximum amount of pages).

J. You shall include a list of all current insurance applicable to these services (no maximum amount of pages).

K. You shall include a sample contract (absent of proposed fees) to demonstrate the Contractual relationship between the owner and pharmaceuticals (no maximum amount of pages).

L. Indicate the firm's ability to provide the following reports on a quarterly basis:

a. monthly top formulary and non-formulary medication
b. monthly most expensive medications with alternative medications
c. monthly disease state medications report
d. cost distribution with an action plan containing clinical recommendations
e. statistical Report: number of inmates receiving prescriptions, costs, trends, medications and costs by disease.

M. Please describe how you would be able to assist the County in developing a formulary.

N. Please describe in detail your policy for returning medications and return credit policy and specify your firm's % or $ charge for restocking. The criteria for the County will be to return only (by brand name) medications with a value of $ 2 or more. Any medications below this dollar amount will not be returned. The County expects to receive 100% credit for returned medications within this criteria.

O. Pricing pages list of items:

The Proposers should list on a separate sheet any variations from, or exceptions to, the conditions of the Price Pages and attach it to the pages. The Price pages must be based upon each item and/or all items, except that Cameron County reserves the right to delete any item it considers too costly. The price quoted must include all items requested including all shipping costs to Cameron County Jail. All discounts will be considered in determining the lowest, responsible Proposer. The County does administer prescription Bulk. Please do not submit bulk pricing.

P. **Complete all Attachments.**

CATEGORY A
COUNTY JAILS / DETENTION CENTERS
DESCRIPTION/ DOSAGE INFORMATION

Pharmacist Services (*Prices must Include All Pharmacist's services including all delivery fees*) *(The County does not administer prescription bulk – do not price bulk). Juvenile Probation Dept. will also be included in this group.*

	SPECIFY PRICE PER UNIT/ TABLET /CAPSULE/ VIAL	SPECIFY PRICE BASED UPON INDIVIDUAL'S 30 DAY SUPPLY PRICING
1. Prezista		
2. Truvada		
3. Norvir		
4. Atripla		
5. Intelence		
6. Kaletra		
7. Combivir		
8. Complera		
9. Epzicom		
10. Reyataz 300mg		
11. Valcyte 450mg		
12. Clindamycin 300mg		
13. Amoxicillin 500mg		
14. Bactrim DS		
15. Ciprofloxacin 500mg		
16. Doxycycline 100mg		
17. Cephalexin 500mg		
18. Humulin 70/30 vial		
19. Humulin N 100u/MI Vial		
20. Humulin R Vial		
21. Metformin 500mg		
22. Glipizide 5mg		
23. Lexapro 10mg		
24. Omeprazole 20mg		
25. Perphenazine 4mg		
26. Perphnazine 8mg		
27. Risperidal 1mg		
28. Risperidal 2mg		
29. Sertraline 50mg		

	SPECIFY PRICE PER UNIT/ TABLET /CAPSULE/ VIAL	SPECIFY PRICE BASED UPON INDIVIDUAL'S 30 DAY SUPPLY PRICING
30. Cogentin 1mg		
31. Hydroxyzine 25mg		
32. Bupropion 75mg		
33. Haloperidol 10mg		
34. Thorazine 50mg		
35. Depakote 500mg		
36. Mirtazapine 15mg		
37. Trazadone 50mg		
38. Doxepin 50mg		
39. Fluoxetine 20mg		
40. Buspar 15mg		
41. Paxil 20mg		
42. Paxil 40mg		
43. Trileptal 150mg		
44. Trileptal 600mg		
45. Venlafaxine 75mg		
46. Lithium 300mg		
47. Tegretal 200mg		
48. Benadryl 25mg		
49. Gabapentin 600mg		
50. Seroquel 100mg		
51. Seroquel 300mg		
52. Zypexa 10mg		
53. Lisinopril 10mg		
54. Lisinopril 20mg		
55. HCTZ 12.5mg		
56. HCTZ 25mg		
57. Metoprolol 50mg		
58. Clonidine 1mg		
59. Clonidine 2mg		
60. Amlodipine 5mg		
61. Nifedipine 30mg		
62. Aspirin 81mg		

	SPECIFY PRICE PER UNIT/ TABLET /CAPSULE/ VIAL	SPECIFY PRICE BASED UPON INDIVIDUAL'S 30 DAY SUPPLY PRICING
63. Aspirin 325mg		
64. Provastatin 40mg		
65. Simvastatin 20mg		
66. Simvastatin 40mg		
67. Tricor 145mg		
68. Colace 100mg		
69. Levothyroxine 50mcg		
70. Atacand 16mg		
71. Allopurinol 10mg		
72. Lamictal 25mg		
73. Gemfibrozil 600mg		
74. Ventolin HFA 90mcg Inhaler		
75. Tramadol 50mg		
76. Flexeril 10mg		
77. IBU 400mg		
78. Tylenol 500mg		
79. Naproxen 250mg		
80. Dilantin 100mg		
81. Ranitidine 150mg		
82. Loperamide 2mg		
83. Promethazine		
84. Fiber tabs		
85. EPI Pen		
86. Ear Wax Removal Drops		
87. RID treatment		
88. Artificial Tears		
89. Fish Oil		
90. Prenatal Vitamin		
91. Aller-chlor		
92. Sodium chloride		
93. Permethrin Cream		
94. Antifungal Cream		
95. Hydrocortisone Cream		
96. Orajel		

	SPECIFY PRICE PER UNIT/ TABLET /CAPSULE/ VIAL	SPECIFY PRICE BASED UPON INDIVIDUAL'S 30 DAY SUPPLY PRICING
97. Musc le Rub		
98. Triple Antibiotic Ointment		

Dispensings 3,800 approx. average per/ month (Jail /Detention County Inmates: 1,104 & Federal Inmates: 252)

x $_____.__ (unit price) = TOTALDISPENSING FEE pr/month _____

GRAND TOTAL PRICE _____

On all other miscellaneous (currently in your catalog) prescription items not listed, Cameron County will receive cost plus _____%.

On all new (not in your catalog as yet) miscellaneous prescription items not listed, Cameron County will receive cost plus_____%.

All prices must include all pharmacist's services as well as all delivery fees.

Proposer _____

Address _____
(City/State/Zip)

Signature _____

Telephone_____Date_____

CATEGORY - B
HEALTH DEPT. – RFP# 1610
Clinical Services Program
Pharmaceutical Supply List

Pharmacist Services (*Prices must Include All Pharmacist's services and handling fees, including all delivery and handling fees*)
(The County does administer Over the Counter bulk – bulk pricing is acceptable).

	SPECIFY PRICE PER UNIT/ TABLET /CAPSULE/ VIAL	SPECIFY PRICE BASED UPON INDIVIDUAL'S 30 DAY SUPPLY PRICING
1. Epinephrine, 1:1000 (1mg/ml), single dose ampul		
2. Epinephrine Injection, USP, 1:10,000 (1mg(0.1mg/ml), single dose injection		
3. Ammonia Inhalant, .33m.l/single dose ampul		
4. Arzithromycin, 1gm/single dose powder for reconstitution		
5. Cefixime, 400mg/50 tablet		
6. Cefixime, 400mg/single dose tablet		
7. Cefpodoxime, 200mg/2 tablet dose		
8. Ceftriaxone, 250mg/10 doses powder for injection		
9. Ceftriaxone, 250mg/single dose powder for injection		
10. Ciprofloxacin, 500mg/single dose tablet		
11. Doxycycline, 100mg/#14		
12. Doxycycline, 100mg/500 capsule		
13. Erthromycin, 250mg/#56 (enteric coated tablet)		
14. Erthromycin 250mg/500 tablet (enteric coated tablet)		

	SPECIFY PRICE PER UNIT/ TABLET /CAPSULE/ VIAL	SPECIFY PRICE BASED UPON INDIVIDUAL'S 30 DAY SUPPLY PRICING
15. Lidocaine, 0.01gm/single dose ampul		
16. Penicillin, 1200000units/single dose suspension		
17. Podocon-25, 15ml/bottle		
18. Trichloroacetic Acid 80%, 15ml/bottle		
19. Diphenhydramine, 25mg/#20 capsule		
20. Diphenhydramine, 50mg/ml, single dose vial		
21. Epinephrine, 1:1000 (1mg/ml), single dose ampul		
22. Epinephrine Injection, USP, 1:10,000 (1mg(0.1mg/ml), single dose injection		
23. Ammonia Inhalant, .33m.l/single dose ampul		
24. Amikacin, 250mg/single dose ampul		
25. Ciprofloxacin, 500mg/single dose tablet		
26. Cycloserine, 250mg/#40 capsule		
27. Ethambutol, 400mg/#100 tablet		
28. Ethambutol, 100mg/#100 tablet		
29. Ethionamide, 250mg/#100 tablet		
30. Isoniazid, 10mg/1 syrup bottle		
31. Isoniazid, 100mg/#100 tablet.		
32. Isoniazid, 300mg/#30 tablet		
33. Isoniazid-rifa, 150mg/#60 capsule		
34. Kanamycin, 0.33333333gm/single dose vial		

	SPECIFY PRICE PER UNIT/ TABLET /CAPSULE/ VIAL	SPECIFY PRICE BASED UPON INDIVIDUAL'S 30 DAY SUPPLY PRICING
35. Pyrazinamide, 500mg/#60 tablet		
36. Pyrazinamide, 500mg/#90 tablet		
37. Pyridoxine, 50mg/#100 tablet		
38. Rifampin, 150mg/#30 capsule		
39. Rifampin, 300mg/#60 capsule		
40. Sterile Water, 1m./single dose vial		
41. Tuberculin, 50units/10 dose vial		
42. Diphenhydramine, 25mg/#10 capsule		
43. Diphebhydramine, 50mg/ml, single dose vial		
44. Ampicillin, 250mg/capsule		
45. Ampicillin, 500mg/capsule		
46. Metronidazole, 500mg/#14 capsule		
47. Metronidazole, 500mg/#4 capsule		
48. Ferrous Sulfate 5gr, 325mg/#100 tablet		
49. Prenatal & Iron Vitamins(.8mg Folic Acid), #100 capsules or tablets		
50. Rho(D) Immune Globulin (Human), 300IU, single dose syringe		
51. Nitrofurantoin (Monohydrate/Macrocrystals) 100mg/#20 capsules		
52. Medroxy-Progesterone Acetate (Depo-Provera), 150mg/single dose vial		

	SPECIFY PRICE PER UNIT/ TABLET /CAPSULE/ VIAL	SPECIFY PRICE BASED UPON INDIVIDUAL'S 30 DAY SUPPLY PRICING
53. Oral Contraceptive Pills		
1. Ortho-Cept Pack - 28 day cycle		
• Solia Cycle Pack - 28 day cycle		
2. Ortho-Cyclen Pack - 28 day cycle		
• Sprintec Cycle Pack - 28 day cycle		
• Previfem Cycle Pack - 28 day cycle		
• MonoNessa Cycle Pack - 28 day cycle		
3. Ortho Tri-Cyclen Pack - 28 day cycle		
• Tri-Sprintec Pack - 28 day cycle		
• Tri-Previfem Pack - 28 day cycle		
• TriNessa Pack - 28 day cycle		
54. Male Condom		
55. Female Contraceptive Film		
56. Female Condom		
57. Ortho Evra Pack - 3/28 day cycle		
58. Emergency Contraceptive Pill		
• Plan B One-Step - 1.5 mg/single dose tablet		
59. NuvaRing		
60. Nexplanon		

WIC

		SPECIFY PRICE PER UNIT/ TABLET /CAPSULE/ VIAL	SPECIFY PRICE BASED UPON INDIVIDUAL'S 30 DAY SUPPLY PRICING
1.	Hepatitis B (Engerix-B vaccine);		
2.	Measles, Mumps, Rubella (MMR) + Sterile Diluent (for mixing);		
3.	Tetanus and Deptheria (Td); and		
4.	Tuberculin, PPD (Purified Protein Derivative - for TB skin tests).		

On all other miscellaneous over the counter drugs **not listed** Cameron County will receive_____% over your cost pricing.

On all new (not in the catalog as yet) miscellaneous prescription items **not listed** Cameron County will receive _____% over your cost price.

Proposer _____

Address _____

_____

(City/State/Zip)

Signature _____

Telephone _____ Date _____

RFP Title _____ Proposer's Name_____ Attachment A

REFERENCES

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

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 RFP prices contained in this RFP have been carefully checked and are submitted as correct and final and if RFP 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 RFP submitted by_____
hereinafter called "Proposer" is the duly authorized agent of said company and that the person signing said RFP 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 RFP 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 RFP on, or to influence any person to RFP or not to RFP 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 RFP. The contents of this RFP as to prices, terms or conditions of said RFP 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 RFP.

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 County State

THIS FORM MUST BE RETURNED WITH YOUR RFP

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:

> "Nonresident Proposer " refers to a person who is not a resident.
>
> "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 δ2252.001.

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

Print Name:_____Signature:_____

THIS FORM MUST BE RETURNED WITH YOUR RFP

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

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

_____
_____
_____
_____

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

_____
_____
_____

_____ _____
Signature of person doing business with the governmental entity Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

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 Proposer or successful proposer; and

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

ADOPTED this __13__ day of March, 2007.

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

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

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

_____

_____ _____
Signature of person doing business with the governmental entity Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

Certification Regarding Debarment, Suspension Ineligibility

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

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

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

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

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

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

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

THIS FORM MUST BE RETURNED WITH YOUR RFP

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

This questionnaire is being 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.

1. **Name of person doing business with local governmental entity.**

OFFICE USE ONLY Date Received:

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 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.)

3. **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money .**

4. **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

5. **Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6. **Describe any other affiliation or business relationship that might cause a conflict of interest.**

7. Does any individual with the firm submitting RFP have any business relationship with any County Official or County employee within the third degree of Consanguinity kinship or the second degree of Affinity kinship? (see attached Nepotism Chart)

_____ _____

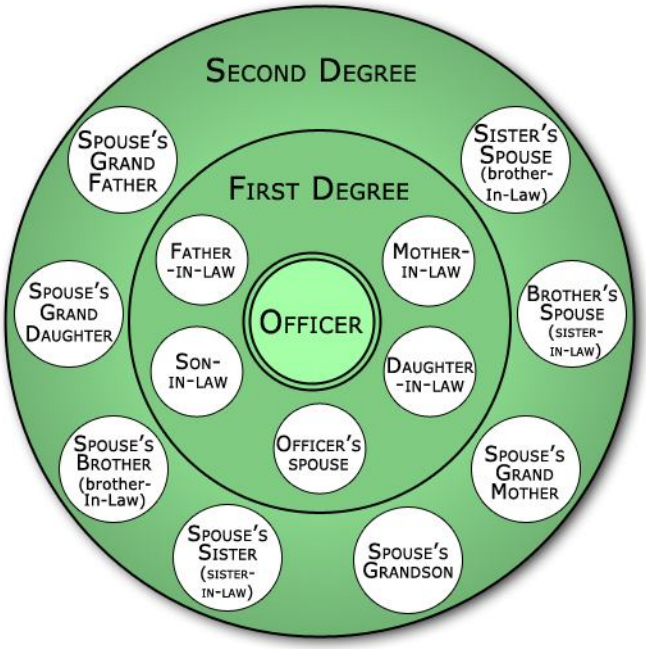
Signature of person doing business with the governmental entity Date

NEPOTISM CHART

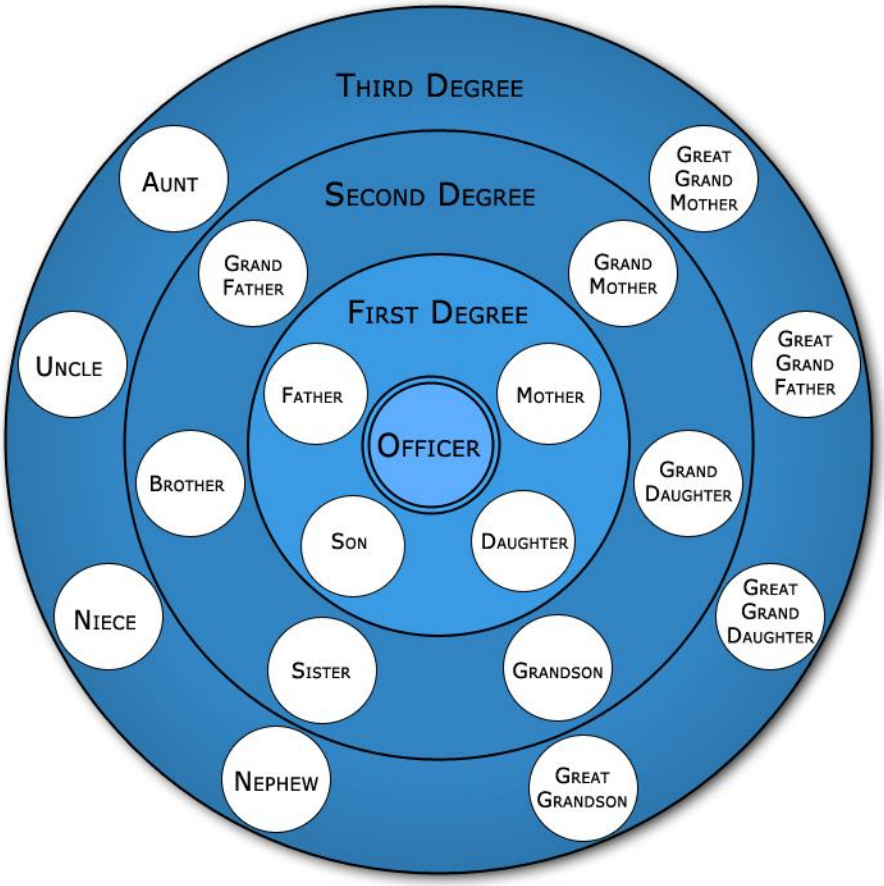
The chart below shows

- **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



Attachment H

DISCLOSURE OF INTERESTS

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: _____

TERMS AND CONDITIONS

ADDENDA: When specifications are revised, the Cameron County Purchasing Department ill issue an addendum addressing the nature of the change. Offerors must **sign and include it in the returned RFP/RFQ package.**

ADVERTISING: Seller shall not advertise or publish, without Buyer's Prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper request for information from an authorized representative of the federal, state or local government.

AWARD: Cameron County may hold all Rfp/Rfq's for a period of sixty (60) days. Cameron County reserves the right to delete any item it considers too expensive. Rfp/Rfq prices are to be F.O.B. Cameron County. All discounts will be considered in determining the lowest, responsible Proposer. Cameron County reserves the right to award this contract on the basis of EVALUATION CRITERIA (AS STATED IN RFP/RFQ) in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all Rfp/Rfq's.

BONDS: If this Rfp/Rfq requires submission of Rfp/Rfq guarantee and performance bond, there will be a separate page explaining those requirements. Rfp/Rfq's submitted without the required RFP/RFQ bond or cashier's check are not acceptable.

CANCELLATION AND TERMINATION: Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof, including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which Buyer may have in law or equity.

TERMINATION: The performance of work under this order may be terminated in whole, or in part, by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to, and not in lieu of, rights of Buyer set forth. Cameron County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Cameron County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Cameron County's satisfaction and/or to meet all other obligations and requirements. Cameron County may terminate the contract without cause upon thirty (30) days written notice.

CONTRACT RENEWALS: Renewals may be made ONLY by Commissioners Court approval and agreement between Cameron County and the offeror. **To determine Annual / Anniversary renewal status - if renewed by Commissioners Court or terminated - please contact Letty Roberts at 956-574-8135 e-mail: LRoberts@co.cameron.tx.us or Mike Forbes at 956-550-1360 e-mail: mforbes@co.cameron.tx.us or Beverly Findley at 956-982-5478 beverly.findley@co.cameron.tx.us in the County Purchasing Dept. or Dylbia Jeffries 956-550-1340 djefferies@co.cameron.tx.us of Bruce Hodge at 956-550-7229 at bhodge@co.cameron..tx.us at County Legal Dept..** Any price escalations are limited to those stated by the original RFP/RFQ. Annual RFP/RFQ renewal – Price Increases: All Annual RFP/RFQ's with a one (1) year renewal option requires that the awarded Proposer must notify Cameron County of any anticipated price increases to the current Annual RFP/RFQ (in writing) at least two months prior to the annual renewal award date unless otherwise specified within the specific provisions of the RFP. This allows the County sufficient time to plan for re-advertising for Proposals due to a vendor required price increase. If Vendor 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 doe not apply to any Annual RFP/RFQ's which allow for Open Market Price increases or Cost allowance increases during the RFP/RFQ award period (as so specified in the RFP/RFQ documents).

DISCRIMINATION: In order to comply with the provisions of fair employment practices, the contractor agrees as follows: 1.) the contractor 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 contractor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the contractor 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 contractor 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 OFFEROR: Upon signing this RFP/RFQ document, an offeror offering to sell supplies, materials, services, or equipment to Cameron County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code δ15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the RFP/RFQ made to any competitor or any other person engaged in such line of business. Any or all RFP/RFQ's may be rejected if the County believes that collusion exists among the offerors. RFP/RFQs in which the prices are obviously unbalanced may be rejected. If multiples are submitted by an offeror and after the RFP/RFQ's are opened, one of the RFP/RFQ's are withdrawn, the result will be that all of the RFP/RFQs submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiples for different products or services.

EVALUATION: All proposals 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/services in the user environment. Any specific criteria section or sections identified elsewhere in this request for proposals may be evaluated by one or more evaluators once the basis and details of this process has been approved by the Purchasing Officer and acknowledged by the Evaluation Committee. Detailed information pertaining to this selective evaluation process is available to offerors and the Commissioners Court upon request. Evaluation sheets and summary of all RFP/RFQ's are subject to review by the Cameron County Purchasing Department and Evaluation Committee's recommendation to Cameron County Commissioners Court. Compliance with all RFP/RFQ requirements, delivery and needs of the using department are considerations in evaluating RFP/RFQ's. **Pricing is NOT the only criterion for making a recommendation (see criteria and relative importance of price and other evaluation factors, if any, specified elsewhere in this request for proposals.).** The Cameron County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any RFP/RFQ. The Cameron County Purchasing Department further reserves the right to hold negotiation discussions with any responsible offeror submitting proposals determined to be reasonably susceptible of being selected for award in accordance with law.

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

Debriefing Conference – A debriefing conference must be requested in writing to the Purchasing Department within five (5) business days from the date of the Bid 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 question must be submitted (in writing) no later than one (1) business day after the date of the Debriefing Conference and answered no later than two (2) business days after the date

of the Debriefing Conference. Follow-up answers will be sent via e-mail or fax (if e-mail not available). For RFP/RFQ's proposers are given the opportunity to ask questions of the Evaluation Committee relative to their Proposal and scores received by their firm.

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

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

Format and Content - Protesting vendors shall include, in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Vendors shall, at a minimum, provide: 1. Information about the protesting vendor; name of firm, mailing address, phone number and name of individual responsible for submission of the protest. 2. Information about the acquisition and the acquisition method. 3. Specific and complete statement of the County's action(s) protested. 4. Specific reference to the grounds for the protest. 5. Description of the relief or corrective action requested. 6. For protests to the Commissioners Court, a copy of the Purchasing Department's written decision on the protest.

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

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

Commissioners Court Review Process - Protests to the Commissioners Court may be made only for Commissioners Court 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 County Judge, Commissioners Court, who may establish procedures to resolve the protest. Protests shall be received by the County Judge, Commissioners Court, 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 fiscal funding out. 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 offeror 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 offeror.

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

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

MAINTENANCE: Maintenance required for equipment RFP/RFQ 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", an offeror 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 offeror to furnish this documentation will be cause to reject any RFP/RFQ applying thereto.

NAME BRANDS: Specifications may reference name brands and model numbers. It is not the intent of Cameron County to restrict these RFP/RFQs in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. 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 this 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 course 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 contractor and included in the RFP/RFQ prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror 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 – FLOPPY DISK: If in its RFP/RFQ response, offeror either electronically scans, re-types, or in some way reproduces the County's published RFP/RFQ package, then in event of any conflict between the terms and provisions of the County's published RFP/RFQ specifications, or any portion thereof, and the terms and provisions of the RFP/RFQ response made by offeror, the County's RFP/RFQ specifications **as published** shall control. Furthermore, if an alteration of any kind to the County's published RFP/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 practice is 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. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item RFP/RFQ. **Substitute items will not be accepted unless approved (in advance).**

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

TITLE TRANSFER: Title and Risk of Loss of goods shall not pass to Cameron Count 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. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this RFP/RFQ package and/or on the Purchase Order as a "Deliver To:" address.

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

WARRANTY PRICE: (a) The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller'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 Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. (b) The Seller 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 Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer 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. Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold and services provided to the County shall conform to the standards 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 offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Cameron County may correct at the offeror's expense.

Offerer warrants that product sold and services provided to the County shall conform to the standards and laws established by the U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970.

WARRANTY PRODUCTS: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFP/RFQ invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

SAFETY WARRANTY: Seller warrants that the product sold to Buyer 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, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense. Have you attached the required warranty information to the RFP/RFQ (if applicable)? □ Yes, □ No.

APPLICABLE LAW

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.

ASSIGNMENT DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller 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 in the contract County Judge and County Auditor.

CONTRACT OBLIGATION: Cameron County Commissioners Court must award the contract and the County Judge or other person authorized by the Cameron County must sign the contract before it becomes binding on Cameron County or the offerors. 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 purchase have been satisfactorily delivered and accepted.

ERRORS AND OMISSIONS: Errors and Omissions in the RFP / RFQ of any provision herein described will not be construed as to relieve the Vendor of any responsibility or obligation, requisite to the complete and satisfactory implementation, operation, and support of any and all equipment, systems or services.

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 agreement, 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 judgement of the party having the difficulty.

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

INFRINGEMENTS: There will be no warranty by buyer against infringements. As part of this contract for sales, Seller 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. Buyer 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 Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two (2) weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will hold Buyer harmless. If Seller 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 Buyer will pay Seller the reasonable cost of his/her search as to infringement. The contractor agrees to protect the County from claims involving infringement of patents or copyrights.

INTERPRETATION PAROLE EVIDENCE: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement, 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.

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: Offeror must meet all Federal and State OSHA requirements.

RIGHT TO ASSURANCE: Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give written assurance of their intent to perform. In the event that a demand is made, and no assurance is given within five (5) days the demanding party may treat this failure as an anticipatory repudiation of the 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.