



**DARLOU ZENOR
PURCHASING AGENT
MONTGOMERY COUNTY**

501 N. Thompson
Suite 405
Conroe, Texas 77301

(936) 538-3569
(281) 354-5511 ext 3569
FAX: (936) 760-6976

03/10/2011

Sealed proposals will be received in the Montgomery County Purchasing Department, Attn: Darlou Zenor, Purchasing Agent, 501 N. Thompson, Suite 405, Conroe, Texas 77301 until 2:00 p.m., 04/11/2011. Proposals will be publicly opened and respondents' names read aloud at 2:15 p.m. for the following:

**PROJECT #2011-0053
REQUEST FOR SOLICITATION(S)/QUALIFICATION(S) FOR MANAGED
ASSIGNED COUNSEL – INDIGENT DEFENSE
DO NOT OPEN IN MAIL ROOM**

Any questions relating to the scope of work should be directed to Cara Wood, 284th District Court Judge, (936) 539-7861.

Any questions relating to the submission of proposal or specifications should be directed to Jorge Ardines, Assistant Purchasing Agent, (936) 539-7917.

The right is reserved as the interest of Montgomery County Commissioners' Court may require, rejecting any one or all proposals and to waive any informality in proposals received. All proposals received after the above designated closing time will be returned unopened.

Payment shall be made in accordance with specifications. Pricing and other evaluation factors will be taken into consideration as set forth in the request for proposal.

Montgomery County is an Affirmative Action/Equal Opportunity Employer.

Your consideration of this proposal request is appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Darlou Zenor".

Darlou Zenor
Purchasing Agent

DZ/ja
Enclosures

MONTGOMERY COUNTY, TEXAS

County Judge

Precinct #1 Commissioner

Precinct #2 Commissioner

Precinct #3 Commissioner

Precinct #4 Commissioner

WHEREFORE, premises considered, County hereby executes this agreement on the _____ day of _____, 20__.

ACCEPTED BY BIDDER/OFFEROR:

Printed Name

Signed Name

(If this contract is with a corporation, it must be executed by an officer thereof hereunto duly authorized, and the seal of the corporation impressed.)

WHEREFORE, premises considered, Bidder/Offeror hereby executes this agreement on the _____ day of _____, 20__.

FUNDING OUT

It is expressly understood and agreed that County has available the total maximum sum of funds hereinafter certified available by the County Auditor of County for the purposes of satisfying County's obligations under the terms and provisions of this agreement; that notwithstanding anything to the contrary or that may be construed to the contrary, the liability of County is limited to said sum, plus additional amounts of funds from time to time certified available for the purpose of satisfying the County's obligations under the terms and provisions of this agreement, the sole and exclusive remedy of Bidder/Offeror shall be to take possession of any goods or materials and to terminate this agreement.

AUDITOR'S CERTIFICATION

I do hereby certify that funds are available sufficient to pay the obligation of Montgomery County under and within the foregoing Agreement.

County Auditor
Montgomery County, Texas

Date

PROPOSAL PACKAGE CHECK LIST

Items checked below represent components which comprise this Proposal Package. If the item is not designated on the left side of the form by Montgomery County, it is not applicable to this proposal. Proposers are asked to review the Package to ensure that all applicable parts have been included. If any portion of the Package is missing, notify Montgomery County Purchasing Department at (936) 539-7980.

It is the proposer's responsibility to be thoroughly familiar with all Proposal Requirements and Specifications.

Proposer must check the right-hand column when task is completed. Submit this form with the appropriate proposal documents with Proposal Package.

- | | | | |
|--------------|----|--|-------|
| <u> X </u> | 1. | <u>PROPOSAL FORM(S)</u> | _____ |
| | | Must be completed and signed in ink. Failure to do so will cause proposal(s) to be rejected. | |
| _____ | 2. | <u>RESIDENCE CERTIFICATION</u> | _____ |
| | | Must be completed and signed in ink. | |
| _____ | 3. | <u>BID BOND REQUIREMENTS</u> | _____ |
| | | This Bond applies to certain proposals as stated in Montgomery County Terms and Conditions. | |
| <u> X </u> | 4. | <u>FINANCIAL AND QUALIFICATIONS STATEMENT</u> | _____ |
| | | Proposer must submit with Proposal Package, when this information is required. | |
| <u> X </u> | 5. | <u>GENERAL REQUIREMENTS AND TERMS</u> | _____ |
| | | Proposer should be familiar with all General Requirements and Terms. | |
| <u> X </u> | 6. | <u>SUBMITTING PROCEDURE</u> | _____ |
| | | Sealed envelope containing proposal documents must be marked with the following: contractor/company name, opening date, project number, and project title. | |

THE FOLLOWING ITEMS APPLY ONLY TO THE PROPOSER WHO HAS BEEN AWARDED THE PROJECT:

7. **TEST REPORTS**

If awarded contract, Test Reports must be submitted, if applicable.

8. **MATERIAL SAFETY DATA SHEETS**

If awarded contract, Material Safety Data Sheets must be furnished, if applicable.

9. **PERFORMANCE BOND REQUIREMENTS**

This Bond applies to proposals that will exceed the sum of \$100,000.00 as stated in the Montgomery County Terms and Conditions.

10. **PAYMENT BOND REQUIREMENTS**

This Bond applies to proposals that will exceed the sum of \$25,000.00 as stated in the Montgomery County Terms and Conditions.

INSURANCE INFORMATION:

11. **WORKERS' COMPENSATION INSURANCE**

Please check the right-hand column if you can furnish Montgomery County with workers' compensation insurance. This is required on all public works projects.

12. **GENERAL LIABILITY AND AUTO INSURANCE**

Please check the right-hand column if you can furnish Montgomery County with general liability and auto insurance for this project.

13. **IF THE COUNTY HAS DONE BUSINESS WITH YOUR COMPANY WITHIN THE PAST YEAR AND ALL APPROPRIATE INSURANCE IS ON FILE AT THIS TIME, PLEASE CHECK THE RIGHT-HAND COLUMN.**

MONTGOMERY COUNTY
Request for Solicitation(s)/Qualification(s)
For Managed Assigned Counsel

Montgomery County is requesting solicitation(s)/qualification(s) proposal(s) for services for a Managed Assigned Counsel for individuals with Mental Illness, to provide legal services in support of a Managed Assisted Counsel Office.

NUMBER OF COPIES

Three sets (1 original and 2 copies) of the proposal shall be submitted. Original proposal shall be clearly marked "ORIGINAL" and contain all original signatures.

PROPOSAL FORMAT

To achieve a uniform review process, and to obtain a maximum degree of comparability, it is required that proposals be organized in the following manner with tabs separating each section:

- Section I.** Provide a title page - Show the RFP/Q subject, the company name, the address, telephone number, fax number, and e-mail address. **THE TITLE PAGE MUST BE SIGNED BY AN OFFICER OF THE COMPANY.** (Provide as Section I)
- Section II.** Provide information regarding company, if appropriate, such as number of employees, number of years in business, how many people would be available for the project, etc. (Provide as Section II).
- Section III.** Provide a minimum of five (5) references for similar services for local government agencies and/or other entities within the last three (3) years. Vendors are required to provide pertinent information regarding current references. (Provide as Section III)
- Section IV.** Provide any additional information which may be pertinent to the RFP/Q, such as but not limited to all associated cost and fees for performances of said services. (Provide as Section IV)
- Section V.** Provide any information concerning company's financial stability and performance. (Provide as Section V)

PROPOSERS MUST COMPLETE PROPOSAL ON THE FORMS PROVIDED BY MONTGOMERY COUNTY FOR THOSE ITEMS WHICH ARE INCLUDED IN THE PROPOSAL. PRIOR APPROVAL FROM Jorge M. Ardines, 936-539-7917, MONTGOMERY COUNTY PURCHASING DEPARTMENT MUST BE OBTAINED BEFORE SUBMISSION OF VENDOR'S OWN FORMS. FAILURE TO ACQUIRE PRIOR APPROVAL MAY DISQUALIFY SUBMITTED PROPOSAL.

TERM OF CONTRACT

This contract will commence upon the award by Commissioners' Court or after the expiration date of the current contract and will expire one (1) year from that date. All pricing must be firm during the contract.

RENEWAL OPTIONS:

Upon mutual agreement between Montgomery County and the Vendor, before the expiration date of the initial term of the contract, this contract may be renewed for an additional one year period and likewise renewed annually thereafter for up to **three (3)** renewal periods. Renewal shall be subject to all terms, conditions, requirements, and specifications as listed herein, unless specifically noted and agreed to by both parties.

Cancellation notice - If problems arise and/or services provided are not to the County's satisfaction during the term of the contract, Montgomery County, Texas, reserves the right to cancel the contract at any time. The contract will expire thirty (30) days from the date of the letter of notification.

ADDITIONAL SOLICITATION PROPOSAL SUBMISSION INFORMATION

Montgomery County will not be liable for any cost incurred in the preparation of proposals.

The proposer(s) shall furnish Montgomery County with any additional information which may be required. Any solicitation proposal submitted without all of the requested information will be considered non-responsive.

Montgomery County reserves the right to conduct interviews regarding any solicitation proposal submitted prior to selection.

No solicitation proposal may be withdrawn within the first ninety (90) calendar days after opening, without the permission of Montgomery County.

Montgomery County reserves the right to reject any and all proposals, and reserves the right to seek new solicitation proposals if in the best interest of the county.

All solicitation proposals submitted shall become the property of Montgomery County. Proposals shall be opened and kept confidential during the process of negotiations so as to avoid disclosure of the contents. Any material that is to be considered as confidential in nature must be marked as such and will be treated as confidential by Montgomery County to the extent allowable in the **Government Code, Chapter 552., Public Information Act.**

Upon acceptance and approval by Commissioners' Court, this proposal and its contents, become part of the contract between Montgomery County and the awarded vendor for the period designated.

If applicable, contracts will not be awarded to any party that has been debarred, suspended, excluded or ineligible for participation in federal assistance programs.

If applicable, in the event an awarded party or their subcontractor(s) become debarred, suspended, excluded or ineligible for participation in federal assistance programs after award of contract, the awarded contract shall be cancelled without notice.

No addendum will be issued three (3) days prior to bid opening unless otherwise approved by the Purchasing Agent.

EVALUATION/SELECTION CRITERIA AND PROCEDURES

Solicitation proposal(s)/qualification(s) will be evaluated using all items of consideration as detailed within this document. In addition, pricing and the needs of the using department will also be an evaluation factor.

Pricing must be all inclusive, with no additional charges for shipping, handling, delivery or any other charge not specifically set out and agreed to by the County.

When inquiring about a proposal, please state Project #2011-0053.

Any questions relating to the scope of work and submission of solicitation proposal should be directed to:

Jorge M. Ardines

Montgomery County Purchasing

Phone (936) 539-7917

Fax (936) 760-6976

jorge.ardines@mctx.org

NOTE: "ANY MATERIAL REQUESTED TO BE CONSIDERED AS CONFIDENTIAL IN NATURE MUST BE PLACED IN A SEPARATE ENVELOPE CLEARLY MARKED CONFIDENTIAL; PROVIDED, SUCH MATERIAL WILL BE TREATED AS CONFIDENTIAL BY MONTGOMERY COUNTY ONLY TO THE EXTENT ALLOWABLE IN THE GOVERNMENT CODE, CHAPTER 552 OF THE PUBLIC INFORMATION ACT AND EXCEPT WHERE REQUIRED BY COURT WITH COMPETENT JURISDICTION TO RELEASE INFORMATION. IF ITEMS ARE NOT PLACED IN AN ENVELOPE AND MARKED CONFIDENTIAL, MONTGOMERY COUNTY WILL NOT BE LIABLE FOR DISCLOSING THE INFORMATION."

GENERAL REQUIREMENTS

The Montgomery County Commissioners' Court and the applicable judicial officers hereby solicit proposal(s)/qualification(s) for appointment as the Montgomery County Managed Assigned Counsel for Individuals with Mental Illness, upon the following terms and conditions:

STATEMENT OF WORK

To provide legal services in support of a Managed Assisted Counsel Office that will provide representation in court for Montgomery County indigent defendants with documented mental illness.

Background

Montgomery County desires to solicit proposal(s)/qualification(s) from nonprofit corporations meeting the minimum professional qualifications for the purpose of providing legal services in support of the establishment of a managed assigned counsel office.

The Montgomery County Private Managed Assigned Counsel Office will be responsible for representation of all indigent individuals with documented mental illness formally charged with offenses who are appointed counsel.

Who May Apply?

Respondents are limited to nonprofit corporations engaged in the practice of law or are able to coordinate the provision of services with qualified individuals able to provide legal services under this program.

Minimum Professional Qualifications: To be eligible for appointment as a managed assigned counsel office, the nonprofit must employ a Managing Attorney who:

- 1) Is a member of the State Bar of Texas;
- 2) Has practiced law for at least three years; and
- 3) Has substantial experience in the practice of criminal law.

Solicitation/Qualification Proposal Requirements

Proposals to operate a Managed Assigned Counsel Office must include descriptions on how the proposer will meet the following:

1. Hiring the following staff who will be supervised by the managing attorney (including job descriptions for all positions as well as that for the managing attorney):
 - a. A licensed clinician who will provide mental health assessments and in-jail services to indigent mentally ill defendants who are not eligible for bond,
 - b. An administrative assistant to assist in documenting the program and the managed assigned counsel wheel activities, and

- c. A maximum of two caseworkers and a maximum two field workers who will provide mental health case management services to indigent mentally ill defendants who are eligible for bond;
2. Collaborating with jail staff to insure access to clients, both for mental health in-jail services and for video conferencing with attorneys;
3. Collaborating with Tri-County Services concerning field case work and video conferencing from the Psychiatric Emergency Treatment Center;
4. Developing criteria and caseload standards for private attorneys to serve as attorneys of record for those individuals who qualify for services under the Fair Defense Act (Caseload standards must use standards used by other states and nationally recognized standards.);
5. Managing a “wheel” for the selected attorneys (minimum of 12 attorneys);
6. Providing training to the selected attorneys and other interested attorneys;
7. Collaborate with Tri-County Services to develop a curriculum for training attorneys;
8. Developing a timeline for disposition by case type and monitoring attorneys’ time in accordance with the model timeline in order to approve compensation;
9. Monitoring job performance and conducting evaluations based upon developed criteria for the selected attorneys and staff;
10. Monitoring the caseloads of the selected attorneys;
11. Reviewing billing from the selected attorneys to be paid by Montgomery County through established procedures and before being submitted to judges for payment;
12. Providing progress and expenditure reports to the oversight board appointed by the Board of Judges, to the Commissioners Court and to the Task Force on Indigent Defense;
13. Insuring that client privileged communications are maintained;
14. Providing statistical information as required for research regarding recidivism and videoconferencing;
15. Creating a resource guide regarding mental health services available to Montgomery County residents for use by the courts, caseworkers and other mental health professionals; and
16. Developing a budget including overhead costs - Montgomery County will initially provide at least 2000 square feet of office space, phones, furniture and other items listed in Attachment A.

In addition, a proposal should reasonably demonstrate how the proponent will provide adequate quality representation for indigent defendants.

Special Considerations

Prior to receiving funds from the County for this project, the Managing Attorney must agree to abide by any indigent defense plans developed under Government Code 71.0351 and Chapter 51 of the Family Code promulgated by the Judges hearing criminal of juvenile matters, contractual agreements or grant award conditions approved by Commissioners’ Court.

The Montgomery County Managed Assigned Counsel Office may be abolished at any time by the Montgomery County Commissioners’ Court.

The request for solicitation proposal and any resulting contract shall be implemented in accordance with Code of Criminal Procedure Chapter 26.

GENERAL PROVISIONS

SCOPE OF CONTRACT – REQUIRMENTS: If a proposal by a nonprofit corporation is accepted, the proposer shall submit an annual estimated budget for the services provided and a first year cost estimate. Upon acceptance of a proposal by the Montgomery County Commissioners’ Court from a nonprofit corporation, and issuance of Contract Award by Montgomery County, Proponent shall be obligated with all Terms and Conditions, and General Provisions contained herein. Actual requirements will be stated through written approval of work plan(s) submitted by proponent.

CHANGES: Montgomery Count may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:

- (a) Description of the services to be performed;
- (b) Time of performance (i.e. hours of day, days of week, etc.)
- (c) Place of performance of the services
- (d) Correction of errors of a general administrative nature or other mistakes, the correction of which do not affect the scope of the contract, or does not result in expense to the Contractor.

If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order Montgomery County shall make an equitable adjustment in the contract price, the delivery schedule or both and shall modify the contract.

ADDENDA

Acknowledge receipt of the following Addenda:

Addendum #1 _____	Date _____	Addendum #3 _____	Date _____
Addendum #2 _____	Date _____	Addendum #4 _____	Date _____

COMPANY NAME

**MONTGOMERY COUNTY
REQUEST FOR PROPOSAL
GENERAL TERMS AND CONDITIONS**

**PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY, YOU ARE RESPONSIBLE
FOR FULFILLING ALL SPECIFICATIONS AND REQUIREMENTS.**

1. **COMPLETION OF DOCUMENT:** MONTGOMERY COUNTY is aware of the time and effort you expend in preparing and submitting proposals to the County. Please let us know of any proposal requirements which are causing you difficulty in responding to our proposal. We want to make the process as easy as possible so that all responsible vendors can compete for the County's business.

Fill out completely and return the number of documents specified in the invitation in a sealed envelope properly marked with TITLE OF PROPOSAL AND PROJECT NUMBER, stating, and clearly stating DO NOT OPEN IN MAIL ROOM.

Proposer shall provide with this proposal response, all documentation required herein. Failure to provide this information may result in rejection of proposal.

2. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS:** A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer must meet the following requirements:

- a) have adequate financial resources, or ability to obtain such resources as required;
- b) be able to comply with the required or proposed schedule;
- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

Montgomery County may request representation and other information sufficient to determine proposer's ability to meet the minimum standards listed above.

3. **REFERENCES:** Montgomery County requests proposer to supply, with this Request for Proposals, a list of references where like services have been supplied by their firm. Include name of firm, contact person, address, telephone number and fax number.

4. **AWARD:** The Commissioners' Court of Montgomery County (County) reserves the right to award the contract to the BEST AND MOST RESPONSIBLE

PROPOSAL in accordance with laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one proposer, to reject all proposals or require new proposals if in the best interest of the County. By law, County is not obligated to accept a non-compliant low proposal. County reserves the right to award proposals on the lump sum or "unit price" basis, whichever is in the best interest of Montgomery County.

To obtain results, or if you have any questions, please contact the Purchasing Office at (936) 539-7980.

5. **CONTRACT FULFILLMENT:** The Commissioners' Court of Montgomery County must, by law, award all contracts, and the Commissioners' Court must sign all contracts and agreements before they become binding on the County.
6. **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 the Purchasing Agent and approved by Commissioners' Court.
7. **PRICING:** Prices for services shall be firm for the duration of the contract and shall be stated in the contract. Prices shall be all inclusive, unless specifically approved in writing by the Commissioners' Court. All invoices shall detail services performed and have supporting documentation as required by the County Auditor. Invoices shall be issued for each Purchase Order, must be originals or certified copies of original, and shall be mailed directly to the Montgomery County Auditor, P.O. Box 539, Conroe, TX, 77305.
8. **TERMINATION:** During the term of the contract, County retains the right to immediately cancel any agreement between the parties should services performed by proposer not meet specifications. County also retains the right to cancel the agreement due to budget restraints. In any case, County may terminate any agreement upon thirty (30) days written notice deposited in the United States mail.
9. **PAYMENT TERMS:** Unless otherwise specified by Montgomery County Commissioners' Court, payment terms will be "Net 30" after receipt of product(s), material(s), service(s) or invoice, whichever is later.
10. **RECORDS:** Contractors shall maintain records for one year after project has been accepted by Montgomery County, or any longer term specified in the contract.
11. **FUNDING OUT:** It is expressly understood and agreed that County has available the total maximum sum of funds hereinafter certified available by the County Auditor for the purpose of satisfying County's obligations under the terms

and provisions of the agreement; and notwithstanding anything to the contrary or that may be construed to the contrary, the liability of County is limited to said sum, plus additional amounts of funds from time to time certified available for the purpose of satisfying the County's obligations under the terms and provisions of this agreement. The sole and exclusive remedy of proposer shall be to terminate the agreement.

Funds for payment have been provided through the Montgomery County budget approved by the Montgomery County 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 Montgomery County fiscal year shall be subject to budget approval.

12. **TAXES:** County is a body corporate and political subdivision under the laws of the State of Texas and claims exemption from Limited Sales and Use Tax to the State of Texas, under Texas Tax Code Ann. Section 151.309, as amended. Exemption Certificates will be provided to proposer upon request. County is subject to Federal Excise Tax.
13. **LICENSES:** Proposer is responsible for obtaining and keeping current requisite licenses and permits necessary for the activities under this agreement, including ensuring that any drivers employed by proposer are properly licensed.
14. **ASSIGNMENT:** County shall have the right to sell, transfer or assign, in whole or in part, all of its rights and obligations hereunder. In such event and upon the assumption of such transfer of County's obligations hereunder, no further liability or obligation shall thereafter accrue against County. The successful proposer shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Montgomery County Commissioners' Court or appointed agent.
15. **NOTICE:** All notices required hereunder shall be deemed to have been properly given when made in writing and sent by mail with adequate postage in the United States mail.
16. **WAIVER:** The failure of either Party hereto, in any or more than one instance, to insist upon the performance of any term, covenant, or condition of this RFP/Q or the contract or to exercise any right or privilege, or the waiver by either Party of any breach of any of the terms, covenants, or conditions of the agreement, shall not be construed as thereafter waiving that or any other such term, covenant, condition, right or privilege, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

17. **TEXAS LAW:** The contract will be governed and construed according to the laws of the State of Texas and is performable in Montgomery County, Texas. The successful proposer and Montgomery County agree that both Parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
18. **COMPLIANCE WITH LAW:** The contract and all services performed thereunder must comply with all federal, state, county and local laws concerning the same types of services.
19. **TORT CLAIM:** The County shall be responsible only for the acts or failure to act of its own employees, agents, or servants; provided, however, such responsibility shall be subject to the terms, provisions and limitations of the Constitution and Laws of the State of Texas, particularly the Texas Tort Claims Act. In no event will the County be held to waive any immunity, defense or liability cap available to it by law.
20. **INDEMNIFICATION:** The Parties agree that under the Constitution and Laws of the State of Texas, the County cannot enter into a contract whereby it agrees to indemnify any other Party; therefore, all references of any kind to the County indemnifying, holding or saving harmless for any reason whatsoever is of no effect.

Proposer agrees to defend and indemnify the County and all of its officials, employees, agents and invitees from and against all claims, demands, actions, damages, losses and expenses, including court costs and reasonable attorney's fees, and any and all loss, damage, injury, or death arising out of or in connection with and during the performance of services under the contract and pursuant to this RFP/Q. Proposer is to maintain sufficient insurance coverage on its personnel and property, and require its subcontractors to maintain sufficient insurance to cover the above eventualities.

A report of any loss, damage, injury or death to any person or property in any way arising under this agreement shall be sent by certified or registered mail to the County Attorney's Office within ten (10) days from an event. Such written report shall be a full and complete account of the incident.

In addition, proposer represents and warrants unto County that the use or construction of any and all tools, equipment, products, or services furnished by proposer or used by proposer in the performance of services under the contract shall not infringe upon any patent or license which has been issued or applied for; accordingly, the proposer shall indemnify and hold County harmless from and against any and all claims, demands, and causes of action of any kind and character in favor of or made by any

patentee, licensee, or claimant of any right or priority to any such tool, equipment, product or service.

- 21. SPECIFICATIONS:** In the event any conflict arises between specifications of the RFP/Q, the proposal or the final approved Contract, the specifications of the RFP/Q shall rule and take precedence, unless specifically indicated and approved in writing by the County.

The apparent silence of these RFP/Q specifications as to any detail or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the RFP/Q specifications shall be made on the basis of this statement.

- 22. INSURANCE:** County may request Proposer to provide, before award, Certificates of Insurance relating to the following categories of insurance, if required by law:

- a) Workers' Compensation
- b) Comprehensive General Liability Insurance
- c) Automobile Liability Insurance
- d) Professional Liability

Montgomery County requests that the Vendor maintain in force such insurance as will protect themselves and the County from claims which may arise out of, or result from the execution of, the work, whether such execution be by themselves, their employees, subcontractors, or by anyone for whose acts may be liable.

- 23. CONFLICT OF INTEREST:** Potential contractors are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose:

- (A) an employment or other business relationship with a local government officer of the County, or a family member of an officer, that results in the officer or family member receiving taxable income; or
- (B) any gift or gifts to a local government officer of the County, or a family member of an officer, that have an aggregate value of more than \$250 (two hundred and fifty dollars) during the preceding twelve-month period. Gifts of food, lodging, transportation, or entertainment, which an officer or family member accepted as a guest, need not be disclosed.

- 24. INTERLOCAL PARTICIPATION:** Additional governmental entities may purchase from the contract, contingent upon mutual agreement between the contractor and other governmental entities. In that event, the contractor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 25. CHANGE OF OWNERSHIP:** Should there be any change in ownership or management of the contractor during the term of the contract, the contract may be cancelled by the County without mutual agreement with the new owner or manager to continue the contract under its present provisions and prices. The contract is non-transferable or assignable with the express written consent of the County.