



COUNTY OF EL PASO
County Purchasing Department
500 East San Antonio, Suite PU500
El Paso, Texas 79901
(915) 546-2048
(915) 546-8180 Fax

Notice to Interested Parties

Sealed bids will be received at the County Purchasing Department, 500 E. San Antonio, Suite PU500, El Paso, Texas 79901 before 2:00 p.m., **Wednesday, April 5, 2006** to be opened at the County Purchasing Office the same date for **Mobile Computer Terminals for Public Safety Departments.**

Bids must be in a sealed envelope and marked:
"Bid to be opened April 5, 2006
Mobile Computer Terminals for Public Safety Departments
Bid # 06-016"

Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Friday, March 24, 2006, at 12:00 p.m. Questions can be faxed to (915)-546-8180.

Said contract shall be let to the lowest responsible bidder, and the **COMMISSIONER'S COURT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND WAIVE TECHNICALITIES.** Only bids that conform to specifications will be considered. Faxed bids will not be accepted. Successful bidder shall not order items or services until a Purchase Order is received from the County Purchasing Office. Payment will not be made on items delivered without a Purchase Order. Contract will be awarded by lump sum or line item, whichever is in the best interest of the County.

In order to remain active on the El Paso County Vendor list, each vendor receiving this bid must respond in some form. Vendors submitting a bid must meet or exceed all specifications herein. Vendors submitting a no bid must submit their reason in writing to the El Paso County Purchasing Department.

If the bid totals more than \$100,000.00, the bidder shall furnish a certified cashiers check made payable to the order of El Paso County or a good and sufficient bid bond in the amount of 5% of the total contract price, executed with a surety company authorized to do business in the State of Texas. The bid bond must be included with the bid at the time of the opening.

PITI VASQUEZ
County Purchasing Agent

BIDDING SCHEDULE

To: El Paso County, Texas

I or we agree to furnish the following described equipment, supplies, or services for the prices shown in accordance with specifications listed below or attached. By execution of this bid, I hereby represent and warrant to El Paso County that I have read and understood the Bid Documents and the Contract Documents and this bid is made in accordance with the Bid Documents.

Please quote prices and discounts on the following items:

F. O. B. El Paso County

| |
|--|
| Description – Bid # 06-016 Mobile Computer Terminals for Public Safety Departments Vendor must meet or exceed specifications |
| Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. Please submit one (1) original copy and two (2) copies of your bid. |

| |
|--------------------------------|
| Company |
| Federal Tax Identification No. |
| CIQ Confirmation Number |
| Representative Name & Title |
| Signature |

| |
|------------------------|
| Address |
| City, State, Zip Code |
| CIQ Sent Date |
| Telephone & Fax Number |
| Date |

*****THIS MUST BE THE FIRST PAGE ON ALL BIDS*****

COUNTY OF EL PASO, TEXAS

Solicitation Check List

Mobile Computer Terminals for Public Safety Departments Bid #06-016

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Wednesday, April 5, 2006. Did you visit our website (www.epcounty.com) for any addendums?

_____ Did you sign the Bidding Schedule?

_____ Did you sign the "Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Nondiscrimination Status And Implementing Regulations" document?

_____ Did you sign the "Consideration of Insurance Benefits" form?

_____ Did you file a copy of the completed Conflict of Interest Questionnaire (Form CIQ) with the El Paso County Clerk (in person or by mail to 500 E. San Antonio, Suite 106, El Paso, TX 79901 or by fax to 915-546-2012 attention Joann) and write the confirmation number given as proof of filing on your bidding schedule? Refer to page 18 for details.

_____ If your bid totals more than \$100,000, did you include a bid bond?

_____ Did you provide one original and two (2) copies of your response?

COUNTY OF EL PASO SPECIFICATIONS

For Public Safety Departments

Panasonic Toughbook CF-29 Ruggedized Laptop Computers

(Please Note: Unit Cost Bid Ranges 1-15, 16-30, 31-50)

Base Configuration Requirements:

- **Processor-** PM 1.6GHZ / 2MB L2 cache- Dothan Low Voltage Chip, No Fans for Cooling.
- **Memory-** 512MB Ram (Std), upgradeable to 1536MB
- **Display-** Minimum 13.3" 1024x768 XGA Transmissive LCD, 500 Nit Brightness, TFT Active Matrix Color LCD, outdoor-readable, Touchscreen (Factory No-Glare), Intel 855GM Graphic Controller UMA up to 64mb.
- **Storage-** 80GB HDD (std)/1.44MB FDD (std)
- **Audio-** Sigmatel 9751 audio controller/integrated speaker
- **PC Card Slot-** Type II x 2 or Type III x 1
- **Multimedia Pocket-** Holds 3.5" FDD(std)/accepts optional DVD-RW/CD-RW/2nd Battery Pack
- **Keyboard-** 87 key, Pressure sensitive touchpad with vertical scrolling. Emissive Backlit Keyboard
- **Interface-** Serial, Parallel, External Keyboard/Mouse Port, USB 2.0 x 2 , SD Slot, Port Replicator, Headphones/Speaker, Modem 56KB, External Video, Microphone/Line in, 10/100 Ethernet
- **Wireless LAN-** Intel Pro / Wireless 2915ABG network connection 802.11a/b/g
- **Power Supply-** AC Adapter, AC 100V-240V 50/60Hz, Auto Sensing
- **Battery-** Lithium Ion Rechargeable (11.1V, 6.6Ah) Battery Operation: 6 hrs
- **Operating System -** Microsoft Windows XP Professional SP2
- **Warranty (Standard)-** 3 Year Panasonic Warranty, Parts & Labor
- **Dimension & Weight-** 2.3"(H) x 9.5"(D) x 11.8"(W) / 9lbs., incl. battery

Durability Features:

- MIL-STD-810F, Full-Rugged Design
- Full Magnesium alloy case with handle
- Moisture- and dust-resistant LCD, keyboard and touchpad
- Sealed port and connector covers, no fans used for cooling
- Shock-mounted, removable HDD in stainless steel case
- Rugged, dust-resistant hinges
- Vibration and drop-shock resistant

Specifications for Option Items

Center Console Mounting Solution: Air bag compliant per vehicles specs (attached). Include vehicle 12V DC power converter for CF-29

Note: Applicable to all 15 Constable vehicles and from 1 to 35 Sheriff Vehicles
(Please Note: Unit Cost Bid Ranges 1-15, 16-30, 31-50)

Center Console Mounting on Floor near dash Solution:

Precision mounted to a center floor console between driver and passenger seat. Air bag compliant per vehicles per specs (attached)

Note: Applicable to all 15 Constable vehicles and from 1 to 35 Sheriff Vehicles
(Please Note: Unit Cost Bid Ranges 1-15, 16-30, 31-50)

Desktop Port Replicator (Toughbook Docking Station)

(Please Note: Unit Cost Bid Ranges 1-15, 16-30, 31-50)

COUNTY OF EL PASO SPECIFICATIONS

For Public Safety Departments

Optional Mobile Printer: Pentax PocketJet 3 Specifications: **(Please Note: Unit Cost Bid Ranges 1-15, 16-30, 31-50)**

Kit Part #s: 205570 PocketJet 3 Kit; 205571 PocketJet 3 Plus Kit

Operating Systems Supported: Windows 95 (IRDA only), 98, Me, 2000, CE/CE.NET, XP, Symbian/EPOC, PocketPC/Windows Mobile, PalmOS, Linux, and Mac OSX Drivers; Size - Height: 1.18" (30 mm), Width: 10.04" (255 mm), Depth: 2.17" (55 mm); Weight - 1.12 lb. (513 g) incl. battery, .89 lb. (403 g) w/o battery; Printing Method - Direct thermal printing; Resolution - 300 (H) by 300 (V) dots per inch; Density - Adjustable via control panel; Speed - Up to three pages per minute at normal (5% density) page coverage; Fonts - WYSIWYG with Windows applications. Downloadable using the Epson ESC/P emulation. Native serif and sans serif fonts in 10, 12, 15, and proportional sizes.

Paper Sizes Info: Letter - 8.5" by 11" (216 mm by 279 mm); Legal - 8.5" by 14" (216 mm by 356 mm); A4 - 8.27" by 11.69" (210 mm by 297 mm); Roll - 8.5" by 100' maximum, perforated letter roll also available.

Fanfold - Letter; Print Area: Letter-8.2" by 10.72" (208 mm by 270 mm); Legal-8.2" by 13.78" (208 mm by 347 mm)

A4 - 8.0" by 11.51" (203 mm by 279 mm); Paper Type - Thermal cut sheet or roll paper; Paper Loading - Manual Single Sheet, or Continuous Roll; Form Feed Modes - No Feed Mode, Fixed Page Mode, and End of Page Mode

Interface; Standard - Integrated USB 1.1 and IrDA, comes with 3 foot USB cord.

Drivers: Standard - Pentax Supplied Drivers - Windows 95 (IRDA only), 98, Me, 2000, CE/CE.NET, XP, Linux, Mac OSX, and Symbian/EPOC. These drivers come on a CD supplied in the kits. **Optional:** Third-Party Supplied Drivers - PalmOS and PocketPC/Windows Mobile.

Electrical Power Supply: AC - 100-240 VAC, 50 or 60 Hz with AC Adapter; DC - 14.4V from NiMH battery; DC - 10-17 VDC from Car Adapter; Power Usage - 37 watts continuous, Standby: 1.1 watts; Battery Yield - NEW - Longer Lasting Battery! 100 pages per charge (depending on page coverage), taking approximately 130 minutes to fully charge (double charge) the battery.

Battery Type: PocketJet 3/3Plus Rechargeable nickel-metal hydride (NiMH); Regulatory - CE, CSA, FCC, UL

Warranty: One-year parts and labor. 24-HOUR "Hot Swap" service.

Mobile Printer: Pentax PocketJet 3 Requirements:

- The printer must have the ability to be powered either by the vehicle electrical system or by its own battery.
- If the printer is battery powered, the battery must be rechargeable and the battery life must exceed the length of the charge sustained by the MDT's battery.
- Printers must not employ the impact method to print.
- If the printer is battery powered, the battery recharge time must be equivalent to or less than that of the MDT. The battery should not be prone to the "memory effect."

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- The printer must be able to withstand a static drop test of four (4) feet onto a cement floor and continue normal operations. The Proposer must disclose any ruggedization features that meet military specifications for water, dust, and drop-resistance or other industry standards such as IP54.
- The printer must be water-resistant.
- The printer must be able to properly function between the temperatures of zero (0) degrees Fahrenheit and one hundred twenty (120) degrees Fahrenheit. The Proposer must disclose any environmental tests and results.
- The printer must have a physical interface to the MDT.
- The printer must have connectivity (i.e. InfraRed, short range radio frequency, wireless LAN) to the MDT.
- Required Peripherals: Battery Charger
Optional Peripherals: a) Cable connecting MDT and Printer
b) The printer must be operational as close as possible to 99.4% of the time (requirement for MDTs) as possible.

Optional Bar Code Scanner Requirements:

(Please Note: Unit Cost Bid Ranges 1-15, 16-30, 31-50)

Scanner Options:

6.1.2 Card Reader/Magstripe Reader, With an integratable magnetic stripe reader, the MDT unit must be able to read all information found on the magnetic stripe of a Texas Driver License or Texas Identification card (regardless of year issued) and correctly populate subject data fields on the MDT Subject Identification Form.

6.1.3 Barcode Code Reader/Scanner, If bar code scanning is employed, the MDT unit must be able to capture information from the vehicle identification number on the windshield and on the Texas automobile vehicle registration form.

Additional Requirements:

Serial Cable #Serial25

VRM 850 Radio Equipment (This equipment cannot be modified or substituted)

(Please Note: Unit Cost Bid Ranges 1-15, 16-30, 31-50)

Includes:

Data-TAC, RD-LAP 19.2 Protocol

20-Foot power cable

VRM Mounting Bracket

7.5-Foot fused ignition sense lead

TWO-Year Extended Warranty, total of three years.

Roof Mount Antenna, 3 db Gain, Teflon Low Loss Cable

Vehicular Radio Modem:

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(Please Note: Unit Cost Bid Ranges 1-15, 16-30, 31-50)

850, 35 Watt, 800 MHZ

Extended 2-year warranty

TXMESSENGER

(Please Note: Unit Cost Bid Ranges 1-15, 16-30, 31-50)

Motorola Applications Software, W/ 128 bit Encryption/Compression capable CD ROM MEDIA Software warranty begins upon shipment delivery date and continues for a period of 12 months. Warranty includes telephone support (available Monday-Friday 7:00 am to 7:00 pm CST) Program El Paso specific operating parameters utilizing template provided by City of El Paso (COEP) Installed TXMESSENGER on mobile computer and Register new VRM650 ID's on Radio Network Controller Program CAD to add routing of El Paso County Sheriff and Constables messages. (One Time Fee)

SPECIAL TERMS AND CONDITIONS

1. Bidders must be the Manufacturer or Resellers Authorized by Panasonic to sell to El Paso County and Local Government. Authorized resellers must submit proof of such with their bid in order to be considered for an award.
2. Bidders must supply their earliest guaranteed delivery time (A.R.O.) and be specific.
3. Bidders must include all ancillary costs associated with the acquisition of a product or service in their bid. Failure to include specific reference to an applicable cost will be interpreted as that cost being included in the product or service price.
4. Bidders must be able, at the State's option, to demonstrate any/all proposed hardware/software products. Any required benchmark demonstration must be provided at a site approved by the County and without cost to the State.
5. Bidders must certify that their bid is good for a period of six (6) months.
6. Bidders agree to accept purchase orders for additional quantities beyond that specified in this document for a period of six (6) months after an award unless further extended by mutual consent or equipment is no longer available.
7. The County reserves the right to request complete documentation for any item proposed. Failure to provide said documentation upon request might result in disqualification from an award.
8. Notwithstanding any provision or language in this contract to the contrary, the Chief Information Officer may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the County. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the County for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Chief Information Officer of the Department of Information Technology; however, no compensation for lost profits shall be allowed.
9. Bidders offering equipment **other than all new equipment** must specify it (i.e. rebuilt, refurbished). Bidders may also be required to submit additional information prior to an award. The County will evaluate and may consider such an offer if it is deemed to be in the best interest of the agency.

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10. Bidders cannot substitute for a manufacturer's installed components.
11. Bidders must list maintenance cost for hardware and software, If applicable. In describing your company's maintenance plans include: location of support center and guaranteed response times. Any award for said maintenance would be at the option of the state.
12. Bidder awards normally are made utilizing the Purchasing Department STANDARD BID AND CONTRACT TERMS AND CONDITIONS or as specifically amended by the Special Bid and Contract Terms and Conditions contained herein. If other than the aforementioned terms and conditions are to be utilized, i.e. an existing agreement or other specifically negotiated terms and conditions they must be clearly stated in the bid. The County reserves the right to reject any bid that does not comply with the State's contractual requirements.
13. **Bid level acceptance by El Paso County is subject to the availability of appropriated funds.**

ENERGY STAR REQUIREMENTS

14. All personal computers, notebook (laptop) computers, monitors, and desktop printers must meet U. S. Environmental Protection Agency Energy Star requirements for energy efficiency. Printers intended for high volume use in LAN environments are exempt from this requirement.
15. Personal computer, notebook computer and monitor recovery times from low power state to full power shall take no more than five seconds.
16. Personal computers, notebook computers and monitors must support (be compliant with) VESA DPMS and should support a minimum of three energy saving or operational modes: normal, standby and low power.
17. The Bidder must ship all personal computers, notebook computers, monitors, and desktop printers with the Energy Star low power feature activated or enabled.
18. All Systems MUST be DMI 2.0 Compliant with appropriate BIOS extensions, wired for Management WFM 2.0, remote wake on LAN capable, multiple remote boot protocol supported.

COUNTY OF EL PASO SPECIFICATIONS

For Public Safety Departments

Pricing

| PRODUCT DESCRIPTION | COST 1-15 | COST 16-30 | COST 31-50 |
|--|--------------|---------------|---------------|
| Panasonic Toughbook CF-29 Ruggedized Laptop Computer | | | |
| Center Console Mounting Solution | | | |
| Center Console Mounting on Floor near dash Solution | | | |
| Desktop Port Replicator (Toughbook Docking Station) | | | |
| Mobile Printer: Pentax PocketJet 3 | | | |
| Bar Code Scanner | | | |
| VRM 850 Radio Equipment | | | |
| Vehicular Radio Modem | | | |
| TXMESSENGER | | | |

Vehicle Description

| COUNT | YEAR | MAKE | MODEL |
|---|---------|-----------|----------------|
| Constable Vehicles (15 max) | | | |
| 1 | 1993 | Chevrolet | Sports Van |
| 7 | 2002 | Chevrolet | Impala 4-Door |
| 7 | 2004 | Chevrolet | Impala 4-Door |
| Sheriff Patrol Vehicles (35 max) | | | |
| 35 | Various | Ford | Crown Victoria |

COUNTY OF EL PASO, TEXAS

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREEWORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS*

Instructions for the certifications:

General Requirements

The County of El Paso, Texas is required to obtain from all applicants of federal funds or pass-through certifications regarding federal debt status, debarment and suspension, and a drug free workplace. Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Applicants should refer to the regulations cited below to determine the certifications to which they are required to attest. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying," 21 CFR part 1414, Government wide Debarment and Suspension (Non procurement), Certification Regarding Federal Debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the County of El Paso determines to award the covered cooperative agreement

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over \$100,000, as defined at 21 CFR Part 1405, the applicant certifies that;

(a) No federal 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, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement,

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or and 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, 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 governmental entity (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to the application.

2. DRUG-FREE WORKPLACE

As required by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. The applicant certifies that it will or will continue to provide a drug free workplace by:

(a). Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a)

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee must

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The County of El Paso, Texas, 500 East San Antonio Street, Suite 406, El Paso, Texas 79901. Notice shall include the identification number of each affected grant

(f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

3. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-129)

The Applicant certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29

U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 ec seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

*All four (4) pages of this document must be included in all responses.

COUNTY OF EL PASO PURCHASING DEPARTMENT

COUNTY COURTHOUSE, 500 EAST SAN ANTONIO,
ROOM PU500, EL PASO, TEXAS 79901
(915) 546-2048, FAX: (915) 546-8180

PITI VASQUEZ, PURCHASING AGENT
JOSE LOPEZ, JR. ASST. PURCHASING AGENT
CLAUDIA SEPULVEDA, BID CLERK/BUYER

BIDDING CONDITIONS

This is the only approved instruction for use on your invitation to bid. Items below apply to and become a part of the terms and conditions of the bid.

1. BY SUBMITTING A BID, EACH BIDDER AGREES TO WAIVE ANY AND ALL CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY OF EL PASO, AND ITS OFFICERS, AGENTS AND EMPLOYEES, ARISING OUT OF OR IN CONNECTION WITH: THE DOCUMENTS, PROCEDURES, ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID; THE WAIVER BY EL PASO COUNTY OF ANY REQUIREMENTS UNDER THE BID DOCUMENTS OR THE CONTRACT DOCUMENTS; THE ACCEPTANCE OR REJECTION OF ANY BIDS; AND THE AWARD OF THE CONTRACT.
2. Bids must be in the Purchasing Department BEFORE the hour and date specified. Faxed bids will not be accepted.
3. Late bids properly identified will be returned to bidder unopened. Late bids will not be considered under any circumstances.
4. All bids are for new equipment or merchandise unless otherwise specified.
5. Quotes F.O.B. destination. If otherwise, show exact cost to deliver.
6. Bid unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.
7. Bids must give full firm name and address of bidder. Failure to manually sign bid will disqualify it. Person signing should show title or authority to bind his firm in a contract.
8. No substitutions or cancellations permitted without written approval of County Purchasing Agent.
9. The County reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to the lowest responsible bidder. The County of El Paso reserves the right to award by item or by total bid. Prices should be itemized.
10. Bids \$100,000.00 and over, the bidder shall furnish a certified cashiers check made payable to the County of El Paso or a good and sufficient bid bond in the amount of 5% of the total contract prices and execute with a surety company authorized to do business in the State of Texas. The bid bond must be included with the bid at the time of the opening.
11. This is a quotation inquiry only and implies no obligation of the part of the County of El Paso.
12. The County of El Paso reserves the right to reject any proposal due to failure of performance on deliveries. The County Purchasing Agent will justify this.

13. Brand names are for descriptive purposes only, not restrictive.
14. The County of El Paso is an Equal Opportunity Employer.
15. Any proposal sent via express mail or overnight delivery service must have the proposal number and title clearly marked on the outside of the express mail or overnight delivery service envelope or package. Failure to clearly identify your proposal may be cause for disqualification.
16. PURSUANT TO TEXAS GOVERNMENT CODE SECTION 2253.021, A PRIME CONTRACTOR WHO IS AWARDED A PUBLIC WORKS CONSTRUCTION CONTRACT SHALL, PRIOR TO BEGINNING THE WORK, EXECUTE TO THE COUNTY:
 - a. A PERFORMANCE BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$100,000; AND
 - b. A PAYMENT BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$25,000.
17. PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 262.032(b), ANY SUCCESSFUL BIDDER WHO IS AWARDED ANY CONTRACT IN EXCESS OF \$50,000 MAY BE REQUIRED TO EXECUTE A PERFORMANCE BOND TO THE COUNTY. SAID BOND SHALL BE IN THE FULL AMOUNT OF THE CONTRACT AND MUST BE FURNISHED WITHIN 30 DAYS AFTER THE DATE A PURCHASE ORDER IS ISSUED OR THE CONTRACT IS SIGNED AND PRIOR TO COMMENCEMENT OF THE ACTUAL WORK. ANY PERFORMANCE BOND REQUIRED PURSUANT TO THIS SECTION SHALL BE NOTED IN THE ATTACHED DETAILED BID SPECIFICATIONS OR SCOPE OF WORK. THIS SECTION DOES NOT APPLY TO A PERFORMANCE BOND REQUIRED BY CHAPTER 2253, TEXAS GOVERNMENT CODE.
18. "Beginning January 1, 2006, in order to implement HB 914 (adding new Local Government Code Chapter 176), ALL VENDORS MUST SUBMIT A CONFLICT OF INTEREST QUESTIONNAIRE (Form CIQ) disclosing its affiliations and business relationships with the County's Officers (County Judge and Commissioners Court) as well as the County employees and contractors who make recommendations for the expenditure of County funds. The names of the County Officers and of the County employees and contractors making recommendations to the County Officers on this contract are listed in the Specifications.

THE CONFLICT OF INTEREST QUESTIONNAIRE MUST BE FILED WITH THE COUNTY CLERK AND A COPY OR PROOF OF FILING MUST BE ATTACHED TO THE BIDDER'S RESPONSE SUBMITTED TO THE PURCHASING DEPARTMENT.

Bidders should be aware that this bidding condition is not intended to cover or to advise you about all situations in which Local Government Code Chapter 176 would require you to file a Form CIQ. You should consult your private attorney with regard to the application of this law and your compliance requirements. Failure to comply is punishable as a Class C misdemeanor.

NOTICE:

ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE EL PASO COUNTY PURCHASING DEPARTMENT. **THE EL PASO COUNTY CODE OF ETHICS PROHIBITS ALL PRIVATE COMMUNICATION BETWEEN VENDORS AND CERTAIN COUNTY OFFICIALS AND EMPLOYEES AS DESCRIBED BELOW:**

No vendor, its representative, agent, or employee shall engage in private communication with a member of the El Paso County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

Health Insurance Benefits Provided By Bidder

Consideration of Health Insurance Benefits*

1. Do you or your subcontractor(s) currently offer health insurance benefits to your employees?

If so, please describe those health insurance benefits that you or your subcontractor(s) currently provide/offer to your employees.

2. What percentage, if any, of your of your subcontractor's employees are currently enrolled in the health insurance benefits program?

El Paso County may consider provision of health insurance benefits as part of the overall "best value" determination. Failure to provide health insurance benefits will not disqualify you from participating in this bid selection process.

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

* This page must be included in all responses.



COUNTY OF EL PASO
County Purchasing Department
500 East San Antonio, Suite PU500
El Paso, Texas 79901
(915) 546-2048
(915) 546-8180 Fax

RE: Bid #06-016, Mobile Computer Terminals for Public Safety Departments

Dear Vendor:

As of January 1, 2006, the Texas Local Government Code Chapter 176 requires all vendors and potential vendors who contract or seek to contract for the sale or purchase of property, goods, or services with any local government entity to complete and submit a Conflicts of Interest Questionnaire. A copy of the requirements regarding vendors is attached. Also attached is a copy of the Questionnaire which needs to be filed and was prepared and approved for statewide use by the Texas Ethics Commission.

In filing out the Questionnaire, the following are the County Officers that will award the bid and the employees which will make a recommendation to the Commissioners Court:

County Officers: County Judge Dolores Briones
Commissioner Larry Medina
Commissioner Betti Flores
Commissioner Miguel Teran
Commissioner Dan Haggerty

County Employees: Piti Vasquez, Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Claudia Sepulveda, Bid Clerk/Buyer
Edward A. Dion, County Auditor
Peter Cooper, Chief Information Officer
Art Armas, ITD Director

Please note that the state law requires that the Questionnaire be filed with the **COUNTY CLERK** no later than **the 7th business day after submitting an application, response to an RFP, RFQ or bid** or any other writing related to a potential agreement with the County. Failure to file the questionnaire within the time provided by the statute is a Class C misdemeanor

Tex. Local Gov't Code § 176.006 (2005)

§ 176.006. Disclosure Requirements for Vendors and Other Persons; Questionnaire

(a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire with the appropriate records administrator not later than the seventh business day after the date that the person:

(1) begins contract discussions or negotiations with the local governmental entity; or

(2) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the local governmental entity.

(b) The commission shall adopt a conflict of interest questionnaire for use under this section that requires disclosure of a person's affiliations or business relationships that might cause a conflict of interest with a local governmental entity.

(c) The questionnaire adopted under Subsection (b) must require, for the local governmental entity with respect to which the questionnaire is filed, that the person filing the questionnaire:

(1) describe each affiliation or business relationship the person has with each local government officer of the local governmental entity;

(2) identify each affiliation or business relationship described by Subdivision (1) with respect to which the local government officer receives, or is likely to receive, taxable income from the person filing the questionnaire;

(3) identify each affiliation or business relationship described by Subdivision (1) with respect to which the person filing the questionnaire receives, or is likely to receive, taxable income that:

(A) is received from, or at the direction of, a local government officer of the local governmental entity; and

(B) is not received from the local governmental entity;

(4) describe each affiliation or business relationship with a corporation or other business entity with respect to which a local government officer of the local governmental entity:

(A) serves as an officer or director; or

(B) holds an ownership interest of 10 percent or more;

(5) describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to the expenditure of money;

(6) describe each affiliation or business relationship with a person who:

(A) is a local government officer; and

(B) appoints or employs a local government officer of the local governmental entity that is the subject of the questionnaire; and

(7) describe any other affiliation or business relationship that might cause a conflict of interest.

(d) A person described by Subsection (a) shall file an updated completed questionnaire with the appropriate records administrator not later than:

(1) September 1 of each year in which an activity described by Subsection (a) is pending; and

(2) the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

(e) A person is not required to file an updated completed questionnaire under Subsection (d)(1) in a year if the person has filed a questionnaire under Subsection (c) or (d)(2) on or after June 1, but before September 1, of that year.

(f) A person commits an offense if the person violates this section. An offense under this subsection is a Class C misdemeanor.

(g) It is a defense to prosecution under Subsection (f) that the person filed the required questionnaire not later than the seventh business day after the date the person received notice of the violation.

Tex. Local Gov't Code § 176.001 (2005)

§ 176.001. Definitions

In this chapter:

(1) "Commission" means the Texas Ethics Commission.

(2) "Family member" means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573, Government Code.

(3) "Local governmental entity" means a county, municipality, school district, junior college district, or other political subdivision of this state or a local government corporation, board, commission, district, or authority to which a member is appointed by the commissioners court of a county, the mayor of a municipality, or the governing body of a municipality. The term does not include an association, corporation, or organization of governmental entities organized to provide to its members education, assistance, products, or services or to represent its members before the legislative, administrative, or judicial branches of the state or federal government.

(4) "Local government officer" means:

(A) a member of the governing body of a local governmental entity; or

(B) a director, superintendent, administrator, president, or other person designated as the executive officer of the local governmental entity.

(5) "Records administrator" means the director, county clerk, municipal secretary, superintendent, or other person responsible for maintaining the records of the local governmental entity.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

By law this questionnaire must be filed with the records administrator 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.

OFFICE USE ONLY

Date Received

1 Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

4

Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5

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

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes

No

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

Yes

No

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

Yes

No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date