



## Request for Proposals (RFP)

**RFP 2016-53**

***Webb County Youth Village Surveillance Camera Project***

**Due: December 18, 2015 before 2:00p.m.**

### Public Notice

Notice is hereby given that Webb County is currently accepting sealed Request for Proposals (RFPs) for the Webb County Youth Village Surveillance Camera Project. All RFPs are subject to the Terms, Conditions, & Provisions, of this RFP package.

The accompanying price schedule(s), terms, conditions, provisions, specifications, and all other forms in this RFP package are ***due before 2:00p.m. (Central time), on December 18, 2015***. RFPs Received after the due date and time will not be accepted. All RFPs will be formally opened and read publicly at **2:00pm on December 18, 2015** at the Webb County Clerk's Office located at 1110 Victoria-Suite201, Laredo, TX 78040.

*A mandatory pre-proposal meeting will be held December 8, 2015 at 1:00p.m. at the Webb Youth Village located at: 111 Camino Nuevo Rd., Laredo, TX 78043 (HWY 359)*

Copies of this RFP package are available on our website:

<http://www.webbcountytexas.gov/PurchasingAgent/SolicitationAnnualContracts/>

**Please submit one (1) original RFP package in a sealed envelope and (7) copies clearly marked:**  
***RFP 2016-53 Webb County Youth Village Surveillance Camera Project***

**Please Mail or Hand Deliver RFPs to:**

**Webb County Clerk's Office  
1110 Victoria-Suite 201  
Laredo, TX 78040**

### 1.0 Conditions

- a. All RFP quotations must be submitted with specification forms included in this RFP package. Webb County will not accept price schedules that are submitted on forms other than those furnished in this RFP package.
- b. Webb County reserves the right to hold all RFPs for a period of thirty (30) days from the date of the RFP opening, without taking action thereon.
- c. Webb County reserves the right to reject any and all RFPs, to waive defects and formalities in such RFPs, and to award a contract to the vendor which it considers has submitted the RFP with the overall best value.
- d. Webb County reserves the right to select a primary and secondary vendor, and or to select multiple vendors for this contract.
- e. It is a requirement of the Vendor to acquaint fully with the conditions of the specifications. The failure or omission of any Vendor to examine any form, instrument, or document shall in no way relieve him from any obligation of this RFP invitation.
- f. Vendor must fill out all portions of the RFP unless otherwise stated in the RFP package.

## **2.0 Scope of Work & Specifications for the Webb County Youth Village Surveillance Camera Project (Detention Facility)**

*The Following is an explanation of the work and equipment involved and its purpose for the Youth Village Detention Center.*

### **The Goal of this project:**

Convert all cameras from analog to digital, add cameras to all blind spots, and change any cabling and equipment necessary to complete this goal. All equipment and cabling must be integrated with our current system. (Replacement of obsolete equipment to complete this goal will be necessary)

### **The Total Cost of the Project must include:**

All training, services, equipment, setup, labor, customized programming of Touch Panel (Based on Indusoft Source Code)\*\*, cost of management/planning labor, setup of software/training, cabling, lift rental, monitors, TV monitoring mounting, NVR's, UPS's, POE Cisco network switches, Bosch controller, Conduit for cabling, wall plates, Setup of Video Software for Recording, etc.

\*\*Proper Installation, Testing, Programming and Training (Where needed) will be required on all Components Integrated to the Control Room Touch Panel, the Joy Stick-Compact Allegiant Keyboard RS-485, the Bosch Video Display UML-170-90 Monitor, Jeron 43S5 Administrative Master Station, the Allegiant Video Matrix (Current Matrix will need to be exchanged by Vendor), Jeron Spectrum 430 Plus Digital Intercom, Telecor Amplifier, Quam Paging Speaker, Jeron master Intercom, Jeron Digital/Analog Line Card, Jeron Central Exchange, Jeron paging Interface, Jeron Intercom Substation Jeron Administration Program Software, Omron CPU and any other equipment that must be Integrated, should be included in the Quote.

### **Integration of all Existing Equipment:**

Southern Steel Detention Doors, Telecor Paging System, Telecor Amplifier, Bosch Allegiant Joy Stick, Bosch Allegiant Controller, Omron Controller Locks System, Output/Input Modules, Jeron 430 Plus Digital Intercom Board, Jeron Intercoms, Jeron Central Exchange, Sally Port Overhead Doors, and all the equipment listed on the Manufacturers Reference List.

### **Dimensions:**

The area to be covered is 30 feet height by 325 feet length by 200 feet width. All cameras must be accessible from our current Touch Panel Monitoring Software - Indusoft Web Studio. This current Monitoring Software must be bridged with the new Bosch Video Management System software to connect the new digital video recorders.

Notes to Vendor:

- Vendor must be willing to work with purchase orders and partial payments
- Vendor must provide and update Detention Equipment and Security Electronics Operation and Maintenance Manual
- Old and New Source Code, All Manuals and Software will stay as the property of Webb County Juvenile Department.
- A Manufacturer's Contact List will be provided
- A Manufacturer's Parts Reference List will be provided
- A Current Camera List of the Youth Village Detention Area will be provided
- Standards for Juvenile Facilities Supervision and monitoring will be provided
- Vendor must be Bosch Certified on the Bosch Equipment to be worked on
- Vendor must have Certification by The Department of Homeland Security SAFETY Act for Electronic Security Services
- Vendor must have Experience on Jeron Intercom System and 4690 Administration Program Software
- Vendor must have Experience on OMRON PLC and Software OMRON (Detention Facility Division)
- Vendor must have Experience with Indusoft Web Studio
- Proof of Certification and Experience will be required by Vendor

Additional Equipment and Service to be included:

- Bosch Video Management System v. 5.0
- One Divar IP 7000 2U – Network recorder 32 Ports
- Seven Divar IP Expansion 8 channel ea.
- One Intuikey Series Keyboard
- Five 42" Hi def LCD (Liquid Crystal Display) Monitors (3 – Picket View Area, 2 – Director View Area)
- 71 Bosch Flexidome IP Outdoor 4000 Color Cameras – Vandal resistant
- 16 Bosch PTZ (Pan Tilt Zoom) IP Indoor/Outdoor Cameras
- Two 48 Port POE (Power over Ethernet) Cisco 2960 Network Switch
- Two Rack Mount UPS's (Uninterrupted power supply) - Smart UPS 1500VA LCD RM 2U 120
- Cat 6 Cabling from all cameras to switch
- Conduit stub ups where required including pass thru conduit sleeves
- 1 Camera to be moved from the Top of the Youth Village Juvenile Building to the JJAEP Building and connected at that NVR (Network Video Recorder)
- VGA (Video Graphic Adapter) wiring to be replaced in the Control Room Running to the 2 Video Displays
- A 2<sup>nd</sup> wall rack is needed and is to be provided by the Vendor in the quote
- One Year Parts / Labor Warranty

Current Issues to be resolved:

- Cameras 29 & 30 are not recording on motion (DVR would need to be replaced to resolve this issue).  
Upstairs / PTZ (Pan-Tilt-Zoom) Camera's sometimes stop moving (Need to reset controller – Sometimes resetting the controller does not take care of the issue – The Controller would need to be replaced to resolve this issue).
- The new PTZ (Pan-Tilt-Zoom) cameras will have True day/night switching this will maintain a sharp focus under all lighting conditions.
- When the Youth Village Building first opened we were able to go back up to 3 months of video – At the current time we can only go back to a timeframe of less than 20 days (A Hard Drive on one of the recorders has gone bad and can no longer be fixed without replacing equipment) Disk Space will allow us to keep recordings for a longer period of time on the NVR's. Estimated timeframe by the new Terabyte Disk Storage will be at least 6 months of video on all Cameras.
- Analog Camera's are being phased out along with the current recorders (DVR's – Digital Video Recorders) and are being replaced by Digital Camera's and NVR's (Network Video Recorders)
- The current UPS's (uninterrupted power supply) are out and need to be replaced in order for constant recording to continue during a power outage.

Specialty work:

Cameras will require a lift to access them to reach to 30-40 feet height.

Additional Cameras may require drilling through cement.

Replacement of all cabling must be done to connect the Digital Camera's to the NVR's (network video recorders).

\*\*Programming of the Touch Panel Monitoring System

The current cameras must be removed carefully for future use. The current cameras will be used at Probation, JJAEP and the new Drug rehab center.

**3.0 Scoring Criteria:**

**Proposals submitted by vendors will be scored according to the criteria below.**

**Experience: 50%**

Please provide a detailed listing of related projects worked on in the past by your company. Please provide a reference (include phone number and email for each reference) for each project. Please provide a list of certifications your company and/or employees currently hold.

**Price: 30%**

Please state your price (price must include all labor hours for all employees working on this project (to include after-hours/holidays/weekends, materials, equipment, and service

**\* Please note. Webb County cannot pay for items not stipulated in this Request for Proposal. \*\*\***

State your price \$\_\_\_\_\_.

Price in written form: \_\_\_\_\_

**\* Please include a form of itemized charges that make up your total your price (must be included in your proposal package).**

**Commitment to Service: 20%**

Selected vendor must make a commitment to service and prioritize the Webb County Youth Village during the duration of the project and after its competition. Additionally, the vendor selected must commit to maintain and repair any of the components connected to the integrated system.

Is your company willing and able to commit to service and prioritize the Webb County Youth Village?

\_\_\_\_\_

How long does your company anticipate it will take to complete this project?

\_\_\_\_\_

What are your hours of operation?

\_\_\_\_\_

**Signature:** \_\_\_\_\_ **Print:** \_\_\_\_\_ **Title:** \_\_\_\_\_

#### **4.0 Additional Terms, Conditions, & Provisions**

**Purchase Orders:** Vendor must have a purchase order before making a delivery. Purchase Orders will be issued for each department authorized to place an order against the annual contract. The Purchase Order will list the individual items and or services along with the price.

**Invoices:** all Original invoices must include invoice number, invoice date, purchase order #, and corresponding department. All items must show a clear description of items purchased, and quantities ordered.

To ensure prompt payment all **ORIGINAL** invoices must be mailed or hand delivered by the vendor to the following address:

**Webb County Purchasing Dept.  
c/o Accounts Payable  
1110 Washington, Suite 101  
Laredo, TX 78040**

**Unit Price:** Unit prices shall be shown and where there is an error in extended price, the unit price, shall govern.

**Taxes:** Vendor shall not include Federal Taxes or State of Texas Limited Sales Excise and use taxes in RFP prices. The County of Webb is exempt from payment of such taxes. A signed exemption certificate will be available upon request.

**Substitutes:** Item substitutes must be authorized by ordering department, and must be billed at contracted price. Substitute items must be equal to or greater.

**Capacity:** Vendor must prove beyond any doubt to the County that they are duly qualified, and capable to fulfill the specifications and scope of work herein listed.

**Delivery:**

Delivery to be made within 24 hours from request

**Contract:**

The county reserves the right to award the contract to the vendors with the lowest price and/or overall Best Value. The county may award contracts to various vendors depending on geographic location within Webb County or other criteria. A signed award letter is required for a valid contract.

**Award of RFP:**

Vendors must submit a price on all items in each section, quantities listed are best estimates actual quantities to be purchased may exceed or may be lower than quantities specified. If vendor is unable to price a particular item, please provide a written explanation.

**Availability of Funds for Next Fiscal Year:**

Funds are not presently available for performance under this contract beyond September 30, 2016. The County's obligation for performance of this contract beyond this date is contingent upon the availability of appropriated funds from which payment for the contract purposes can be made. No legal liability on the part of the County for payment of any money for performance under this contract beyond September 30, 2016 shall arise unless and until funds are made available to the Purchasing Agent for such performance and notice of such availability, to be confirmed in writing by the Purchasing Agent, is given to the contractor.

**Payment of Bills:**

It is hereby requested by the Webb County Commissioner's Court that all vendors submit requests for payment within 90 days after the providing of goods and/ or services to the County. This practice will allow your payment request to be processed efficiently and will expedite payment to you.

**Delinquent Taxes:**

All vendors seeking to do business with Webb County must owe no delinquent taxes to the County. Attestation of owing no delinquent taxes will be required. If a vendor owes taxes to Webb County, those taxes should be paid before submitting a RFP/proposal.

**References:**

Webb County requires proposer to supply with this proposal, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative

**Legibility:** Proposals must be legible and of a quality that can be reproduced.

**FOB Destination:**

All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, the title and risk of loss of goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

***Additional Terms, Conditions, & Provisions Continued***

**Estimated Quantities:**

The estimated quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the proposal. The County will order on an as needed basis.

**Statements:**

No oral statement of any person shall modify or otherwise change, or affect the terms conditions, plans and/or specifications stated in the various proposal packages and/or proposal instructions/ requirements.

**Pricing:** Pricing provided in the RFP by the vendor **must remain constant** for the duration of the contract, and all prices must be rounded to the nearest cent. All charges, surcharges, fees, and all costs associated with shipping must be reflected in the price. Webb County will not pay charges that are not stipulated in our contracts.

**Other Fees, Charges, Surcharges:** Webb County does not pay for, Overtime charges, Fuel Charges, Rental fee, Travel Fees and or surcharges for entities located out of town, or any other fees that are not stipulated in the contract.

**Quote Fees:** If a vendor is providing an estimate for work not under contract, the vendor must identify the estimate fee prior to diagnosing. A purchase order will be necessary if a fee will be applied to quotes and or estimates.

**Termination:** The County of Webb may terminate their participation in this contract upon thirty (30) Days written notice.

**Ethics:** The proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, of the Webb County Purchasing Department.

**Proprietary Information:**

All materials submitted to the County become public property and are subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

**Furnished Forms:** All prices should be submitted on furnished forms. Prices submitted on forms other than those provided by Webb County will not be considered.

**Open Market:** If awarded vendor cannot provide the items under this contract, or abide by the terms & conditions of this contract, The County reserves the right to purchase items from the open market, and or terminate the contract upon a 30 day written notice to the vendor.

**Specification Clarification:** If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications, or other proposal documents or any part thereof, they may submit to the Purchasing Agent on or before 5 days prior to the closing date of the Bid/RFP/RFQ a request for clarification. Changes and or clarifications to the specifications will be done in the form of an addendum. The addendum will be posted on the Webb County website ([www.webbcountytx.gov](http://www.webbcountytx.gov)), and emailed to the vendors that are on the Webb County vendor list. Questions may also be submitted 5 days prior to the closing date of the RFP/RFP/RFQ, and will be answered, and posted on the Webb County website.

**5.0 Vendor Information Form**

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

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

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature of Person Authorized to Sign RFP:

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Printed Name)

\_\_\_\_\_

(Title)

Vendor to indicate status as to: "Partnership", "Corporation", "Land Owner", etc.

\_\_\_\_\_

\_\_\_\_\_

(Date)

**IMPORTANT**

Vendor must complete this RFP document in its entirety in order for it to be valid

**6.0 PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY**

This is to certify that \_\_\_\_\_ owes no delinquent property taxes to Webb County.

\_\_\_\_\_ owes no property taxes as a business in Webb County.(Business Name)

\_\_\_\_\_ owes no property taxes as a resident of Webb County.(Business Owner)

\_\_\_\_\_  
Person who can attest to the above information

**\* SIGN DOCUMENT AND PROVIDE PROOF OF NO DELINQUENT TAXES TO WEBB COUNTY.**

## Webb County

### 7.0

### Conflict of Interest Disclosure

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Webb County no later than the 7<sup>th</sup> 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 questionnaire may be viewed and printed by following the link before:

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Webb County Officials who come within Chapter 176 of the Local Government Code relating to filing of Conflict of Interest Questionnaire (Form CIQ) include:

1. Webb County Judge Tano Tijerina
2. Commissioner Frank Sciaraffa
3. Commissioner Rosaura Tijerina
4. Commissioner John Galo
5. Commissioner Jaime Canales
6. Judge Joe Lopez, Chairman, 49<sup>th</sup> Judicial District
7. Judge Becky Palomo, 341<sup>st</sup> Judicial District
8. Judge Monica Notzon, 111<sup>th</sup> Judicial District

Please send completed forms to the Webb County Clerk's Office located at 1110 Victoria, Suite 201, Laredo, Texas 78040.

**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 in this section is being disclosed.

\_\_\_\_\_  
Name of Officer

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

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

Yes       No

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

Yes       No

C. Is the filer of this questionnaire employed by 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?

Yes       No

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

**4**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 8/7/2015

**8.0 CERTIFICATION**

**REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

**PART A.**

Federal Executive Orders 12549 and 12689 require the Texas Department of Agriculture (TDA) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the TDA may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the TDA, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract?

Yes

No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the TDA may pursue available remedies, including suspension and/or debarment.

**PART B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered potential contractor:

The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.

The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

\_\_\_\_\_  
Name of Contractor/Potential Contractor

\_\_\_\_\_  
Vendor ID # or Social Security #

\_\_\_\_\_  
Program #

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

**9.0 CERTIFICATION REGARDING FEDERAL LOBBYING**  
**(Certification for Contracts, Grants, Loans, and Cooperative Agreements)**

**PART A. PREAMBLE**

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances.

**PART B. CERTIFICATION**

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact the Texas Department of Agriculture to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction?

- Yes  
 No

<b>Name of Contractor/Potential Contractor</b>	<b>Vendor ID No. or Social Security No.</b>	<b>Program No.</b>

<b>Name of Authorized Representative</b>	<b>Title</b>

\_\_\_\_\_  
Signature – Authorized Representative

\_\_\_\_\_  
Date

**10.0**

NOTICE TO ALL RFPDERS

The Texas Workers' Compensation Commission has adopted Rule 110.110 effective with all RFPs advertised after September 1, 1994 and these changes affect your RFP on this project.

The TWCC has stated that it is aware that statutory requirements provided for workers' compensation insurance coverage is not being met. Rule 110.110 is designed to achieve compliance from both contractors and governmental entities... This affects both of us on this project.

Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. This affects your subcontractors.

Therefore, the attached is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your RFP in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a RFP could result in your RFP being declared non-responsive.

According to TWCC, "This rule does not create any duty or burden on anyone which the law does not establish." Therefore, the county should not experience any increase in cost because of the need to comply with the Texas Worker's Compensation laws.

Leticia Gutierrez  
Webb County Interim Purchasing Agent



## CHECK LIST

**This check list is required for all RFPs, Requests for Proposals (RFPs), & Requests for Qualifications (RFQs). Please check off each item that applies.**

- Is RFP Package being submitted within due date & time?
- Is the name and address of the RFPder on the top left hand side of envelope
- Is the RFP number, RFP title, and due date written on the outer part of a sealed envelope?
- Have Specifications been reviewed?
- Have Terms, Conditions, & Provisions been reviewed?
- Has unit pricing for all items been provided in furnished forms (if applicable)?
- Has extended pricing been calculated (if applicable)?
- Have grand totals been provided and reviewed for accuracy (if applicable)?
- Has Vendor Information Form been filled out and signed?
- Has Proof of No Delinquent Taxes (Business or Property) Form been filled out and signed
- Has Conflict of interest questionnaire been filled out and signed?
- Is Certification Regarding Debarment (Form H2048) included?
- Is Certification Regarding Federal Lobbying (Form H2049) included?
- Is a copy of Liability Insurance and Worker's Compensation Certificate included?

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Signature of person completing RFP.