



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

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### **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., Monday, January 28, 2008 to be opened at the County Purchasing Office the same date for RFP Emergency Generator Preventive Maintenance Service.

**Proposals must be in a sealed envelope and marked:**

**“Proposals to be opened January 28, 2008  
RFP Emergency Generator Preventive  
Maintenance Service  
RFP Number 09-001”**

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

<b>Description – RFP # 09-001</b> <b>RFP Emergency Generator Preventive Maintenance Service</b> 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. <b>Please submit one (1) original copy and two (2) copies of your bid.</b>

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Federal Tax Identification No.

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
CIQ Confirmation Number

\_\_\_\_\_  
CIQ Sent Date

\_\_\_\_\_  
Representative Name & Title

\_\_\_\_\_  
Telephone & Fax Number

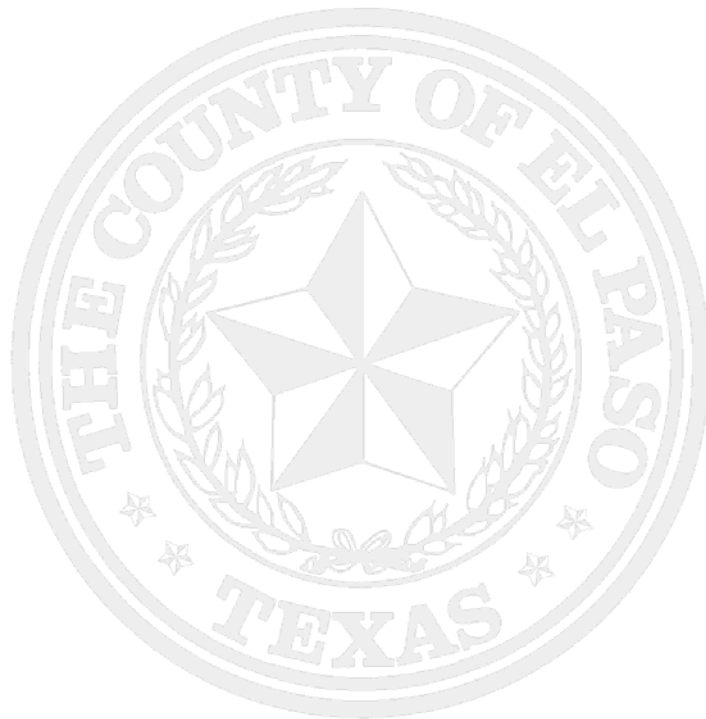
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

# **RFP Emergency Generator Preventive Maintenance Service**

**RFP #09-001**



**Opening Date  
Monday, January 28, 2008**



## **REQUEST FOR PROPOSAL**

Sheriff's Office Detention Facility  
Emergency Generator Preventive Maintenance Services

### **EL Paso County Detention Facility**

601 East Overland  
El Paso, Texas 79901

The contractor shall submit a (3) three-year proposal for the annual maintenance services of two ONAN emergency power diesel generator sets. The units are located at the El Paso County Detention Facility.

The proposal shall include the following:

- Performance of operations necessary to service the generator sets
- All charges for parts and equipment listed within these specifications
- All freight, shipping and handling charges for required replacement parts and materials
- All labor charges, including compensation for required overtime
- Travel expense, lodging and meals
- Charges for rental equipment and cars

## **Table of Contents**

1. – Background Information
2. – Description of Generator Units
3. – Minimum Service Requirements
4. – General Requirements

**1. Background Information**

The El Paso County Detention Facility is located at 601 East Overland Street, in El Paso, Texas, 79901. The emergency generator equipment, manufactured by ONAN Company, consists of two 900 KW diesel generator sets, 2 ONAN 400-Ampere transfer switches, 2 ONAN 1200-Ampere transfer switches and 4 remote control and monitoring panels. Since the start-up of the generators in 1993, the units have always been serviced by an authorized service provider company. All inspections and required tests of the units are current. The inspection reports may be reviewed at the office of the maintenance section supervisor. All deficiencies noted during the last annual inspection have been corrected by an authorized service provider company.

**2. Description of the Generator Units**

Engines: Cummins KTA 38-G3 V-12  
4-cycle, water-cooled, turbo-charged and after-cooled

Alternators: ONAN

3-Phase  
900 KW, 1125 KVA  
277 / 480 VAC  
1353 Amperes

Wiring Diagrams: 612-6488-02  
612-6490-15

Original Start-Up Date of Units: 05/93

Unit 1 Model Number: 900DFJC

Unit 1 Serial Number: C930501536

Unit 2 Model Number: 900DFJC

Unit 2 Serial Number: C930501537

### **3. Minimum Service Requirements**

#### **3.1 General**

Visually inspect site and equipment. Inspect entire system for oil, fuel and coolant leaks.

#### **3.2 Fuel System**

Inspect fuel injection system and pump.

Inspect day tank, sub-base tank and fuel lines.

Replace fuel filter with new Fleetguard filter.

Inspect operation of fuel transfer pump.

Inspect air filters. Every other year, replace air filters with new Fleetguard filters. (Last replaced 2007 – next replacement due 2009)

#### **3.3 Cooling System**

During the first scheduled service, the contractor shall replace all water hose connected to the booster heater units at both generator sets.

Inspect cooling system for leaks and restrictions.

Inspect water hoses and hose connections.

Inspect block heaters for proper operations.

Replace coolant filters with new Fleetguard filters.

Inspect and adjust Fan / Alternator Belts. Submit a written repair quotation if the belts are worn out.

Run engine and document operating temperature.

Replace coolant mixture every two years.

(Last replaced 2007 – next replacement due 2009)

Use only manufacturer recommended antifreeze. Measure and document the strength of the new coolant solution. Meet manufacturer's recommendations.

Inspect and clean radiator

Submit written report

#### **3.4 Lubrication System**

Check oil and document oil pressure for start, warm up and run operations.

Replace oil. Use only manufacturer recommended lubricants.

Replace oil filters with new Fleetguard filters.

#### **3.5 Governor**

Inspect linkage and ball joints. Check for vibration and/or noise. Replace oil in governor unit.

#### **3.6 Exhaust System**

Inspect the engine exhaust system for leaks and restrictions. Inspect mufflers, exhaust pipes, supports and connections.

Submit written report.

### **3.7 Electrical System**

During the first scheduled service, the contractor shall replace all battery cables at both generator units.

Inspect starting system, batteries and cables. Record specific gravity readings. Clean battery terminals. Check battery-charging rate. Report conditions of the battery sets. Clean and remove debris from the electrical cabinets.

Replace all batteries every three years.

(Last replaced 2007 – next replacement due 2010)

Submit written report.

### **3.8 Generator**

Inspect and clean ventilation screens.

Inspect insulation, check for unusual noise and tighten covers.

Inspect engine and generator controls and all instruments.

Adjust frequency and voltage as outlined by the manufacturer.

Record voltage and frequency readings during test run.

Report readings

Vacuum and clean generator control enclosures.

Submit written report

### **3.9 Switchgear Equipment**

Inspect and operate circuit breakers manually

Inspect bus bar and feeder connections

Inspect transfer switch connections

Inspect insulation

Inspect the Automatic Transfer Switches

Vacuum and clean transfer switch enclosures

Submit written report

### **3.10 Remote Monitoring Equipment**

Remote control and monitoring panels are installed inside the basement boiler room and inside the central security office at the first floor of the facility. The contractor shall inspect these units for proper operations and shall submit a written inspection report.

### **3.11 Laboratory Reports**

Take oil and fuel samples and submit samples to a laboratory for analyses.

Submit written report of the laboratory findings.

### **3.12 Inspection Report**

Submit a report of all deficiencies found during the service. Include a written repair estimate.



#### 4. General Requirements

##### 4.1 Regulations

All work shall conform to all applicable, building, mechanical, plumbing, fire and electrical codes and regulations.

##### 4.2 Contract Period

The contractor shall submit a proposal for a **(3) three -year** service agreement.

The contract time frame shall coincide with the El Paso County's fiscal budget year, October 1<sup>st</sup> through September 30<sup>th</sup>.

1<sup>st</sup> Year: October 01, 2008 through September 30, 2009    1<sup>st</sup> Yr Total \$\_\_\_\_\_

2<sup>nd</sup> Year: October 01, 2009 through September 30, 2010    2<sup>nd</sup> Yr Total \$\_\_\_\_\_

3<sup>rd</sup> Year: October 01, 2010 through September 30, 2011    3<sup>rd</sup> Yr Total \$\_\_\_\_\_

**Total Cost for all 3 years \$\_\_\_\_\_**

The duties of the Contractor shall commence on **October 1, 2008 and end on September 30, 2011.** The Agreement may be amended, extended or renewed only by written agreement of both parties as set forth in Section **4.8. (g)** of this Agreement.

##### 4.3 Working Hours

The work required may be conducted within the following time periods:  
Monday through Friday, 07:00 - 16:00 (7:00 A.M. - 4:00 P.M.)

#### **4.4 Compensation and Invoices**

Unless otherwise agreed upon in writing by the parties, the County's maximum liability for all services performed during the term of this Agreement shall not exceed the amount awarded with the purchase order. The Contractor shall be compensated for actual services provided at the intervals set forth in the final award documents. The compensation paid to the Contractor under this Agreement includes all fees and expenses incurred while performing services under this Agreement.

The Contractor shall submit one invoice per year for services rendered. The County shall pay the Contractor within 30 days following receipt of each invoice.

#### **4.5 Independent Contractor**

The Contractor is an independent contractor, and neither the Contractor nor Contractor's staff is, or shall be deemed, county employees.

#### **4.6 Termination of Agreement**

If at any time after commencement of the services required by this Agreement, the County shall, in its sole reasonable judgment, determine that such services are inadequate, unsatisfactory, no longer needed, or substantially not conforming to the descriptions, warranties or representations contained in this Agreement, the County may terminate this Agreement upon 30 days written notice to Contractor.

#### **4.7 Indemnification**

The Contractor agrees to indemnify and hold the County, its officers, agents, and employees harmless against, any claims, demands, damages, costs, and expenses (including reasonable attorney's fees for defending the claims and demands) for injury or damage to the person or property of any other party arising out of any act or failure to act by the Contractor, its officers, agents, contractors, or employees, or the condition of any equipment owned by the Contractor.

#### **4.8 General Provisions**

(a) Sole agreement: This is the entire Agreement between the Contractor and the County. No contract or proposal submitted by the contractor shall supersede the requirements outlined in these specifications.

b) Severability: If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in full force and effect.

c) Applicable law: The laws of the State of Texas shall govern this Agreement, and venue shall be El Paso County.

(d) Notices: All notices and other communications given in connection with this Agreement shall be in writing and shall be deemed given as follows:

To County: County Judge, Anthony Cobos  
El Paso County  
500 E. San Antonio  
El Paso, Texas 79905

With copy to:

County Sheriff, Richard Wiles  
El Paso County  
3850 Justice Drive  
El Paso, Texas 79938

To Contractor: Company Name and Address of Contractor

Notices shall be deemed given when delivered personally to the recipient's address, or three days after being deposited in the United States mails, postage prepaid to the recipient's address.

(e) No partnership: This Agreement does not create a partnership relationship; the Contractor does not have authority to enter into contracts on behalf of the County.

(f) Assignment: The Contractor Company may not assign its rights or obligations under this Agreement without the County's prior written consent. The County may freely assign its rights and obligations under this Agreement.

(g) Amendment. This agreement may not be amended or modified, except by a writing executed by both parties hereto.

#### **4.9 General Liability Insurance**

The contractor shall provide and maintain General Liability Insurance coverage during the contract time period.

Limits:

Each Occurrence	\$ 2,000,000.00
Fire Damage	\$ 2,000,000.00
Personal & Advertising Injury	\$ 2,000,000.00
General Aggregate	\$ 2,000,000.00

**4.10 Worker's Compensation and Employers' Liability**

The contractor shall provide and maintain Worker's Compensation and Employers' Liability Insurance coverage. The County of El Paso must be notified in the event that the insurance policy is changed or canceled.

Limits:

Each Accident	\$ 1,000,000.00
Disease-Policy Limit	\$ 1,000,000.00
Disease-Ea. Employee	\$ 1,000,000.00

**4.11 Automobile Liability Insurance**

The contractor shall provide and maintain Automobile Liability Insurance for contractor owned or operated motor vehicles operating on property belonging to the County of El Paso. The County of El Paso must be notified in the event that the insurance policy is changed or canceled.

Limits: Shall meet or exceed the requirements outlined by the State of Texas.

# COUNTY OF EL PASO, TEXAS

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## **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.

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Business Name

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Date

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Name of Authorized Representative

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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?

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

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

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**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

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RE: RFP #09-001, RFP Emergency Generator Preventive Maintenance Service

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  
Peter Gutierrez, Buyer II  
Linda Gonzalez, Inventory Bid Technician  
Lucy Balderama, Inventory Bid Technician  
Gomecindo Lopez, Commander  
Jerry Avila, Foreman-Detention Facility  
Horst Graefee, Maintenance- Detention Facility

Please note that the state law requires that the Questionnaire be filed with the **COUNTY CLERK** no later than **the 7<sup>th</sup> 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

# COUNTY OF EL PASO PURCHASING DEPARTMENT

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MDR BUILDING, 800 EAST OVERLAND  
ROOM PU300, 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

## Instructions: Conflict of Interest Form (CIQ)

- Please complete CIQ Form whether or not a conflict exists.
- On #4, on the CIQ form, please type/print name of company, your name, & phone number above your signature, and fax it to the County Clerks at 915-546-2012. The County Clerk will file and send you back 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 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.

**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.

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**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 Emergency Generator Preventive Maintenance Service  
RFP #09-001**

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**THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE**

\_\_\_\_\_ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Monday, January 28, 2008. Did you visit our website ([www.epcounty.com](http://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?

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