



COUNTY OF EL PASO
800 E. Overland, Suite 300
El Paso, Texas 79901
(915) 546-2048 (915) 546-8180 Fax

Notice to Interested Parties

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 800 E. Overland, RM 300, El Paso, Texas 79901 before 2:00 p.m., **Wednesday, October 28, 2009** to be opened at the County Purchasing Office the same date for **RFP - Furnish and Operation Shoeshine Shine at the Courthouse.**

Proposals must be in a sealed envelope and marked:
“Proposals to be opened **October 28, 2009**
RFP - Furnish and Operation Shoeshine Shine at the Courthouse
RFP Number 09-082”

Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Tuesday, October 20, 2009, at 12:00 p.m. Questions can be faxed to (915)-546-8180.

Award will be made based on a review of qualifications, scope of services and price. **COMMISSIONER’S COURT RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND WAIVE TECHNICALITIES.** Only proposals that conform to specifications will be considered. Successful Proposer shall not order items or services until a Purchasing Order is received from the County Purchasing Office. Payment will not be made on items delivered without an Agreement.

If the proposal totals more than \$100,000.00, 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 price, executed with a surety company authorized to do business in the State of Texas. The certified cashiers check must be included with the proposal at the time of the opening.

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

PITI VASQUEZ
County Purchasing Agent

PROPOSAL 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 proposal, I hereby represent and warrant to El Paso County that I have read and understood the Proposal Documents and the Contract Documents and this proposal is made in accordance with the Proposal Documents.

Please quote prices and discounts on the following items:

F. O. B. El Paso County

Description – RFP # 09-082 RFP - Furnish and Operation Shoeshine Shine at the Courthouse 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

Mailing Address

Federal Tax Identification No.

City, State, Zip Code

CIQ Confirmation Number

CIQ Sent Date

Representative Name & Title

Telephone & Fax Number

Signature

Date

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

**RFP - Furnish and Operation
Shoeshine Shine at the
Courthouse**

RFP #09-082



**Opening Date
Wednesday, October 28, 2009**



**FACILITIES MANAGEMENT DEPARTMENT
500 E. SAN ANTONIO, SUITE M1
EL PASO, TEXAS 79901**

REQUEST FOR PROPOSALS

- 1. LOCATION OF SERVICE / PROJECT**
EL PASO COUNTY COURTHOUSE
500 E. SAN ANTONIO, 1ST FLOOR
EL PASO, TEXAS 79901

2. REQUEST FOR PROPOSALS

The County of El Paso, Texas, as owner of the El Paso County Courthouse, hereby requests proposals from interested and qualified shoeshine concession Providers (hereinafter called Vendor) desiring to provide a shoeshine stand and service for 2 (two) years with 2 (two) one-year renewal options. The services provided will be in accordance with specific provisions of a service contract.

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal to provide shoe shining service. The County, as represented by its Purchasing Department, intends to use the results of this process to award a contract to one Vendor, therefore all bids/proposals should be written to include all services, parts, material, supplies, information, etc as applicable and specified in this document.

Bid/Proposals MUST be submitted in the required format and sequential order as specified in this document.

3. BID/RFP FORMAT REQUIREMENTS

- A.** Typed or neatly printed in black or blue ink.
- B.** Standard 8 ½ x 11 paper.
- C.** Submittals may not be permanently bound with glue or binding combs. Submittals may be bound together with removable staples, clips, prongs, etc, or submitted in a 3-ring binder or report cover.
- D.** The contents of the Bid/RFP shall include the Bid/Proposal Form (Attachment A) and adhere to the tab and sequence as specified.

4. CONTRACT ADMINISTRATION

El Paso County will appoint its Facilities Manager as contract administrator with designated responsibilities, which may include, but are not limited to, the inspection and acceptance of all services performed under the contract.

5. COMMENCEMENT

Commencing from the date Bid/RFP is awarded by Commissioners Court, the contract shall be effective for a period of 2 (two) years, subject to funding by Commissioners Court; with an option to renew the awarded contract in increments of 1 (one) year terms, for an additional period of 2 (two) years at the discretion of the Commissioners Court of El Paso County, Texas, subject to funding by the Court, and upon the successful price negotiations between the awardee and El Paso County for each subsequent term.

If options are exercised, price adjustment will only be considered on anniversary date of contract for:

- a. Federal/State minimum wage law;
- b. FICA; and/or
- c. Insurance coverage

Vendor acknowledges that the County is a political subdivision of the State of Texas, and as such sets its budget according to the laws of the State of Texas for a period of one year beginning on October 1st and terminating on September 30th of each year. In the event the County does not intend to include sufficient funds in its next annual budget, in any fiscal year during the term of this Agreement, for the payment of its obligations hereunder, the County may terminate this agreement without penalty or further payment, upon 30 days written notice to Vendor, to be effective on September 30th of the then current fiscal year.

6. MINIMUM QUALIFICATIONS

A. EXPERIENCE: To be considered qualified, the Vendor must demonstrate at least 1 (one) continuous year successful experience in providing shoeshine services, or similar customer-service oriented small business, to customers in a high traffic lobby area. The County of El Paso reserves the right to disqualify any Vendor who has had an agreement or contract cancelled, or legal action has been taken by a public agency for cause including failure to perform, non-compliance, or illegal activity.

B. EQUIPMENT ASSETS: The shoe-shine stand is not provided by the County. The Vendor must have ownership, or long-term lease written lease agreements, of all equipment, tools, supplies, and/or materials typically necessary to perform and carry out all of the duties necessary, including but not limited to the following items as applicable:

- Shoeshine stand
- Broom/ dust pan
- Trash receptacle(s)
- Walk-off mat(s)
- All necessary tools and supplies

7. BACKGROUND

The County is interested in entering into an agreement with a qualified proposer to make shoeshine services available to interested staff and visitors at the County Courthouse. The proposed shoeshine stand shall be located at the east end of the lobby area on the first floor, or in an alternate location as specified by the County Facilities Manager. Proposers shall provide courteous, efficient shoe shining services to customers wishing these services.

8. SPECIFICATIONS

Proposals shall include:

1. Provide all necessary equipment, personnel, and supplies for the operation of a shoeshine stand;

2. Maintain and operate the concession in a professional manner and keep the premises safe, clean, and orderly condition at all times;
3. Perform services in accordance with all federal, state, and municipal laws, ordinances, and regulations;
4. Properly dress his/her attendants and ensure that they are courteous, efficient, and neat in appearance at all times;
5. Provide suitable covered receptacles for all garbage, trash, and other refuse;
6. Bear all costs of operating the concession and pay, in addition to a monthly fee, all other costs connected with the use of the premises and facilities; including applicable maintenance, insurance, any and all taxes, and all permits licenses;
7. Pay the County an annual concession fee, in monthly installments, for the operation of one (1) shoeshine stand in the Courthouse;
8. Provide liability insurance in a minimum sum of \$50,000 per person;
9. Provide property damage insurance in a minimum sum of \$10,000 growing out of one accident;
10. Insurance shall name the County as additional insured

9. SCOPE OF OPERATION

The selected Vendor will be required to provide shoeshine services. Subject to the final Agreement, the selected proposer shall be required to provide the following services: Furnish and operate a shoeshine stand.

The proposed shoeshine stand shall be inspected by the County Facilities Manager for suitability, and shall be located at the east end of the first floor lobby on the first floor, or in an alternate location as specified by the County Facilities Manager. Proposers shall provide courteous, efficient shoeshine services to walk up customers, and may, if desired, also pick up, shine, and deliver shoes from customers in the surrounding area.

The Vendor shall be responsible for furnishing ALL SUPPLIES and EQUIPMENT necessary to perform the services described in these specifications, including the shoeshine stand, chairs, etc.

The County of El Paso will not be responsible for supplying ANY products associated directly or indirectly with the operation of the proposed shoeshine concession. The Vendor is expected to furnish ALL supplies, equipment, labor, and any other item not expressly listed here, that is necessary to perform and carry out all duties described in these specifications, from start to finish.

10. VENDOR RESPONSIBILITIES

- A.** Maintain the area neat and orderly.
- B.** Provide walk off mat(s) to prevent staining of adjacent floor areas by residual shoeshine left on shoes.
- C.** All employees working on this project/contract must have a clear criminal background with no conviction of a felony, or Class A or B misdemeanor. The County may, at it's discretion and expense, perform a criminal background check on any employee working on this contract. If the County exercises this discretion, the Proposer shall provide the County with the employee's vital information in order to run the criminal background check, which may include the

employee's legal name, current/previous address(es), date of birth, and/or social security number. This information will be kept confidential and the records will be destroyed upon completion of the project.

D. Obtaining any and all permits required by the City of El Paso, and/or any other governing agency, necessary to fulfill the obligations of the work and specifications required herein.

E. Abide by all provisions of the contract

11. SUPERVISION

Successful Proposer must furnish contact information for at least one (1) supervisor/person to refer any issues or concerns to.

12. PERSONNEL RESTRICTIONS:

Vendor will not allow employees to bring children to work.

13. EL PASO COUNTY COMPLAINT PROCESS

All complaints shall be directed to the Facilities Management Department. Upon each complaint, a Facilities Management representative will investigate the validity of the complaint, and report the complaint to the Vendor. The Vendor, or his designated representative, shall ensure that any and all complaints are investigated and corrected satisfactorily within three (3) days upon the Vendor's receipt of the complaint.

14. CONTRACT PERFORMANCE:

The Facilities Manager, or his/her delegate, will routinely inspect the premises. The Vendor shall respond to any complaints of unsatisfactory service, or non-compliance issues in writing, indicating the corrective action that is necessary, or was taken, in order to resolve the issue.

15. NON-COMPLIANCE AND PENALTY

All issues of contract non-compliance, problems, complaints, disputes, or otherwise deficient or unsatisfactory performance will be reported to the Vendor in writing via fax, e-mail, and/or certified U.S. Mail.

The Vendor shall respond to the complaint or unsatisfactory inspection report in writing, indicating the corrective action that will be taken. The Vendor MUST satisfactorily resolve or correct all non-compliant issues within three (3) days upon receipt of the reported problem.

16. UNIFORMS

Vendor will assure that all working personnel are in clean and appropriate work attire with a shirt or official identification badge that properly identifies the Vendor's company name and employee's name at all times.

17. SECURITY

Vendor shall select honest, competent, and courteous personnel to work on this project/contract, and it shall be the duty of the selected Vendor to train, supervise, and maintain proper surveillance over all its employees to insure their integrity and maintain

an honest and high standard of service to the public. Vendor shall follow its established company policy hiring process set forth in its Proposal and shall perform pre-employment screening including criminal background checks on newly hired employees.

Vendor shall only assign employees, whether temporarily or permanently, that have a clear criminal background record, with NO conviction of a felony or Class A or B misdemeanor. The employee must maintain a clear criminal background during the course of their employment. If their status changes at any time during the course of the contract, the Vendor shall immediately remove the employee from providing service and replace them with an employee with a clear criminal background.

The Vendor shall provide a list of all employees who are assigned, or have access to the facility, either temporarily or permanently. The list shall include the employees' legal name, address, phone number, date of birth, and social security number. Within 24 hours upon assignment of the employee to the project/contract, the Vendor shall provide a copy of the employee's criminal history background check to the Contract Administrator via fax, e-mail, or U.S. Mail.

18. INDEMNIFICATION

The successful Vendor shall defend, indemnify, and save harmless El Paso County and all its officers, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injury to or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Vendor, or of any agent, employee, or supplier in execution of, or performance under, any contract which may result from bid award. Successful Vendor shall pay any judgment with cost, which may be obtained against El Paso County growing out of such injury or damages.

19. INSURANCE

Prior to commencing work, the successful Vendor shall be required, at his own expense, to furnish the County of El Paso with evidence showing the following insurance to be in force, with El Paso County, its officers, agents, and employees named as additional insureds:

1. Worker's Compensation in accordance with State Territorial Worker's Compensation Laws; and Employers' Liability Insurance;
2. Public liability and property damage insurance including independent Vendor's liability, completed operations and contractual liability, covering, but not limited to, the liability assumed in the indemnification provisions (as specified in this RFP) fully insuring Vendor's liability for injury to, or death of, County employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a minimum coverage for each occurrence of \$50,000.00 for personal injury, and \$10,000.00 for property damage, per occurrence.

Each insurance policy to be furnished by successful Vendor shall include, by endorsement to the policy, a statement that each policy shall require that thirty (30) days prior to the cancellation of, or upon any material change in coverage, a notice thereof shall be given to El Paso County by certified mail.

Vendor shall provide proof annually, on the anniversary of the contract award date, or at any time upon request by the county, documentation showing that the insurance requirements listed above are active and in full effect.

20. CANCELLATION TERMS

This contract shall remain in effect for the contract period or until terminated by either party by giving written notice of such cancellation. The Vendor must give El Paso County sixty (60) days written notice prior to cancellation, and must state therein, the reasons for such cancellation.

The contract is subject to cancellation, at the option of El Paso County, for one or all of the following reasons:

- a. Unsatisfactory performance of Contract;
- b. Inability or failure of the Vendor to fulfill the requirements of the Contract;

In the event that El Paso County should exercise its option to cancel under the above criteria, El Paso County may cancel the contract with one (1) day's written notice, but shall compensate Vendor for all work performed prior to such cancellation.

21. SUBCONTRACTING: Sub-contracting is not permitted, unless approved in writing by the County.

22. BID/PROPOSAL REVIEW

Proposals will be reviewed by the County to verify that they meet all specified requirements in this RFP. This review may include contacting references furnished by the Vendor, verifying reports regarding the Vendor's stability; verifying information, facts or statements made by the Vendor, or discovered directly or indirectly through the review process, that the County deems necessary, relevant, and appropriate to select the proposal that is in the best interest of the County.

Vendors may not contact the County's reviewer(s) including the Contract Administrator and/ or staff; any attempt to do so will result in immediate disqualification.

Following evaluation of the proposals received in response to and in compliance with this Bid/RFP, the County may, or may not, select a Vendor with whom to attempt to negotiate a contract for products and/or services. Should negotiations fail, the County may, or may not, choose to negotiate with another compliant Vendor.

23. BID/PROPOSAL ACCEPTANCE

Bids/Proposals that do not comply with instructions, format, sequence, or mandatory requirements contained in these specifications may be rejected by the County. The County retains the right to accept or reject any or all bids/proposals. The County shall be the sole judge as to compliance as set forth in this Bid/RFP.

24. MANDATORY FORMAT AND SEQUENCE OF PROPOSAL

Vendors **MUST** comply with the format requirements listed below in their entirety and in the order listed below. The Vendor **MUST** answer ALL questions in the attached

Bid/Proposal Form and submit each questionnaire as the 1st page in the appropriate corresponding TAB Number. The Vendor may submit additional documents, information, and/or reports, as required, optional, or relevant in each section as appropriate.

- TAB 1 RFP/BID PACKAGE DOCUMENTS REQUIRED BY COUNTY PURCHASING**
- TAB 2 BID/PROPOSAL PRICE**
- TAB 3 LEGAL IDENTIFICATION, QUALIFICATIONS, AND REFERENCES**
- TAB 4 EQUIPMENT / SERVICE DESCRIPTION**
- TAB 5 OPERATING PLAN**
- TAB 6 BOND / INSURANCE REQUIREMENTS**

BID/PROPOSAL FORM

INSTRUCTIONS

- I. All documents must be submitted in the Tab Order and Attachment Sequence as specified. Corresponding information, reports, documents, etc. must be submitted behind the first page of each corresponding Proposal Form Tab Number in sequential order and as appropriate to the subject matter.
- II. If a question does not apply, enter “N/A”, do not leave blank. If an entire section of questions do not apply, you may draw a heavy lined “X” through the section.
- III. You may use additional sheets of paper to answer questions or provide additional information not specifically asked; however, you must write “See Attachment #___” in the corresponding question’s answer line.

Failure to follow the Proposal Form Tab Format and Attachment Sequence requirements may result in the proposal being disqualified.

TAB #1

RFP/BID PACKAGE DOCUMENTS REQUIRED BY COUNTY PURCHASING

1. Proposal Schedule - Submit as 1st Page of Bid.
2. Notice to Interested Parties.
3. Bid Bond – Required if Bid/Proposal exceeds \$100,000. (A cashier's check in the amount of 5% Of the total contract price, executed with a surety company authorized to business in the State of Texas is required to be included with Bid/Proposal at the time of opening.)
4. Certifications regarding lobbying, debarment, suspension, and other responsibility matters; drug-free workplace requirements; federal debt status, and nondiscrimination status and implementing regulations.
5. Proposal Conditions.
6. Health Insurance Benefits.
7. Construction contracts in excess of \$100,000.00 require a performance bond, in the full amount of the contract. County may require a performance bond at their option for other types of services, and must be provided if required in the specifications.
8. Conflict of Interest Questionnaire (Form CIQ). Must be filed with the County Clerk no later than the 7th business day after submitting the response to this Bid/RFQ.

TAB #2

BID / PROPOSAL PRICING

Please answer the questions listed below. On an attached sheet, include any additional information that provides details to be considered.

Proposed Annual fee to be paid to County \$ _____, in \$ _____ Monthly Installments

TAB #3

LEGAL IDENTIFICATION, QUALIFICATIONS, & REFERENCES

- 201 Legal Name of Business _____
- 202 Legal description of business (*corporation, LLC, LLP, etc*) _____
- 203 Address _____
- 204 City/County _____
- 205 State _____
- 206 Owners, President, Interested Parties: _____
- 207 Number of years in business: _____
- 208 Number of employees: _____
- 209 Do you have any accreditations, certifications, special recognition? _____
Do you currently provide equivalent service/products to other government entities in El
- 210 Paso or State of Texas? If so, where:
- 211 _____
- 212 Have you ever defaulted on a contract, or had a contract cancelled early? Details:
- 213 _____

References

Instructions: You must provide three (3) references from government entities or businesses in which you currently provide, or have provided similar or equivalent services or equipment in the past, as applicable. Please duplicate this Release of Information for each of the three (3) references you will provide.

Release of Information

Contact information of person with whom the Vendor has direct business contact with:

_____	_____	
(Contact Person's Name)	(Title)	(Phone)
_____	_____	
(Contact Person's Name)	(Title)	(Phone)
_____	_____	
(Contact Person's Name)	(Title)	(Phone)

I hereby authorize the contact person(s) named above, or authorized representative of the same company/organization, to release information to the County of El Paso pertaining to services I have provided, including performance, compliance, financial obligations, and/or current standing.

Vendor's Authorized Signature

Title

Name of Company

Date

TAB #4
EQUIPMENT / SERVICE DESCRIPTION

Please provide a detailed description of the service/equipment you are proposing to implement if awarded this RFP/bid.

TAB 5 PROJECT / OPERATING PLAN

Please provide a detailed description of your proposed project/operating plan, including start-up costs, approach, implementation, scheduling, etc. Please include proposed operational hours on spreadsheet below:

Day of Week	Time Open for business	Time closed	Shoe Pickup and Delivery	Total hours
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				

1. Please list start-up costs-

\$ _____ For _____

\$ _____ For _____

\$ _____ For _____

2. Please describe in as much detail as possible, how you plan to operate this concession as efficiently as possible.

TAB 6

BOND / INSURANCE REQUIREMENTS

Prior to commencing work, the successful Vendor shall be required, at his own expense, to furnish the County of El Paso with evidence showing the following insurance to be in force, with El Paso County, its officers, agents, and employees named as additional insureds:

1. Worker's Compensation in accordance with State Territorial Worker's Compensation Laws; and Employers' Liability Insurance;
2. Public liability and property damage insurance including independent Vendor's liability, completed operations and contractual liability, covering, but not limited to, the liability assumed in the indemnification provisions (as specified in this RFP) fully insuring Vendor's liability for injury to, or death of, County employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a minimum coverage for each occurrence of \$50,000.00 for personal injury, and \$10,000.00 for property damage.

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

(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

MDR Building, 800 E. Overland
ROOM 300, 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

PROPOSAL 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 PROPOSAL, 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 PROPOSAL; THE WAIVER BY EL PASO COUNTY OF ANY REQUIREMENTS UNDER THE PROPOSAL DOCUMENTS OR THE CONTRACT DOCUMENTS; THE ACCEPTANCE OR REJECTION OF ANY PROPOSAL; AND THE AWARD OF THE CONTRACT.
2. Proposal must be in the Purchasing Department **BEFORE** the hour and date specified. Faxed proposals will not be accepted.
3. Late proposals properly identified will be returned to bidder unopened. Late proposals will not be considered under any circumstances.
4. All proposals are for new equipment or merchandise unless otherwise specified (merchandise only).
5. Quotes F.O.B. destination. If otherwise, show exact cost to deliver (merchandise only).
6. Proposal unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. RFP subject to unlimited price increases will not be considered.
7. Proposals must give full firm name and address of offeror. Failure to manually sign the proposal 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 for merchandise.
9. The County reserves the right to accept or reject all or any part of the proposal, waive minor technicalities and award the proposal to the lowest responsible proposer. The County of El Paso reserves the right to award by item or by total proposal. Prices should be itemized.
10. RFP \$100,000.00 and over, the proposer 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 (merchandise only).
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 RFP 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:
 - 1) A PERFORMANCE BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$100,000; AND
 - 2) 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
800 E. Overland, RM 300
El Paso, Texas 79901
(915) 546-2048
(915) 546-8180 Fax

RE: RFP #09-082, RFP - Furnish and Operation Shoeshine Shine at the Courthouse

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 Anna Perez
Commissioner Veronica Escobar
Commissioner Willie Gandara, Jr.
Commissioner Dan Haggerty

County Employees: Piti Vasquez, Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Peter Gutierrez, Buyer II
Linda Mena, Inventory Bid Technician
Lucy Balderama, Inventory Bid Technician
Saul Nanez, Facilities Manager
Manny Lucero, Assistant Facilities Manager
Monique Aguilar, Executive Assistant

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

COUNTY OF EL PASO PURCHASING DEPARTMENT

PITI VASQUEZ, PURCHASING AGENT
JOSE LOPEZ, JR. ASST. PURCHASING AGENT
LINDA MENA, INVENTORY BID TECHNICIAN
LUCY BALDERAMA, INVENTORY BID TECHNICIAN

MDR BUILDING, 800 E. OVERLAND
ROOM 300, EL PASO TEXAS 79901
(915)546-2048, FAX (915)546-8180

Vendors: Please Read Carefully -- Instructions: Conflict of Interest Form (CIQ)

Please follow and complete all instructions to fill out your CIQ form and obtain a document number.

- ***Please complete CIQ Form whether or not a conflict exists.***
- **Box #1 All Vendors** Must Print Clearly their names and company name.
- **Box #2** If the vendor has already filed a CIQ for the current year and is updating (filing a new one) due to changes on bid, please check box. If this is the first time within the current year that the vendor is submitting a CIQ, then do not check this box.
- **Box #3** If you are filing a disclosure of conflict of interest, meaning that you do have a relationship with someone listed on the page prior to the CIQ form on your BID, RFP, RFQ, or RFI, then you must print the name of the person whom you have a business relationship with.
- If you answer **yes** to any of the following: **Item A, B, C** you have a conflict and must disclose on this form.
- **Item D** List the type of relationship and what department in the local government the person you have listed in **Box #3**.
- **Box #4** Please have the person that is named on **Box# 1**, sign and date in this box. We request a contact number in case there are any questions or form is missing information. This is a courtesy to you. If you do not provide a phone number and have not provided all the information that is needed. The department cannot file your document and you will not receive a number to provide the Purchasing department with your bids, thus, meaning disqualification. Once you have completed the form, **fax it to the County Clerks at 915-546-2012.** The County Clerk will file and fax you the CIQ document number.
- It is the vendor's responsibility to submit the CIQ document number provided by the County Clerk's to the Purchasing Department. Do not forget to place the RFP, RFQ, RFI, or BID number somewhere on your CIQ form so we may know what bid you are referencing. If you do not receive your CIQ document number in a timely manner, please contact the County Clerk's office at 546-2000, ext. 3143.
- **It would be in your best interest, to submit your CIQ document number with your bid/proposal. (See Bidding Schedule)**
- 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, RFI 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.

If you have any questions, please call Lucy Balderama at 915-543-3887
or Linda Mena at 915-545-2195

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

RFP # 08-082

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.

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

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

Check List

**RFP - Furnish and Operation Shoeshine Shine at the Courthouse
RFP #09-082**

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Wednesday, October 28, 2009. 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?
