



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., **Tuesday, December 12, 2006** to be opened at the County Purchasing Office the same date for **Radio Communication Maintenance Service for the Sheriff's Office.**

Bids must be in a sealed envelope and marked:

"Bid to be opened **December 12, 2006**

Radio Communication Maintenance Service for the Sheriff's Office

Bid # 06-107"

Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Tuesday, December 5, 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 cashier's 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

<p>Description – Bid # 06-107 Radio Communication Maintenance Service for the Sheriff's Office Vendor must meet or exceed specifications</p>
<p>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.</p>

Company

Federal Tax Identification No.

CIQ Document 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

Radio Communication Maintenance Service for the Sheriff's Office Bid #06-107

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

- _____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Tuesday, December 12, 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 105, 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? Please include the completed and signed form with your response whether a relationship exists or not.
- _____ 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?
-

**Radio Communication
Maintenance Service for the
Sheriff's Office**

Bid #06-107



**Opening Date
Tuesday, December 12, 2006**

EL PASO COUNTY SHERIFF'S OFFICE

The following specifications are for the maintenance of El Paso County Sheriff's Office radio communications equipment.

I. Fixed Equipment:

Proposal for fixed radio equipment listed in **Appendix A** and must include related peripheral equipment, receive multiplexers, cavity filters, grounding cables/rods/bus bars, lightning arrestors, foot switches, cabling, and wiring that are beyond the telephone company demarcation block etc.

- A. Prospective service provider shall be responsible for the inspection of each fixed equipment site as listed in specifications prior to submission of proposal, as they deem fit and necessary in determining appropriate charges for maintenance of listed equipment for each site.
- B. Prospective service provider must provide twenty-four (24) hour emergency service for fixed equipment with maximum response time of two (2) hours.
- C. Maintenance must include all parts, labor, and programming of equipment as necessary.
- D. Battery backup systems on fixed equipment must be included and preventative maintenance performed quarterly to ensure continued operations during power outages.
- E. Maintenance facility shall be responsible for all tramway charges incurred to access radio equipment maintained under any maintenance contract awarded.
- F. Generators and UPS systems at the Detention Facility, Jail Annex, and Sheriff's Dispatch are excluded from this proposal. These items are maintained by the Sheriff's Office maintenance and engineering section.
- G. If bidder will routinely depot equipment to an outside source for repair, proposal must indicate which items they will routinely outsource for repair and an estimated turnaround time for repairs to be affected and equipment returned to operation.

- H. Bidder must not be prohibited from working at any site where receivers are located.
- I. Maintenance facility must have or be able to acquire upon award of proposal necessary software, hardware, programming cables, interface boxes, extender cards, test equipment, etc., necessary to perform maintenance and program Sheriff's Office equipment as on attached list. Any exclusions or provisions must be clearly stated in the proposal with an explanation for exclusions or provisions, i.e., non-availability of parts, software, etc.
- J. Maintenance facility must stock common failure parts for El Paso County Sheriff's Office radios as enumerated on attached inventory (Appendix A) in order to minimize down time on equipment when repairs are necessary.
- K. The bidder must be available at no additional charge for consultation regarding design changes or equipment selection, based on experience with similar systems.
- L. Successful bidder will be required to conduct preventative maintenance (PM) on all fixed equipment at least once each three months (quarterly). A maintenance/inspection report shall be submitted to El Paso County Sheriff's Office and include date of PM, name of technician, power out levels, receiver sensitivity, and TELCO circuit loss levels as found and as adjusted to. Successful bidder shall verify antenna integrity to include cabling, grounding, and lightning arresters. The PM report must summarize deficiencies found and corrective action taken.
- M. In situations where communications failure has been identified as a telephone line/circuit fault, the maintenance facility will coordinate with the Telephone Company and provide information on suspected cause of the problem and affected circuit numbers to facilitate rapid repair and ensure serviceability of the entire system.

N. Contractor shall, in case of signal interference, ascertain the Sheriff's Office equipment is not at fault and is operating within parameters of manufacturer's specifications. Contractor shall assist in locating the source of the problem.

(An engineering study may be requested by the El Paso County Sheriff's Office at an additional cost, the amount of which shall be set forth in the proposal.)

O. Bidder shall provide the El Paso County Sheriff's Office with assistance in licensing changes or renewals required by the Federal Communications Commission when requested at no additional charge.

P. Work tickets or service invoices of all work performed under the maintenance contract shall be submitted with billing for services rendered. Work tickets or service invoices shall include the date equipment submitted for repair or service, description of equipment, reported problem, date repair or service completed, number of technician hours spent on each service or repair, and parts used in service or repair. Listed parts need not include expendable shop supplies such as solder, heat shrink, cleaning solvents unless such items impact the amount billed.

Q. The maintenance facility shall not perform work or deliver products/services beyond the scope of the maintenance contract without prior approval from the Sheriff or his designated representative.

R. Any exclusions or provisions regarding the maintenance of equipment on attached inventory (Appendix A) must be clearly stated in the proposal with an explanation for exclusions or provisions, i.e., non-availability of parts, software, acts of God, abuse, neglect etc.

- S. Proposal shall include a labor rate for any repairs or system work beyond routine maintenance, which may be necessitated during the period of the contract as well as a cost plus rate for parts required for such repairs. Such work would include any listed exclusion, system changes, equipment upgrades etc. The inclusion of the required labor rate and cost plus parts rate shall not be construed as obligating the El Paso County Sheriff's Office to use the selected maintenance facility for such work but may be considered in determining the best value of received proposals.
- T. Bidder shall be responsible for any Sheriff's Office equipment, software, programming cables, keys, hardware etc. that is lost, stolen, or damaged while in his custody. Such equipment shall be likewise maintained in working condition at all times and returned to Sheriff's Office or designee upon demand
- U. Bidder must have or be able to acquire approval for access to the main transmitter site from the current site manager.

II. **Vehicle Equipment:**

The following specifications are for the maintenance of El Paso County Sheriff's Office vehicle mounted radio communications equipment listed in **Appendix B** and includes related peripheral equipment, cabling, and wiring.

- A. Proposal for vehicle-mounted equipment is to include associated peripheral equipment to **exclude overhead lights and siren speakers** but to include siren unit, emergency light switch panels, and control heads in accordance with Appendix B.
- B. Maintenance to include all parts, labor, and programming of equipment as necessary.
- C. Maintenance facility must have or be able to acquire upon award of proposal necessary software, hardware, programming cables, interface boxes, test equipment, etc., necessary to perform maintenance and program Sheriff's Office equipment as on Appendix B.
- D. Maintenance facility must stock common failure items for El Paso County Sheriff's Office radios as enumerated on attached inventory in order to minimize down time on equipment when repairs are necessary.
- E. Bidder shall be responsible for any Sheriff's Office equipment, software, programming cables, hardware etc. that is lost, stolen, or damaged while in his custody. Such equipment shall be maintained in working condition at all times and returned to the Sheriff's Office or designee on demand.
- F. If bidder will routinely depot equipment to an outside source for repair, proposal must indicate which items they will routinely outsource for repair and an estimated turnaround time for repairs to be affected and equipment returned to operation.
- G. Bidder shall provide the El Paso County Sheriff's Office with assistance in licensing changes or renewals required by the Federal Communications Commission when requested at no additional charge.
- H. Work tickets or service invoices of all work performed under the maintenance contract shall be submitted with billing for services rendered. Work tickets or service invoices shall include the date

equipment submitted for repair or service performed, description of equipment and reported problem, date repair or service completed and number of technician hours spent on each service or repair and parts used in service or repair. Listed parts need not include expendable shop supplies such as solder, heat shrink, cleaning solvents unless such items impact the amount billed.

- I. The maintenance facility shall not perform work or deliver products/services beyond the scope of the maintenance contract without prior approval from the Sheriff or his designated representative.
- J. Bidder shall provided a per unit contract rate with the appropriate extended rate for the number of units specified in included inventory. Proposal shall make provisions for adjusting the extended rate as units are added to or removed from service.
- K. Any exclusions or provisions regarding the maintenance of equipment on attached inventory must be clearly stated in the proposal with an explanation for exclusions or provisions, i.e., non-availability of parts, software, acts of God, abuse, neglect etc.
- L. Proposal shall include a labor rate for any repairs or system work beyond routine maintenance, which may be necessitated during the period of the contract as well as a cost plus rate for parts required for such repairs. Such work would include any listed exclusion, system changes, equipment upgrades etc. The inclusion of the required labor rate and cost plus parts rate shall not be construed as obligating the El Paso County Sheriff's Office to use the selected maintenance facility for such work but may be considered in determining the best value of received proposals.
- M. Proposal must include labor rate for installation of radios to sedans, light trucks, sport utility vehicles, and motorcycles. The inclusion of the required labor rate shall not be construed as obligating the El Paso County Sheriff's Office to use the selected maintenance facility for such work but may be considered in determining the best value of received proposals.

N. Proposal must include labor rate for removal of radios from sedans, light trucks, sport utility vehicles, and motorcycles. The inclusion of the required labor rate shall not be construed as obligating the El Paso County Sheriff's Office to use the selected maintenance facility for such work but may be considered in determining the best value of received proposals.

III. Handheld/Portable Equipment:

Prospective service provider shall provide a labor rate and cost plus parts rate or flat rate repair fee for handheld/portable radio equipment listed on Appendix C. Must include any exclusions as well as estimated turnaround time if items are to be sent for depot maintenance. Provision of rates shall not be construed as obligating the Sheriff's Office to use bidder exclusively for such repairs or to maintain listed hand held equipment at all. Provided rates will be used as an evaluation criteria for determining the cost effectiveness of repairing defective equipment or retiring the equipment from service and replacing it.

IV. Other Requirements:

The following information must be included in each bid packet submitted.

- A. Prospective service provider shall provide a list of companies/agencies with points of contact for who prospective service provider has provided similar service.
- B. Bidder must provide a list of personnel and qualifications for personnel who will be responsible for maintenance of Sheriff's Office equipment.
- C. Manufacturer training/certification for Master III equipment desirable and will be favorably weighted. Proposal shall include statements of specific experience and qualifications for the maintenance and repair of equipment listed on included inventory. A copy of any manufacturer certifications or authorizations awarded to bidder shall be included with the proposal.
- D. Maintenance facility must have sufficient staff to provide emergency service above on a continuous basis and affect repairs to fixed equipment in a timely fashion.

E. Bidder shall make provisions for billing adjustments due to additions or removal of equipment from service.

V. Evaluation Process:

The following will be factored in determining the best value proposal for the County of El Paso and the El Paso County Sheriff's Office

A. Experience of bidder and staff on similar systems

B. Qualifications for maintenance of equipment listed in Appendix A and Appendix B

C. Reputation of bidder with present and former clients for whom similar service was/is provided

D. Recurring billing for routine maintenance covered under general specifications above.

E. Labor rate for maintenance or other work performed not covered under general provisions above.

F. Markup rate on parts for maintenance performed not covered under general provisions above

G. Flat labor/job rates for vehicle radio installations and removals.

VI. Duration of Contract:

The maintenance contract shall be valid for a period of one (1) year with the El Paso County's option for renewal for one (1) additional year, for a total of two (2) years without the necessity of re-bidding the contract.

Appendix A
Fixed Equipment Infrastructure
Major Component Inventory

FIXED EQUIPMENT TO BE MAINTAINED

Item	Qty	Equipment	Unit Cost	Extended Cost
1	2	Zetron Model 4118 Console Dispatch Center Leo Samaniego Complex	\$	\$
2	2	Zetron Model 21 Recorder Dispatch Center Leo Samaniego Complex	\$	\$
3	3	Zetron TDD Devices Dispatch Center Leo Samaniego Complex	\$	\$
4	1	GE Voter Cabinet w/Cards for 8 sites Dispatch Center Leo Samaniego Complex (2 cages with capacity of up to 12 receiver cards per channel)	\$	\$
5	4	GE Backup Stations Master III Downtown Detention Facility	\$	\$
6	5	GE Primary Stations Master III KCIK Zenith Rd. Site	\$	\$
7	3	GE Primary Receivers Border Patrol Fabens	\$	\$
8	4	GE Primary Receivers American Tower Vinton	\$	\$
9	4	GE Primary Receivers DPS Scott Simpson	\$	\$
10	4	GE Primary Receivers Montana Vista Fire Station Comm. Building	\$	\$

Item	Qty	Equipment	Unit Cost	Extended Cost
11	4	GE Primary Receivers Tornillo Water Tower	\$	\$
12	1	GE Primary Receivers Border Patrol Ysleta Tower	\$	\$
13	4	GE Primary Receivers, El Paso City Comm. Site, Clint Dump.	\$	\$
14	1	GE Orion on Power Supply Montana Patrol Station	\$	\$
15	1	GE Orion on Power Supply Vinton Patrol Station	\$	\$
16	1	Motorola MTR Repeater	\$	\$
17	1	Motorola MTR Repeater	\$	\$
18	14	Tone remotes at Jail Annex	\$	\$
19	12	Tone remotes at Downtown Detention Center	\$	\$
20	1	Motorola MDL1548A on Astron Power Supply At Jail Annex Pod 900	\$	\$
21	1	Motorola Radius GR1225 Repeater at Courthouse	\$	\$
22	5	Motorola M1225 w/power supply (2 dispatch, 2 redundant site, 1 Fabens sub-station)	\$	\$
Total Cost			\$	

Bid must show per unit cost with extended cost for all units listed on above inventory.

Description	Unit Cost
Labor Rate for maintenance or other work not covered under the general provisions	\$
Mark up rate on parts for maintenance performed not covered under the general provision	\$

Appendix B Vehicle Mounted Equipment Major Component Inventory

VEHICLE MOUNTED EQUIPMENT

Item	Qty	Equipment	Unit Cost	Extended Cost
1	160	GE/Erickson/M/A-Com Orion/M1700 VHF High Band 110 Watt Radio	\$	\$
2	80	GE Ranger Radio w/S825 Control Head*	\$	\$
3	100	Federal Signal Smart Siren	\$	\$
4	40	Federal Signal PA300 Siren	\$	\$
5	7	MA/COM Orion VHF High Band low power radios (motorcycles)	\$	\$
6	80	VRM 850 Vehicle Radio Modems	\$	\$
Total Cost			\$	

Bid must show per unit cost with extended cost for all units listed on above inventory.

- MCT Radio Components in vehicles are maintained under separate maintenance agreement through Motorola as addressed in the Inter-local Agreement between the City of El Paso and the County of El Paso. The El Paso County Sheriff's Office is a subscriber on the City of El Paso 800 MHz conventional data system on which the MCTs operate.
- The El Paso County Sheriff's Office Information Technology Section maintains MCT Computer Components.
- Anticipated Changes: It is anticipated that twenty or mobile radios will be upgraded or new installs during the initial term of the contract.

Description	Unit Cost
Labor Rate for maintenance or other work not covered under the general provisions	\$
Mark up rate on parts for maintenance performed not covered under the general provision	\$
Flat Labor/Job rates for vehicle radio installation car/light truck	\$
Flat Labor/Job rates for vehicle radio removal car/light truck	\$
Flat Labor/Job rates for vehicle radio installation motorcycles	\$
Flat Labor/Job rates for vehicle radio removal motorcycles	\$

**Appendix C
Handheld/Portable Equipment
Inventory**

Item	Qty	Equipment	Labor Rate /Hr.	% Parts Markup	Flat Rate
1	24	Kenwood TK280*	\$		\$
2	88	Kenwood TK250*	\$		\$
3	12	Motorola Saber* (encryption capable)	\$		\$
4	30	Vertex VX400V	\$		\$
5	11	Motorola Radius M1225 Suitcase mounted w/power supply	\$		\$
6	2	Motorola Astro	\$		\$
7	20	GE MPD (encryption capable)	\$		\$
8	1	GE MPA	\$		\$
9	1	Portable Repeater Case Mounted w/2 GE MPD Radios (encryption capable)	\$		\$
10	200	Motorola HT750	\$		\$
11	9	Motorola EX500	\$		\$

COUNTY OF EL PASO, TEXAS

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE 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 #06-107, Radio Communication Maintenance Service for the Sheriff's Office

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
Jack Crandall, Lieutenant

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, RFO 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