



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, March 26, 2008** to be opened at the County Purchasing Office the same date for **(BID) Bulk Fuel for the County of El Paso.**

Bids must be in a sealed envelope and marked:
“Bid to be opened March 26, 2008
(BID) Bulk Fuel for the County of El Paso
Bid #08-033”

Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Tuesday, March 18, 2008, 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

Description – Bid #08-033 (BID) Bulk Fuel for the County of El Paso
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

Address

Federal Tax Identification No.

City, State, Zip Code

CIQ Document Number

CIQ Sent Date

Representative Name & Title

Telephone

Fax Number

E-mail

Signature

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

(BID) Bulk Fuel for the County of El Paso

Bid #08-033



**Opening Date
Wednesday, March 26, 2008**

SCOPE

Vendor shall provide motor fuel for El Paso County subject to the terms and conditions stated herein for a period of one year beginning on or about Date of Award. The County shall reserve the right to award to one successful bidder for both tankwagon and transports loads. Partial bids will not be considered.

SCHEDULE OF ITEMS

Bidders are requested to indicate the gallon differential (GD), stated to four decimal places, for Transport Truck supply deliveries (TTD) and Less Than Transport Truck Deliveries (LTTD) based on the estimated quantities. Information as to gasoline additives, cetane number, and sulphur content is required.

The following definitions apply:

1. "OPIS" means Oil Price Information Service
2. "TTD" means Transport Truck Deliveries. A TTD of gasoline and/or diesel is a minimum of 6,000 gallons.
3. "LTTD" means Less Than Transport Deliveries. LTTD is less than 6,000 gallons.
4. "GD" means Gallon Differential. This is the fixed price added to the current OPIS price and/or daily posted rack price.

ITEM NO.	DESCRIPTION	GALLON DIFFERENTIAL
1.	Gasoline, Unleaded, 86 Octane Regular Grade (See Attachment A)	
1.1	TTD	\$ _____ GD
1.2	LTTD	\$ _____ GD
	Brand Name of Deposit Control Additive: _____	
	Treat Rate of Deposit Control Additive: _____	
	#2 Diesel, clear or dyed	
2.1	TTD	\$ _____ GD
2.2	LTTD	\$ _____ GD
	Sulfur Content: _____	
	Cetane Number: _____	
	Brand Name of Fuel: _____	

EL PASO COUNTY RESERVES THE RIGHT TO AWARD ON AN "ALL OR NONE" OR "LINE ITEM" BASIS

SPECIFICATIONS

El Paso County, Texas (hereinafter referred to as "County") is accepting bids from qualified and experienced vendors for the purchase, transport and delivery of gasoline and diesel fuels to County fuel sites as indicated in this specification.

The following are the estimated **annual** fuel requirements:

Gasoline, 86 Octane	20,000 gallons
Diesel, Low Sulfur, TxLED	100,000 gallons

The selected vendor shall abide by Federal, State and Local laws, regulations and ordinances concerning the sales, transportation and delivery of gasoline and diesel fuels to the County fuel facilities. The selected vendor shall also ensure all subcontractors and delivery agents employed by the primary contractor abide by the same laws and regulations.

1. Bids will be accepted for gasoline and diesel fuels in accordance with the attached specifications for the following fuels:

Gasoline, Unleaded, 86 Octane (Attachment A applies) #2

Diesel, clear or dyed

2. Pricing, Gasoline, Unleaded, 86 Octane and Diesel Fuel, Low Sulfur:

The weekly fuel price per gallon for unleaded gasoline shall be determined by applying the vendor's differentials to the average gallon prices listed in the "Oil Price Information Service" (OPIS) PADD 3 Report for El Paso, Texas in effect on the Monday of each week. The differential must be a firm dollar amount during the contract; the differential shall be set to four (4) decimal places. This gallon differential shall include any costs involved with the supply and delivery of fuel to the County. Bidder must supply the County Purchasing Office with current pricing each week of the contract period no later than Monday of each week. The resulting weekly fuel prices will be effective from Monday each week through the following Sunday.

3. Pricing, #2 Diesel, clear or dyed, low sulphur or equivalent:

The weekly fuel price per gallon for low sulfur diesel, TxLED, shall be determined by applying the vendor's differentials, in effect on the Monday of each week. The differential must be a firm dollar amount during the contract; the differential shall be set to four (4) decimal places. This gallon differential shall include any costs involved with the supply and delivery of fuel to the County. Bidder must supply the County Purchasing Office with one (1) copy of the applicable Koch daily posted rack price each week of the contract period no later than Monday of each week.

4. Fixed fees such as the Texas State Tax and the Texas Petroleum Products Delivery Fee shall remain constant and are to be a separate invoice item. Changes to these fees are only allowed if changed by the State of Texas. The successful vendor may pass these changes on to the County

provided that sufficient documentation can be provided that changes were made by these governing bodies at the requested level of change.

5. Quantities shown above are estimates based on actual previous and anticipated usage. A tabulation of bids will be prepared based on the estimated usage. The County will not be obligated to purchase the estimated quantities used in this solicitation.

There are two areas for delivery:

(1) Fabens warehouse
1,000 gallons unleaded
4,000 gallons diesel

(2) Montana warehouse
500 gallons unleaded
1,000 gallons diesel

Prices quoted shall be expressed as either equal to or a differential of, in cents per gallon, either more or less, the OPIS PAD 3 report average prices published for El Paso, TX. RACK PRICES ARE NOT ACCEPTABLE.

El Paso County will not accept a sub-standard fuel. El Paso County reserves the right to have samples of the gasoline and diesel fuel deliveries analyzed by an independent laboratory, three (3) times during the contract, at the vendor's expense. All tests will be made according to ASTM (American Society for Testing and Materials) test methods.

Any fuels not conforming to these specifications shall be rejected and it will be the responsibility of the vendor to conform to the requirements unless deviations have been specifically cited by the vendor and acceptance made on the basis of the exception.

Due to the wide fluctuations of gasoline and diesel prices, the most recent weekly Oil Price Information Service Survey (OPIS) will be the index used to gauge the actual price of the fuel at the date of delivery.

Invoices will include all applicable taxes. For pricing comparison only, taxes are not to be included in bid prices for the fuels. On the Bid Worksheet, Vendor will need to give the cost per gallon for State Gasoline Tax and Petroleum Product Delivery fee or any other tax that is applicable. Along with the invoice, vendor will need to include a copy of the latest OPI S report for the Abilene area.

El Paso County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this bid. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by El Paso County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

SPECIAL PROVISIONS

1. TERM OF CONTRACT: This contract shall be for a twelve (12) month period commencing upon award by the El Paso County Commissioners Court, with two (2) twelve (12) month options to renew, subject to approval of the Commissioners Court.
2. OPTION TO EXTEND: County may unilaterally extend this Contract for (i) two (2) additional one (1) year periods and (ii) three (3) additional one (1) month periods (individually, an "Option to Extend" and collectively, the "Options to Extend"), and all provisions of this Contract, except for term and price, shall remain unchanged and in full force and effect. County shall exercise an Option to Extend no sooner than ninety (90) days prior to expiration of the then current term. The total term of this Contract, including the Options to Extend, shall not exceed thirty-nine (39) months. County shall have the right to exercise all or a portion of the Options to Extend in any combination it deems necessary.
3. BID PRICES: Unit prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point and shall not include Federal or State of Texas sales, excise and use taxes. Bidder must include any and all costs in the delivered unit price entered in Part III - Schedule of Items.
4. PRICE CHANGES: The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to El Paso County substantiating the changes to the bid prices. Any price changes must be approved by El Paso County.
5. METHOD OF AWARD: Award, if any, will be made to the responsible bidder(s) submitting the lowest bid price(s) for the item(s) as specified in Part III - Schedule of Items and meeting all the requirements of this Invitation for Bid. El Paso County reserves the right to award on "all or none" or "line item" basis. Bidder may bid on any or all categories in order to be considered responsive to this Invitation for Bid.
6. PURCHASE ORDER: Contractor will not release any items or perform any services until a purchase order number is assigned by the El Paso County Purchasing Office. Contractor will reference contract and purchase order on all invoices submitted to the El Paso County Auditor. Upon issuance of a purchase order, the contract administrator will call the contractor with the items needed to be supplied. The contractor must respond by supplying the items at the time required. Failure to act in this manner may result in termination of this contract.
7. DELIVERY: Delivery shall be FOB Destination. Prices are to include delivery, FOB Destination, Freight Prepaid, with title and risk of loss not passing to El Paso County buyers prior to delivery.

Delivery shall be made within twenty-four (24) hours of verbal request/release. Contractor shall schedule deliveries to County facilities (all are located in El Paso County, Texas) Monday through Friday between 7:30 AM and 3:00 PM. Deliveries shall be completed by 3:20 PM. Vendor must consider all County orders as priority and provide preferential treatment to the County throughout the term of this contract. This is a requirement due to the sensitive nature of much of the County's business, such as the Sheriff's Office and Emergency Services.

Split deliveries of fuel product should be made whenever possible in order for the County to take advantage of transport load fuel prices. Example: the delivery of 3,000 gallons of gasoline and 3,000 gallons of diesel fuel to a single fuel site by the same delivery truck shall be considered a transport load.

Contract vendor shall ensure all delivery vehicle operators have a current Texas Commercial driver's license (CDL) with required endorsements to operate fuel delivery vehicles. Vendor must always use the Stage I vapor recovery system during all transport deliveries.

8. SPILLAGE AND CLEANUP: Vendor must always remove and dispose of all spills (including those into spill containers) that occur while performing the requirements of this contract.

9. APPROVED EQUAL: Bidders may submit, to the El Paso County Purchasing Agent, a request for Approved Equal provided that such a request is submitted in writing and received with each bidder's bid. Requests for an Approved Equal must be supported by evidence such as technical data, test results and other pertinent information in sufficient details to clearly demonstrate that the substitute offered is equal to or better than the specifications requirement and that it has a record of adequate performance and reliability. Bid prices must reflect items presented for an Approved Equal request. **Whenever the phrase "Approved Equal" is used in this bid package, no more than one request for an approved equal may be made for the applicable item. However, if a bidder has more than one possibility of an approved equal, each candidate for substitution must be submitted for approval as a distinct and separate bid response. Therefore, bidders may submit a bid against the specifications as is and/ or a bid based upon a requested equal.**

REQUEST FOR APPROVED EQUAL

DATE: _____

MANUFACTURER: _____

SECTION: _____

PAGE: _____

BIDDER'S REQUEST:

RESPONSE:

APPROVED: _____

DENIED: _____

COMMENTS:

SIGNATURE: _____

DATE: _____

GENERAL PROVISIONS

1. **SCOPE OF CONTRACT:** This is a firm fixed-price; estimated quantity contract calling for delivery of the products identified in Part III - Schedule of Items at the stated prices submitted by the bidder. Upon acceptance of a bid by El Paso County Commissioners and issuance of a Contract Award by the El Paso County Purchasing Agent, Bidder shall be obligated to deliver the products at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and General Provisions contained herein. The quantities stated in Part III - Schedule of Items are the best estimates of El Paso County's needs for a twelve (12) month period. They represent a realistic estimate based on past consumption for purposes of securing a bid price. The quantities are not firm and are not hereby ordered or called for. Actual requirements will be stated through issuance of individual orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase orders are issued. Delivery Schedule listed by bidders on the face of this bid shall apply to the individual Purchase orders.

(a) El Paso County is not obligated to order products not covered by this contract and is free to secure those requirements from other sources in accordance with applicable purchasing statutes.

2. **CHANGES:** The County Purchasing Agent 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. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
- b. Method of shipment or packing.
- c. Place of deliveries.
- 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.
- e. Description of items to be provided.
- f. Time of performance (i.e. hours of day, days of week, etc.)

If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order. However, if the County Purchasing Agent decides that the facts justify it, the County Purchasing Agent may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

3. **FUNDING:** Funds for payment on this contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the

obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved, However, the cost of items or services covered by this contract is considered a recurring requirement and is included as a standard routine expense of El Paso County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period this contract except for unanticipated needs or events which may prevent such payments against this contract. However, County cannot guarantee availability of funds, and enters into this contract only to the extent such funds are made available. The Fiscal Year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

4. **FUNDING OUT:** Despite anything to the contrary in this contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this contract after giving Contractor thirty (30) days written notice that this contract is terminated due to the failure to fund it.
5. **CERTIFICATION OF ELIGIBILITY:** This provision applies if the anticipated contract exceeds \$100,000. By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the El Paso County Purchasing Agent. Failure to do so may result in terminating this contract for default.
6. **CONTRACTOR LIABILITY. INDEMNIFICATION AND CLAIMS NOTIFICATION:** Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the parties to this contract, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.
7. **INVOICING:** All invoices submitted by Contractor must reference the purchase order number(s) and contract number on the invoice. El Paso County will not pay invoices that are in excess of the amount authorized by the purchase order number.
8. **INSURANCE AND LIABILITY:** During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;
 - (i) Name County as additional insured, as its interests may appear, (ii)
Provide County a waiver of subrogation.
 - (iii) Provide County with a thirty (30)-calendar day advance written notice of cancellation or material change to said insurance.
 - (iv) Provide the County Purchasing Agent at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverages within ten (10) calendar days after receipt of Notice of Award. **Also, please assure your certificate contains the bid number as indicated on the Contract Award form when issued by El Paso County.**

PART VI - GENERAL PROVISION - cont.

9. DOCUMENTATION: Bidder shall submit the following documents with his bid, or at a minimum, subsequent to bid opening, as applicable. HOWEVER, IT SHOULD BE UNDERSTOOD BY ALL BIDDERS THAT EL PASO COUNTY RESERVES THE RIGHT TO REJECT BID SUBMISSIONS THAT DO NOT CONTAIN ALL OF THE DOCUMENTATION DETAILED BELOW.

- (a) Three complete sets of bid package
- (b) Ethics and conflict of interests form
- (c) Federal suspension and debarment certification
- (d) Insurance Certificate (After Award)
- (e) Weekly Pricing Updates (After Award)

STATE OF TEXAS }

COUNTY OF EL PASO }

ETHICS AFFIDAVIT

Date: _____

Name of Affiant: _____

Title of Affiant: _____

Business Name of Bidder: _____

County of Bidder: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Bidder to make this affidavit for Bidder.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Bidder has received the list of key contracting persons associated with this Invitation for Bid which is attached to this affidavit as Exhibit "A".
5. Affiant has personally read Exhibit "A" to this Affidavit.
6. **Affiant has no knowledge of any key contracting person on Exhibit "A" with whom Bidder is doing business or has done business during the 365-day period immediately before the date of this affidavit whose name is not disclosed in the Invitation for Bid.**

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____ on _____, 20__.

Notary Public, State of

Typed or printed name of notary

My commission expires:

ATTACHMENT 1

Bidder acknowledges that Bidder is doing business or has done business during the 365-day period immediately prior to the date on which this bid is due with the following key contracting persons and warrants that these are the only such key contracting persons:

If no one is listed above, Bidder warrants that Bidder is not doing business and has not done business during the 365-day period immediately prior to the date on which this bid is due with any key contracting person.

LIST OF KEY CONTRACTING PERSONS
April 3, 2008

CURRENT

Business Position Held <u>Associated</u>	Name of Individual Holding Office/Position	Name of Individual is
County Judge.....	Dolores Briones	
Chief of Staff.....	Jaime O. Perez	
Administrative Assistant Senior.....	Nancy Turrieta-Sambrano	
Executive Assistant	Carlos Chavez/Gustavo Rivas	
Commissioner, Precinct 1	Luis Sariñana	
Administrative Assistant	Liz Sotello/Pam Villa	
Commissioner, Precinct 2	Veronica Escobar	
Administrative Assistant	Celeste Varela	
Commissioner, Precinct 3.....	Miguel A. Teran	
Administrative Assistant	Sara Corona	
Commissioner, Precinct 4	Daniel R. Haggerty	
Administrative Assistant	Jerry Mcternan	
County Auditor	Edward Dion	
Operations Manager, Auditors	Teresa Molinar	
Budget & Finance Manager, Auditors	Wallace Hardgrove	
Human Resource Director.	Lisa Reyes	
El Paso County Attorney	Jose Rodriguez	
First Assistant County Attorney	Joanne Bernal	
Supervising Attorney	Lee Shapleigh	
Supervising Attorney	Cygne Nemir	
Attorney, General Counsel	Bertha Ontiveros	
Attorney, General Counsel	Holly Lytte	
Attorney, General Counsel	Erich Morales	
Attorney, General Counsel	Daniel Ordonez	
Purchasing Agent.....	Piti Vasquez	
Assistant Purchasing Agent	Jose Lopez, Jr.	
Senior Buyer	Peter L. Gutierrez	
Inventory control Supervisor	Henry Del Valle	
Buyer	Victor Duran	
Buyer	Myrna Hernandez	
Buyer	Virginia Castaneda	
Buyer	Gary Albert Lopez	
Inventory Bid Technician	Lucy Balderama	
Inventory Bid Technician	Linda Gonzalez	
Administrative Assistant	Sally Borrego	

FORMER BMP LOYEES

Position Held	Name of Individual Holding Office/Position	Date of Separation
Bid Clerk/Buyer.....	Elvia Contreras.....	08/05
Bid Clerk/Buyer	Claudia Sepulveda.....	01/06

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

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
LUCY BALDERAMA, INVENTORY BID TECHNICIAN

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 #08-033, (BID) Bulk Fuel for the County of El Paso

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 Anthony Cobos
Commissioner Luis C. Sariñana
Commissioner Veronica Escobar
Commissioner Miguel Teran
Commissioner Dan Haggerty

County Employees: Piti Vasquez, Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Pete Gutierrez, Buyer II
Linda Gonzalez, Inventory Bid Technician
Lucy Balderama, Inventory Bid Technician
Ernie Carrizal, Road & Bridge Department

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the 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 knowingly 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 who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

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

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

Yes No

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

Yes No

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

Yes No

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

4

Signature of person doing business with the governmental entity

Date

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.

COUNTY OF EL PASO, TEXAS

Solicitation Check List

**(BID) Bulk Fuel for the County of El Paso
Bid #08-033**

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Wednesday, March 26, 2008. 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?