



**CAMERON COUNTY
PURCHASING DEPARTMENT
INVITATION TO RFP**

RFP NUMBER # 1220

RFP TITLE: INDEPENDENT AUDITORS

DATE DUE: JULY 8th, 2026

DUE NO LATER THAN 3:00 P.M.

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

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

RETURN RFP TO:

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

Proposal questions/clarifications must be submitted by: Friday, June 26, 2026 before 3:00P.M.

(e-mail to purchasing@co.cameron.tx.us or fax 956-550-7219 attention, Roberto C. Luna, Purchasing Agent)

Addendum to respond to questions/clarifications will be posted on July 1st, 2026

For additional information or to request addendum email: Roberto C. Luna and/or Dalia Loera at purchasing@co.cameron.tx.us +

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

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

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

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

SIGNATURE: _____ Print Name: _____

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

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

If yes what City: _____

Your signature attests to your offer to provide the goods and/or services in this RFQ according to the published provision of this RFP. When an award letter is issued, this RFP becomes the contract. If an 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.

Bidders must sign each bid page to ensure you have read each page's information, terms, conditions and/or required forms. Failure to sign or initial each bid page will disqualify the BID/PROPOSAL offer.

ACKNOWLEDGMENT OF RECEIPT

INDEPENDENT AUDITORS

RFP # 1220

Please submit this page upon receipt

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

Please fax or e-mail this page upon receipt of RFP package no later than **Friday, July 3rd, 2026 before 3:00 p.m. CST**. All questions regarding this RFP should also be submitted no later than the stated date and time on RFP cover page.

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

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

Date: _____

Yes, I will be able to submit a proposal submittal.

No, I will not be able to submit a proposal submittal for the following reason: (*Please check one or more reasons below*)

- Could not meet specifications.
- Items or materials requested not manufactured by us or not available to our company.
- Insurance requirements are too restricting.
- Bond requirements are too restricting.
- The scope of services is not clearly understood or applicable (too vague, too rigid, etc.)
- The project is/was not suited to our organization.
- Quantities are too small.
- Insufficient time allowed for preparation of bid/proposal.
- Other (please specify).

Company Name: _____

Company Representative Name: _____

Company Address: _____

Phone #: _____

Fax #: _____

E-mail Address: _____

CHECK LIST
INDEPENDENT AUDITORS
RFP # 1220

Proposers are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately. It is the Proposer's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your RFP packet.

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

Attachments

- Addendum Acknowledgment Form**
- Attachments **A, B, C, D, E, F, G, H & I, & J.****
Be sure to complete these forms and return with packet.
- Bid Guaranty & Performance Bond Information & Requirements**
This form applies only to certain bids/proposals. All public work contracts over \$25,000 require a Payment Bond and over \$100,000 must also have a Performance Bond in a form approved by the County. Please read carefully and fill out completely.
- Minimum Insurance Requirements**
Included when applicable
- Worker's Compensation Insurance Coverage Rule 110.110**
This requirement is applicable for a building or construction contract.
- Financial Statement**
When this information is required, you must use this form.

Other - Final reminders to double check before submitting RFP

- Is your RFP sealed with RFP #, title, Proposer's Name, & return address, on outside?
- Did you complete, sign and submit page 1?
- Did you provide the number of copies as required on the cover page?
- Did you visit our website for any addendums?

<https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/>

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

INSTRUCTIONS FOR SUBMITTING RFP'S

INDEPENDENT AUDITORS

RFP # 1220

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.

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

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

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

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

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

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

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

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

Objectives of County HUB Program

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

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

HUB Certification Sources:

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

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

- [Register with State as a HUB Vendor](#)
- [HUB Certification Agreements](#)
- [HUB Minority & Women Organizations](#)

M/WBE's & HUB's Questions Cameron County contact:
Dalia Loera, Assistant Purchasing Agent
P: 956-544-0846 | Email: dalia.loera@co.cameron.tx.us

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

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

CONFLICT OF INTEREST QUESTIONNAIRE:

For vendor or other person doing business with local governmental entity

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

By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

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

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

Can be downloaded at the following web site:

<http://www.co.cameron.tx.us/purchasing/docs/conflictinterest.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>

TEXAS ETHICS COMMISSION FORM 1295

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

All Vendors being recommended to Commissioners Court for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This Certification Form 1295 must be electronically submitted and printed form must be emailed or delivered to County Purchasing Department making the request for form. This process must be completed prior to Commissioners Court Agenda for approval consideration of RFP award. There is no charge for this TEC online process.

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

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

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

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

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

OPEN RECORDS ACCESS TO ALL INFORMATION SUBMITTED. All information included will be open to the public, other 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 (marked "ORIGINAL") AND ONE (1) COPY (marked "COPY") sets and an electronic COPY in a USB "Flash drive" (PDF format file only) MUST BE SUBMITTED.** Each RFP shall be placed in a separate envelope completely and properly identified with the name and number of the bid. Proposals 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 §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.
5. Written and verbal inquires pertaining to RFP's must give RFP Number and Company.
6. This is a RFP inquiry only and implies no obligation on the part of Cameron County.

7. Acceptance of and final payment for the item will be contingent upon satisfactory performance received by Cameron County.
8. It is the responsibility of the proposer to ask any and all questions the proposer feels to be pertinent to the RFP or proposal. Cameron County shall not be required to attempt to anticipate such questions for proposers. Cameron County will endeavor to respond promptly to all questions asked.
9. Partial RFP's will not be accepted unless awarded by complete category or line item. **To be awarded by Total RFP.**
10. A proposal may not be withdrawn or canceled by the proposer without the written acknowledgment of the County for a period of sixty (60) days following the date designated for the receipt of proposal, and proposer so agrees upon submitting the proposal.
11. 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. Cameron County reserves the right to award if only one (1) RFP was received. Cameron County retains the option to re-solicit at any time if in its best interest and is not automatically bound to renewal or re-solicitation. The County reserves the right to hold all RFPs for 60 days from the due date of receipt without actions. The County reserves the right to add additional County Departments (at a later time during this RFP award) as the need arises. The County also reserves the right to consider utilizing CO-OP Interlocal Agreements / pricing if determined to be more advantageous to the County.
12. Proposals are scheduled to be opened and publicly acknowledged at the Cameron County Commissioners Courtroom, on the scheduled date and time specified on cover sheet of this RFP package. Proposers, their representatives and interested persons may be present. The proposals shall be opened and acknowledged only so as to avoid disclosure of the contents to competing proposers and shall remain confidential during negotiations. However, all proposals shall be opened for public review after the concession lease agreement is approved, except for trade secrets and confidential information contained in the proposal and identified by proposers as such.
13. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting concession agreement. All change orders to this RFP will be made in writing by the Cameron County Purchasing Department. Award of proposal does not constitute a concession agreement. A binding concession agreement will be negotiated by the Cameron County Property Manager and approved by the Commissioners Court after the proposal has been awarded.
14. No public official shall have interest in this RFP except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter §171.
15. The proposer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Cameron County.
16. All proposals meeting the intent of this RFP will be considered for a possible negotiation.
17. Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in Cameron County Purchasing Department. Addenda will be mailed to all who are known to have received a copy of this RFP. Proposers shall acknowledge receipt of all addenda in writing.
18. Proposals must comply with all federal and state laws, County policy and local regulations.
19. Cameron County may request a presentation and additional information to determine proposer's ability to sufficiently meet these minimum responsible standards listed above.
20. Cameron County requests proposer to supply, with this RFP, a list of at least three (3) references. Include full name and title, address, telephone number, fax number and name(s) of contact person.
21. Successful proposer shall defend, indemnify and save harmless Cameron County and all its officers, agents and employees from all suits, actions, or other claims of any person, persons, or property on account of negligent act or fault of the successful offered, or of any agent, employee, subcontractor or supplier in the execution of or performance under any contract which may result from proposal award. Successful proposer shall pay any judgment including costs, which may be obtained against Cameron County developing out of such injury or damages.
22. Any notice provided by this proposal or required by Law to be given to the successful proposer by Cameron County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Brownsville, Texas by Registered or Certified mail with sufficient postage affixed thereto,

addressed to the successful proposer at the address so provided; this shall not prevent the giving of actual notice in any other manner.

23. It is the responsibility of the bidder or proposer to ask any and all questions the bidder or proposer feels to be pertinent to the bid or proposal. Cameron County shall not be required to attempt to anticipate such questions for bidders or proposers. Cameron County will endeavor to respond promptly to all questions asked.
24. **AWARD OF CONTRACT** - Award(s), if made, will be made to the responsive and responsible Offeror(s) whose proposal is most advantageous to Cameron County, taking into consideration price and the other factors set forth in the Request for Proposals "R.F.P. . Contract will be negotiated with the offeror whose proposal is determined to be most advantageous to County. The County reserves the right and option to reject any and all proposals and to waive any formality in proposals received, to accept or reject any or all of the items in the proposal, and award the contract in whole or in part, if it is deemed in the best interest of the County. Proposals should be submitted initially on the most favorable terms, from both price and technical standpoints. The County further reserves the right to award without discussion after proposals are received to request written "BEST AND FINAL OFFERS" from respondents judged to be responsive to the minimum technical requirements.

INVOICES AND PAYMENTS: (a) Vendor shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight weigh bill when applicable, should be attached to the invoice. Mail to: Cameron County, ATTN: Auditor's Office, 1100 East Monroe St., Brownsville, Texas 78520. Payment shall not be due until the above instruments are submitted after delivery. Vendors must keep the Auditor advised of any changes in your remittance addresses. (b) County's only obligation to pay Vendor is to pay from funds budgeted and available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Vendor by the County. (c) Do not include Federal Excise, State or City Sales Tax. County shall furnish tax exemption certificate if required.

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

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

**CAMERON COUNTY AUDITOR
ACCOUNTS PAYABLE
1100 EAST MONROE ST.,
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.

Criminal Background Checks are Mandatory:

Checks are mandatory for all personnel performing work on Cameron County sites. Contractors, consultants, and subcontractors are required to take all reasonable steps to assure that their employees do not represent a threat to the County or Facilities. Failure to comply with this requirement may result in immediate termination of any award or contract. The selected contractor shall provide a complete list of names (including supervisors) that may be working on campus. The contractor(s) shall remove from the Cameron County work place any of its employees who are found to be unacceptable by Cameron County. Such requests shall not be unreasonable, are the sole decision of Cameron County, and are not subject to negotiation. Contractor shall provide proper identification for all contractor employees. While on Cameron County premises, all contractor employees must wear attire that identifies them as contractor's employee with identification visible from both the front and the back. Vehicles shall be clearly identified as company vehicles and be maintained in a neat clean and sanitary condition.

At least one person in each vehicle, preferably the driver, must be able to speak, read and write. It shall be the contractor's responsibility to see that employees render quiet and courteous service.

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

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

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

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

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

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

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

GENERAL INSTRUCTIONS

- A. **IT IS UNDERSTOOD THAT** Cameron County, reserves the right to accept or reject any and/or all proposals as it shall deem to be in the best interest of Cameron County. Receipt of any proposal shall under no circumstances obligate Cameron County to accept the lowest proposal. The award of the contract shall be made to the responsible Offeror whose proposal is determined to be the lowest and best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in the request for proposal.
- B. **PROPOSALS SHALL** include this RFP and all additional documents submitted. Each proposal shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract and marked clearly on the outside. Facsimile transmittal shall not be accepted.
- C. **LATE PROPOSALS:** Proposals received in County Purchasing Office after submission deadline shall be returned unopened and will be considered void and unacceptable. Cameron County is not responsible for lateness of mail, carrier, etc., and time/date stamped by Purchasing Office shall be the official time of receipt.
- D. **ALTERING PROPOSALS:** Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity.
- E. **WITHDRAWAL OF PROPOSAL:** A proposal may not be withdrawn or cancelled by the Offeror for a period of ninety (90) days following the date designated for the receipt of proposal, and Offeror so agrees upon submittal of their proposal.
- F. **PROPOSALS WILL BE** received and publicly acknowledged at the location, date, and time stated above. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing Offerors and kept secret during the negotiation/evaluation process.

However, all proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal so identified by Offeror as such.

II. SCOPE OF WORK

A. PURPOSE

Cameron County’s intent of this Request for Proposal and resulting contract is to obtain proposals from qualified professional firms with the experience, capabilities, credentials and qualified available staff to perform the annual audits of the financial statements of Cameron County and related entities for fiscal year end 9/30/26 and 9/30/27. Audits are to be conducted in accordance with generally accepted auditing standards and standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. The selected accounting firm must plan and perform the audit to obtain reasonable assurance about whether the respective financial statements are free of material misstatement. Cameron County’s audit includes the audit of Cameron County and the related, OMB-mandated “Single Audit.”

Each renewal is subject to Commissioners Court approval.

B. INFORMATION/QUESTIONS

Requests for information regarding Contractual matters related to this RFP should be directed to:

Requests for information regarding scope of services related to this RFP should be directed to:

Roberto C. Luna, CPM, CTCD, CTCM
Purchasing Agent
1100 E. Monroe St.
Brownsville, Texas 78520
956-544-0871
roberto.luna@co.cameron.tx.us

Lorena Hernandez, CPA
County Auditor
1100 E. Monroe St.
Brownsville, Texas 78520
956-544-0822
lhernandez01@co.cameron.tx.us

C. EVALUATION CRITERIA AND FACTORS

The award of the contract shall be made to the responsible Offeror whose proposal is determined to be the highest evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with the Texas Local Government Code, Chapter 262.

WEIGHTED QUANTITATIVE SCORING:

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

- 4 = Very good / Exceeds expectations
- 3 = Above expectations
- 2 = Meets expectations
- 1 = Does not meet expectations
- 0 = Non-responsive

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

Ex: Vendor W - price \$100,000 = 4 points X assigned weight (ie: 25%) = 100 points
 Vendor X – price \$150,000 = 2.66 points X assigned weight (ie: 25%) = 66.6 points
 Vendor Y – price \$200,000 = 2 points X assigned weight (ie: 25%) = 50 points
 $\$100,000 \div \$200,000 = .50 \times 4 = 2 \times 25 = 50$
 $\$100,000 \div \$150,000 = .66 \times 4 = 2.64 \times 25 = 66$

Once RFPs are reviewed and scored, a short list will be compiled. Interviews may be conducted with Proposers determined by total score rankings. Additional information may be required at that time. Commissioner’s Court will make the final selection and possible approval of the contract.

- 20 % Offeror’s total proposed price**
1. Total cost of proposal
 2. Cost proposals compliance with minimum specifications

3. Cost proposals compatibility with owners stated purpose

40 % Offeror's Qualifications/Experience

1. Adequate record of quality audit work/external peer review report
2. Demonstrated prior experience in providing *comparable government* audit engagements
3. Quality of firm's professional personnel to be assigned to engagement
4. Demonstrated prior experience in Single Audit engagements
5. Firm experience with other audit clients awarded the GFO's Certificate of Achievement for Excellence in Financial Reporting

40 % The proposed services meeting Cameron County's needs and requirements

1. Adherence to requirement of RFP
2. Offeror's responsibility clearly defined
3. Cameron County's participation and responsibility clearly defined
4. Demonstrated ability to fully meet the needs of Cameron County and audit timeline
5. Capability to provide responsive service

Negotiations may be conducted with responsible proposers who submit proposals determined to be reasonably susceptible of being selected for award. All proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

D. SUBMITTAL:

For proper comparison and evaluation, Cameron County requests that proposals address, at a minimum, the following format.

1. **Transmittal Letter** – A brief introductory letter of representation. Briefly state your understanding of the work to be performed and make a positive commitment to perform the work within the time period. State the names of persons authorized to make representations for the firm, their titles, addresses, and telephone numbers.
2. **Executive Summary** – A brief summary highlighting the most important points of the proposal. Describe the scope of the required services. The firm's specific audit approach should be set forth in the proposal and should include an explanation of the audit methodology to be followed.
3. **Degree of Compliance** – A statement that all services quoted in proposal is in full accord with the specifications or a brief listing of all those specification sections to which the Offeror takes exception.
4. **Proposal Pricing** – Summarize the work plan to accomplish the scope defined in these guidelines stated herein and the maximum fee for EACH requested work to be done for each fiscal year in the initial term and indicate what methods would be used to calculate costs for future optional terms. Include details of price including the number of staff and staff hours that will be committed to the audit.
5. **Explanations and Exceptions** – Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.
6. **Descriptive Literature** – Illustrative or descriptive literature, brochures, specifications, etc., that provide additional Offeror/service information with regard to issues addressed in other areas of the Offeror's proposal.
7. **Contractor Background Information** – This section should include a description of the Offeror experience with other services similar to the one described herein. At a minimum, include:
 - a. Briefly describe the firm, location, and range of activities engaged in the practice of public accountancy and organizational structure;
 - b. Confirm that proposers are certified public accountants presently engaged in the practice of public accountancy. Required – Unexpired firm licensed.
 - c. Affirm that proposers are independent, and its staff are impartial and free from conflict of interest.
 - d. Assurance that firm and audit personnel has no pending litigation that could negatively affect its commitment to complete the proposed engagement
 - e. Provide information on any disciplinary action taken or pending against the audit or audit personnel during the past five years with federal or state regulatory bodies and professional organizations.
 - f. Identify the supervisors who will work on the audit and include a resume and information on the government auditing experience for each supervisory person to be assigned to the audit;
 - g. Include the names of all individuals, professional licensing and the experience of auditors who will be assigned to this audit, (or at a minimum) what the experience level will be for all auditors working this assignment) and

- h. Include information which attests to the proposer’s auditing experience, particularly in auditing Counties of Texas by number of years. Specifically, include three current or most recent clients in Texas that are state or local government entities.
 - i. The proposer should state the size of the firm, the firm’s governmental audit staff, location of office which will perform the engagement and the number of professional staff to be employed in this engagement on a full time basis and part time basis.
 - j. Include proposed timeline detailing the estimated length of time to provide audit services, by phase.
 - k. Any other background information that firm may feel is pertinent to the auditing needs expressed by Cameron County.
8. **References** – Offeror shall submit with this proposal a list of at least **three (3) references** where *comparable government* services have been performed by their firm as required on the attached Reference Form. Include name of firm, address, telephone number and name of representative. Preferably clients whom the firm assisted in preparing ACFR reports that were awarded GFOA’s Certificate of Achievement for Excellence in Financial Reporting.
9. **Peer Review** - Offeror should include a report on the results of the firm’s most recent Quality Control Peer Review as required by the AICPA and Government Auditing Standards. Report should state whether the Peer Review included a review of government audits.
10. **Affidavit** as required herein.

E. TERM

The initial term of the contract shall be for a two (2) year period from date of award with an option to renew for two (2) additional one-year terms subject to approval by Commissioners Court.

F. PROPOSER’S RESPONSIBILITY

It is the responsibility of each vendor before submitting a proposal:

- 1. To examine thoroughly the contract documents and other related data identified in the proposal documents.
- 2. To consider federal, state and local laws and regulations that may affect costs, progress, performance or furnishing of the work.
- 3. To study and carefully correlate vendor’s knowledge and observations with the contract documents and such other related data.
- 4. To promptly notify the County Purchasing Agent of all conflicts, errors, ambiguities, or discrepancies which vendor has discovered in or between the contract documents and such other related documents.
- 5. Have adequate resources and the ability to comply with requirements as stated in this RFP.

G. MINIMUM TECHNICAL REQUIREMENTS

1. **Nature of Service Required**

- a. Fiscal year financial audit of Cameron County for the Period 10/1/2025 to 9/30/2026 and subsequent year.

Fiscal year Single Audit of Federal and State Awards of Cameron County for the Period 10/1/2025 to 9/30/2026 and subsequent year.

Separate financial audits for Cameron County’s enterprise funds: International Toll Bridge System and Cameron County Parks System for the fiscal year 10/1/2025 to 9/30/2026, and subsequent year will be required.

Separate financial audits for Cameron County Juvenile Probation and Cameron-Willacy Counties Community Supervision and Corrections Departments for the Period 9/1/2025 to 8/31/2026 and subsequent year will be required.

- b. The Cameron County audit should be made in accordance with:
 - 1. Generally accepted auditing standards.
 - 2. The AICPA Industry Audit Guide, Audits of State and Local Governmental Units.
 - 3. Standards set forth for financial audits in the U.S. GAO Government Auditing Standards, provisions of the Federal Single Audit Act.

- c. State and Federal Grant Single Audit in conformance with OMB Circular A-133, State of Texas Single Audit Circular, as well as requirements of Government Code, Title 10, 2256.023 (d).
- d. The Cameron County audit must be completed in time to allow submission of Cameron County (ACFR) financial statement to GFOA for certificate of excellence review. Start date of audit fieldwork is to be no later than December 1st, however earlier engagement is recommended upon award of the RFP. Preliminary first year questions and setup is to be started any time after award and prior to December 1st. Date of issuance of Cameron County Comprehensive Annual Financial Report is February 28th.
- e. Financial audit reports for the Juvenile Probation and Cameron-Willacy Counties Community Supervision and Corrections are to be issued by February 15th, if not earlier.
- f. Financial audit reports for the Cameron County Parks System and Cameron County International Toll Bridge System Audits are to be issued by January 31st.

2. Description of Entity and Records to be Audited

- a. The independent audit shall include the general purpose financial statements and schedule of State and Federal Financial Assistance of Cameron County. The auditor's opinion must cover the full scope of the Financial Statement and the schedule of State and Federal Financial Assistance.
- b. Records and documents to be audited are located at the County Auditor's Office and other County Offices.

3. Contractual Arrangements

Cameron County reserves the right to accept or reject any (or all) proposals submitted. Cameron County is under no legal requirement to execute a contract and intends the material herein as a general description of the services desired.

H. ADDITIONAL INFORMATION

- 1. The majority of the fieldwork for the County's independent audit will be conducted in the office of the County Auditor. The County Auditor will coordinate the audit for the county. Workspace for audit staff will be provided in the County Auditor's office.
- 2. The County Auditor's Office assists the independent auditors by preparing closing entries, and **issuing in-house by County Auditor Staff the following Financial Statements and related notes:**
 - a. International Bridge Systems,
 - b. Parks Systems
 - c. Cameron County Juvenile Probation
 - d. Cameron-Willacy Counties Community Supervision and Corrections Departments
 - e. Cameron County's Annual Comprehensive Financial Report

The County's FY 2026 operating budget is \$244,180,000 of which \$135,773,978 is allocated to the General Fund.

Cameron County uses the following funds as of FY 2025:

TYPE OF FUND	# OF INDIVIDUAL FUNDS
General Fund	1
Special Revenue Fund	33
Debt Service Funds	2
Enterprise Funds	4
Capital Projects Funds	10
Custodial Funds	9
Private Purpose Trust Funds	2
Internal Service Fund	1

- The County provides the usual governmental services of general government, justice system, public safety, corrections and rehabilitation, health and human services, infrastructure & environmental services and community and economic development and other county related services. For the FY 2025 the county employed 1,955 employees with payroll costs of approximately \$94M. Other County information is as follows:

Fiscal Year 2025

Accounts payable Checks	17,895
Payroll of direct deposit/checks	53,422
Deposit warrants	7,631
Property taxes levied	\$ 131,546,667

Additional information is available on FY 2025 ACFR posted on the County's website.

- A single audit of federal and state grants must be performed in conjunction with the financial audit.
- Cameron County has three (3) Components Units which are included in the County's financial statements:
 - Cameron County Spaceport Development Corporation
 - Cameron County Regional Mobility Authority (CCRMA)
 - Cameron County Health Care Funding District (CCHCFD)

The County Auditor's office will provide financial information for Cameron County Spaceport Development Corp. and CCHCFD. CCRMA will issue their own audit report independent of Cameron County. Cameron County's RFP includes Cameron County Spaceport Development Corporation and CCHCFD audit services.

- The County is structured so that cash collections are decentralized. There are multiple cash collection points throughout the County.
- Cameron County is self-insured for health insurance.
- Cameron County participates in the Texas County and District Retirement System.
- Cameron County has received the GFOA Certificate of Excellence in Financial Reporting for the fiscal year ended September 30, 2024. Cameron County's Annual Comprehensive Financial Report is submitted for GFOA review annually.
- There are no anticipated problems with the implementation of new pronouncements or the Governmental Accounting Standards Board (GASB).
- Cameron County's internal audit function is under the direction of the County Auditor. It is currently staffed by six internal auditors, inclusive of Internal Audits Director and the County Auditor.
- Prior year audit reports are on county's website for review or upon request in the County Auditor's office at 1100 E. Monroe, Brownsville, Texas. Current and prior years CAFR's and budget information are available on the County Website www.co.cameron.tx.us. No management letters have been received in the past 5 fiscal years.
- Cameron County's payroll is processed by the County Auditor and distributed by the County Treasurer with about 2,000 employees on a bi-weekly basis.

II. GENERAL CONTRACT TERMS AND CONDITIONS

A. CONTRACT

This proposal submitted documents and any negotiations, when properly accepted by Cameron County, shall constitute a contract equally binding between the successful Offeror and Cameron County. No different or additional terms will become a part of this contract with the exception of a Change Order.

B. CONFLICT OF INTEREST

No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

C. PUBLIC INFORMATION ACT (Open Records Act)

Cameron County is a governmental entity for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

D. CONFIDENTIALITY

All information disclosed by Cameron County to successful Offeror for the purpose of the work to be done or information that comes to the attention of the successful Offeror during the course of performing such work is to be kept strictly confidential.

E. ADDENDA

Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in Cameron County Purchasing Agent. Addenda will be mailed to all who are known to have received a copy of this Request for Proposal. Offerors shall acknowledge receipt of all addenda.

F. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Cameron County Purchasing Agent.

G. ASSIGNMENT

The successful Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Cameron County Commissioners.

H. VENUE

This agreement will be governed and construed according to the laws of State of Texas. This agreement is performable in Cameron County, Texas.

I. SUBMITTAL OF CONFIDENTIAL MATERIAL

Any material that is to be considered as confidential in nature must be clearly marked as such by the Offeror and will be treated as confidential by Cameron County.

J. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS:

A prospective Offeror must affirmatively demonstrate their responsibility. A prospective Offeror must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

Cameron County may request representation and other information sufficient to determine Offeror's ability to meet these minimum standards listed above.

K. SUCCESSFUL OFFEROR SHALL

Successful Offeror shall defend, indemnify and save harmless Cameron County and all its officers, agents and employees from all suits, actions or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful Offeror

shall pay any judgment with cost which may be obtained against Cameron County growing out of such injury or damages.

L. SALES TAX

Cameron County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the proposal price shall not include taxes.

M. PROPOSAL/OFFERORS MUST COMPLY WITH:

All federal, state, county and local laws governing or covering this type of service.

N. PATENT/COPYRIGHTS

The successful Offeror agrees to protect Cameron County from claims involving infringements of patents and/or copyrights.

O. TERMINATION OF CONTRACT

This contract shall remain in effect until contract expires, completion and acceptance of services or default. Cameron County reserves the right to terminate the contract immediately in the event the successful Offeror fails to:

1. meet delivery or completion schedules, or
2. otherwise perform in accordance with the accepted proposal.

Breach of contract or default authorizes the County to award to another Offeror, purchase elsewhere and charge the full increase cost to the defaulting Offeror.

Either party may terminate this contract with a thirty (30) day written notice prior to either party stating cancellation. The successful Offeror must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address on the affidavit for the contractor or to the County Judge, 1100 East Monroe, Brownsville, Texas.

P. PERFORMANCE OF CONTRACT

Cameron County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in best interest of County in the event of breach or default of resulting contract award.

Q. INVOICES

Invoices shall be mailed directly to:

Cameron County Auditor's Office
P.O. Box 3846, Brownsville, Texas 78520

The invoices shall show:

1. Name and address of successful Offeror;
2. Detailed breakdown of all charges for the services delivered stating any applicable period of time;
3. Detailed breakdown of time by Fund so allocations can be made for expenditures for budget purposes;
4. Separate invoices for Component Units, Enterprise Audits and Special Audits of Juvenile and Adult Probation.

Invoices shall be based upon actual services rendered and actual hours of performance and/or products delivered.

R. PAYMENT

Payment will be made upon receipt and acceptance by the County of all completed services and/or product ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. Successful Offeror is required to pay subcontractors within ten (10) days.

S. FUNDING

Funds for payment have been provided through the Cameron County budget by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Cameron County fiscal year shall be subject to budget approval.

T. ESTIMATED FEES

Please fill out (Exhibit A) Cost Proposal Form with the estimated annual audit fees, including subsequent one (1) year options under current existing conditions, if the County were to request an extension of the contract. The estimated annual audit fees for the Cameron County's Primary Government should be all inclusive of the following three reports: Cameron County ACFR, Parks System financial report, and Internal Bridge financial report. (Note only the Cameron County's ACFR requires a Single Audit). Also itemized the annual audit fees for the audited financial reports needed for the CC Juvenile Probation and CC-Willacy County Supervision and Corrections.



**CAMERON COUNTY
COST PROPOSAL FORM**

INDEPENDENT AUDITORS

Title of Project

RFP # 1220

In accordance with the attached instructions, terms, conditions, and Scope of Services we submit the following proposal to Cameron County.

	Year 1	Year 2	Year 3	Year 4
	FY 2026	FY 2027	FY 2028	FY 2029
Cameron County Primary Government				
(inclusive of Bridge System, Parks System and Component Units: CCSD and CCHCFD)				
Financial Audit	\$	\$	\$	\$
Single Audit	\$	\$	\$	\$
Cameron County Juvenile Probation	\$	\$	\$	\$
Cameron -Willacy Supervision and Corrections	\$	\$	\$	\$
Total Annual Audit Fee	\$	\$	\$	\$

The County will pay audit fees as agreed upon in the engagement letter.

Grand Total Annual easement lease amount \$ _____ four years

Four Year audit fee amount in writing:

I certify that the contents of this proposal are known to no one outside the firm, and to the best of my knowledge all requirements have been complied with.

Date: _____

Authorized Signature:

Name _____

Title _____

Firm Name _____

THIS FORM MUST BE RETURNED WITH YOUR RFP

PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Business Concern (Proposer):

Principal Business Address:

2. Principal Contact Person(s):

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):

If a corporation, in what state incorporated: _____

Date Incorporated: _____

Month Day Year

If a Joint Venture or Partnership, date of Agreement(s): _____

If a subsidiary, name of guarantor: _____

4. Provide names of partners or offices as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

Name	Address	Title
_____	_____	_____

5. List all firms participating in this project (including prime contractors, subcontractors, trainer(s), repair equipment suppliers, etc.):

Name	Address
<u>1.</u>	_____
<u>2.</u>	_____
<u>3.</u>	_____
<u>4.</u>	_____

- 1.
- 2.
- 3.
- 4.

6. Outline specific areas of responsibility for each firm listed in Question 5.

- 1.
- 2.
- 3.
- 4.

7. Identify the provisions of any agreement between parties which assigns legal or financial liabilities or responsibilities:

_____ If responding
firm(s) are a partially or fully owned subsidiary of another firm, or share common ownership with another firm, please identify the
firms and relationships.



**ADDENDUM
ACKNOWLEDGEMENT FORM**

INDEPENDENT AUDITORS

Title of Project

RFP # 1220

Receipt of the following Addendum is acknowledged:

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

Addendum no. _____ Date: _____

Addendum no. _____ Date: _____

Addendum no. _____ Date: _____

Addendum no. _____ Date: _____

Addendum no. _____ Date: _____

Addendum no. _____ Date: _____

Signature: _____ Date: _____

Title _____

Name of Firm

THIS FORM MUST BE RETURNED WITH YOUR RFP



**CAMERON COUNTY
PROVIDER QUALIFICATIONS**

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

Firm Name:

Legal Name (if different):

Years in Business:

Number of years providing similar service:

Contact Person:

Mailing Address:

Phone Number: _____

Email of Contact Person:

Number of Full Time Employees:

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

(Maximum 10 pages)

THIS FORM MUST BE RETURNED WITH YOUR RFP

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

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

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

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

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

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

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

THIS FORM MUST BE RETURNED WITH YOUR RFP



SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Respondent, agrees this Proposal becomes the property of Cameron County after the official opening.

The undersigned affirms the Respondent has familiarized itself with the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a Proposal.

The undersigned agrees, on behalf of Respondent, that if this Proposal is accepted, to furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be sixty (60) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this Proposal has not been prepared in collusion with any other Respondent, nor any employee of Cameron County, and that the contents of this Proposal have not been communicated to any other Respondent or to any employee of Cameron County prior to the official opening of this Proposal.

Respondent hereby assigns to Cameron County all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this solicitation.

Signature **X**: _____

Legal Name of Company

Date

Street Address

Printed Name of Authorized Representative

City, State and Zip

Title of Authorized Representative

Telephone Number

Fax Number

E-Mail Address

AFTER HOURS EMERGENCY CONTACT:

Name: _____

Tel. No. _____

THIS FORM MUST BE SIGNED & MUST BE RETURNED WITH BID PACKAGE.

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

By submitting a Bid in response to this solicitation, the Bidder certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.

In the event of placement on the list between the time of Bid submission and time of award, the Bidder will notify the Cameron County Purchasing Agent. Failure to do so may result in terminating this contract for default.

RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY KNOWN FOREIGN TERRORIST ORGANIZATIONS.

Bidder verifies that they do not boycott Israel and will not boycott Israel in accordance with Texas Government Code Section 2270.001(2) during the term of this contract. Bidder further verifies pursuant to Texas Local Government Code Section 2252.152 that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

DISCLOSURE OF INTERESTED PARTIES

The law states that a governmental entity may not enter into certain contracts with a nonexempt business entity unless the business entity submits a disclosure of interested parties to the governmental entity. By submitting a Bid in response to this solicitation, the Bidder agrees to comply with HB 1295, Government Code 2252.908. Bidder agrees to provide Cameron County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within ten (10) business days from notification of pending award, renewal, amended or extended contract.

VENDOR IS EXEMPT FROM CERTIFICATION REGARDING ENERGY COMPANIES AND FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$100,000.00 or more that is to be paid wholly or partly paid from public funds of the governmental entity.

If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as

Follows: Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature S. B. 13), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S. B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

COMPLIANCE WITH FEDERAL AND STATE LAWS

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Governmental Code (added by 87th Legislature, S. B. 19), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) {added by 87th Legislature, S. B. 19} and means, with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):

_____ Vendor is EXEMPT from Certification as set out above.

_____ Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

Signature X: _____ **Date:** _____

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

THIS FORM MUST BE SIGNED & MUST BE RETURNED WITH BID PACKAGE.

RFP Title _____ Proposer's Name _____ Date: _____

REFERENCES

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ E-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ E-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ E-mail address: _____

Contract Period: _____ Scope of Work _____

THIS FORM MUST BE RETURNED WITH YOUR RFP

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

RESIDENCE CERTIFICATION

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

“Nonresident 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 §2252.001.

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

(City and State)

Print
Name: _____ Signature: _____

THIS FORM MUST BE RETURNED WITH YOUR RFP

STATEMENT OF NON-COLLUSION

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

- 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

Certification Regarding Debarment, Suspension Ineligibility

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

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

Company name: _____

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

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

THIS FORM MUST BE RETURNED WITH YOUR RFP

SWORN STATEMENT ON DEBARMENT

This SWORN statement is submitted with project number _____

By: _____
(PRINT INDIVIDUALS NAME AND TITLE)

For: _____
(PRINT NAME OF ENTITY SUBMITTING SWORN STATEMENT)

whose business address is:

CITY STATE ZIP VOICE PHONE

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

(INDICATE WHICH STATEMENTS APPLY)

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

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

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

AUTHORIZED SIGNATURE

(Printed Name) (Title)

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

Personally known _____ OR Produced identification _____
SHOW TYPE OF IDENTIFICATION

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

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

THIS FORM MUST BE RETURNED WITH YOUR RFP

Company Name: _____

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

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

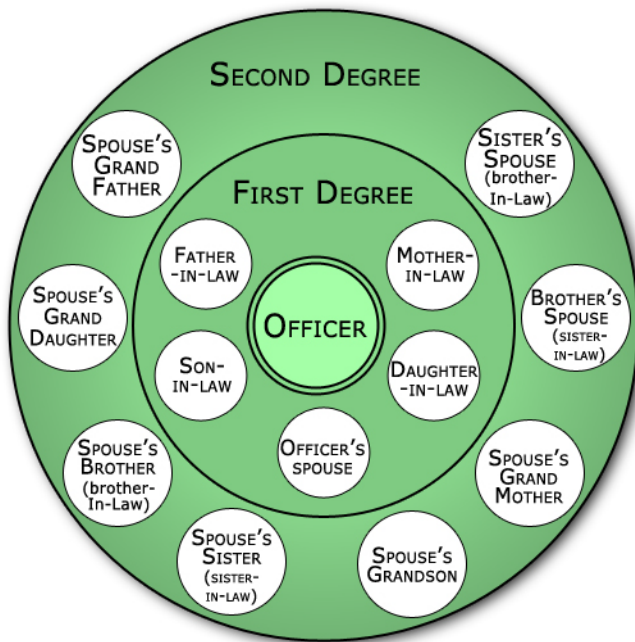
Date

NEPOTISM CHART

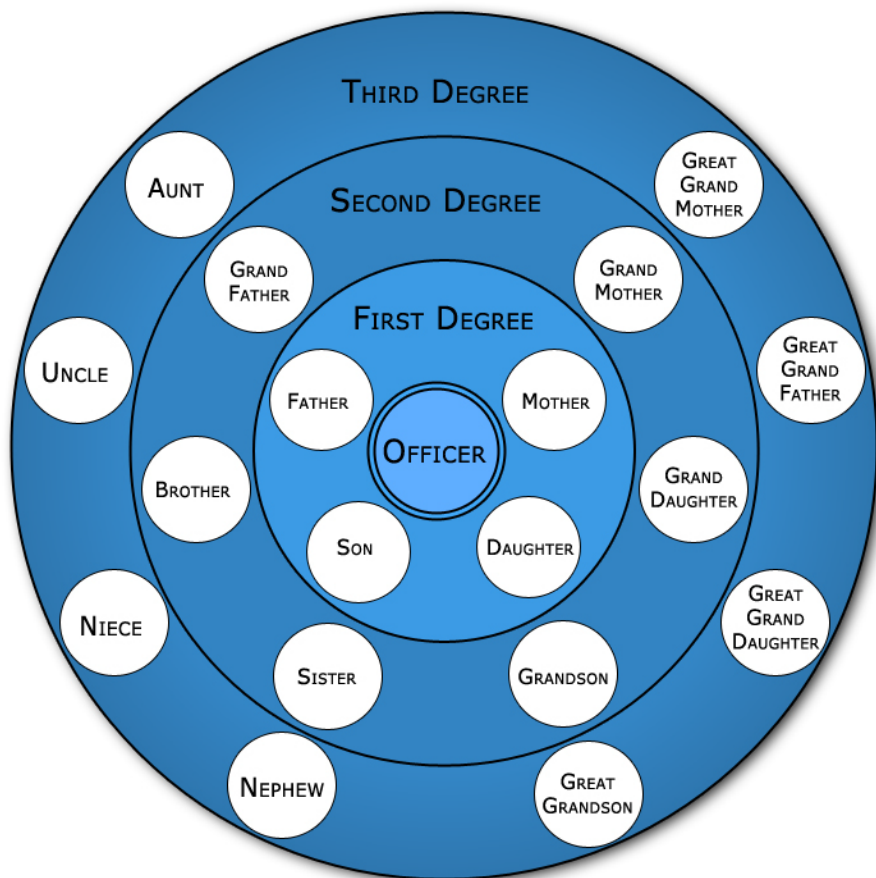
The chart below shows

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

AFFINITY KINSHIP Relationship by Marriage



CONSANGUINITY KINSHIP Relationship by Blood



DISCLOSURE OF INTERESTS

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

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

Date _____

FIRM NAME: _____

ADDRESS: _____

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

DISCLOSURE QUESTIONS

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

1. State the names of each "employee, elected official, or member of Commissioners Court" of Cameron County having Substantial Interest in Business Entity Local Govt. Code §171.002 (use box below)
 - a) For purpose of this chapter, a person has a substantial interest in a business entity if :
 - (1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or
 - (2) funds received by the person from the business entity exceeds 10 percent of the person's gross income for the previous year.
 - b) A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.
 - c) A local public official is considered to have a substantial interest under this section if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a substantial interest under this section. Please write "N/A" in the boxes if non-applicable

Name	Title	Department

CERTIFICATE

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

Certifying Person: _____ Title: _____ (Type or Print)

Signature of Certifying Person: _____ Date: _____

THIS FORM MUST BE RETURNED WITH YOUR RFP



HOUSE BILL 89 VERIFICATION (REVISED)

I, _____,
[Person Name]

the undersigned representative of _____
[Company or Business Name]

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

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

Signature: _____

Date:

Pursuant to Section 2270.001, Texas Government Code:

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

THIS FORM MUST BE RETURNED WITH YOUR RFP

Please attach the 1295 Form

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

[1295 Filing Info](#)

THIS FORM MUST BE RETURNED WITH YOUR RFP

TEXAS OPEN RECORDS ACT AND CONFIDENTIALITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCRIMINATION: In order to encourage fair employment practices, the Proposer agrees as follows: 1.) Proposer will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion,

handicap, or national origin; 2) in all solicitations or advertisements for employees, the Proposer will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the Proposer will furnish such relevant information and reports as requested by the County for the purpose of determining compliance with these regulations; and 4) failure of the Proposer to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part as a result thereof.

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

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

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

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

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

Grounds for protest

1. Errors were made in computing the score.
2. The County failed to follow procedures established in the RFP, the Purchasing policy on acquisitions or applicable state or federal laws or regulations.

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

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

1. Information about the protesting Proposer; name of firm, mailing address, phone number and name of individual responsible for submission of the protest.
2. Information about the acquisition and the acquisition method.
3. Specific and complete statement of the County's action(s) being protested. 4. Specific reference to the grounds for the protest.
5. Description of the relief or corrective action requested.
6. For protests to the Protest Committee, a copy of the Purchasing Department's written decision on the protest.

Review Process:

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

Final Determination:

The final determination shall:

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

Protest Committee Review Process:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

USAGE REPORTS: Cameron County reserves the right to request, and receive at no additional cost up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this RFP. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by

Cameron County department with a description, of each item purchased, including the manufacturer, quantity of each item purchased, the per unit and extended price of each item purchased, and the total amount and price of all items purchased.

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

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

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

Proposers may not limit or exclude any implied warranties.

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

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

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

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

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

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

APPLICABLE LAW

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

END OF RFQ # 1220