



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

Notice to Interested Parties

Sealed bids will be received at the County Purchasing Department, 800 E. Overland, Suite 300, El Paso, Texas 79901 before 2:00 p.m., **Wednesday, July 15, 2009** to be opened at the County Purchasing Office the same date for **Janitorial Services for the office of Justice of the Peace 2.**

Bids must be in a sealed envelope and marked:
"Bid to be opened July 15, 2009
Janitorial Services for the office of Justice of the Peace 2
Bid #09-059"

Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Tuesday, July 7, 2009, at 12:00 p.m. Questions can be faxed to (915)-546-8180.

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

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

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

PITI VASQUEZ
County Purchasing Agent

BIDDING SCHEDULE

To: El Paso County, Texas

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

Please quote prices and discounts on the following items:

F. O. B. El Paso County

Description – Bid #09-059 Janitorial Services for the office of Justice of the Peace 2 Vendor must meet or exceed specifications
TOTAL COST
\$
Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. Please submit one (1) original copy and two (2) copies of your bid.

Company

Address

Federal Tax Identification No.

City, State, Zip Code

CIQ Document Number

CIQ Sent Date

Representative Name & Title

Telephone

Fax Number

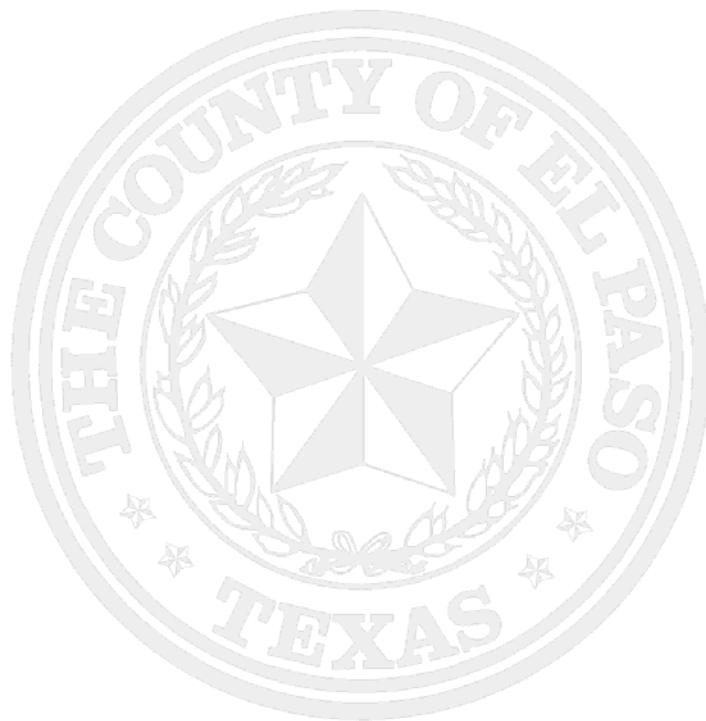
E-mail

Signature

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

Janitorial Services for the office of Justice of the Peace 2

Bid #09-059



**Opening Date
Wednesday, July 15, 2009**

El Paso County Justice Court Precinct Two hereby requests Bids from interested and qualified Janitorial Service Providers (hereinafter called Vendor or Operator) desiring to provide janitorial service for 2 years with three one-year renewal options. The terms "janitorial/janitor" and "custodial/custodian" are used interchangeably and mean the same thing. The services provided will be in accordance with specific provisions of a service contract at the following location:

- El Paso County Northeast Annex, Justice Court Precinct Two, 4641-As Cohen Avenue, El Paso, Texas 79924 - approx. 3,100 square feet

1. CONTRACT ADMINISTRATION

El Paso County will appoint its Facilities Manager/Justice of the Peace Precinct Two Judge 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.

2. VENDOR QUALIFICATIONS

- **EXPERIENCE:** To be considered qualified; the vendor must demonstrate at least five (5) continuous years successful experience in providing janitorial services to commercial or public facilities. Vendors submitting Bid responses for the Justice Court Precinct Two must have experience cleaning facilities of 4,000 square feet or more. 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.
- **EQUIPMENT ASSETS:** 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 carryout all of the duties necessary, including but not limited to: vacuum cleaners, floor buffers, carpet shampoos, buckets, mops, dust mops, etc.

Proposer 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 the Proposer, to be effective on September 30th of the then current fiscal year.

3. SCOPE OF OPERATION

- The selected vendor will be required to provide management services and personnel necessary to efficiently provide janitorial services. Subject to the final Agreement, the selected vendor shall be required to provide the following services: Management and supervision of all janitorial personnel, training and education of janitorial personnel, needs assessment, and conflict resolution. It is the intent of these specifications to adequately describe janitorial service as required by El Paso County Justice Court Precinct Two in sufficient detail to secure competent bids. All normal and usual services or materials not specifically mentioned which are necessary to provide a complete and acceptable service, shall be included in the bid and shall conform in their quality of materials, workmanship, and performance to that which is typical to the trade in general for services of this type.

All square footage specified in this Bid is approximate. It is the vendor's sole responsibility to examine each facility and calculate the square footage for the purposes of determining the contract price for services. Vendors are encouraged to arrange for a walk-through of the Justice Court Precinct Two Facilities in order to completely comprehend the scope of the work to be performed under this Bid.

- **To schedule a walk-through contact Becky Gonzalez, JP2 Court Coordinator at (915) 751-7575 ext. 264**

The vendor shall be responsible for furnishing ALL SUPPLIES and EQUIPMENT necessary to clean all areas of the building AND restock all consumable products including paper towels, toilet paper, trash can liners, and hand soap, as appropriate in accordance with the Schedule of Cleaning. The County of El Paso will not be responsible for supplying ANY products associated directly or indirectly with the janitorial service. The Proposer is expected to furnish ALL equipment, labor, and any other item not expressly listed here, that is necessary to perform and carry out all duties specified in the Schedule of Cleaning, from start to finish, including moving furniture, appliances, and other stationary items to clean under or along the side of such equipment.

4. SUPERVISION

Successful Vendor must furnish at least one (1) supervisor to be responsible for overseeing the work performed by the custodians on a regular and frequent basis. The supervisor shall be responsible for providing each custodian with a copy of the Schedule of Cleaning and assuring they are properly trained and informed to carry out all of the duties. The supervisor shall be available, at the request of the County and at no additional cost, to inspect and/or discuss the satisfactory/unsatisfactory janitorial service, performance, changes, problems, complaints, etc.

5. ADDITIONAL OR EMERGENCY SERVICES

The Vendor may be required to perform certain services outside the normal contract requirements. These services may require personnel, equipment, or a combination of both. The services will be billed and paid for by El Paso County under a separate invoice at the rate stated in the Vendors Bid response.

The County reserves the right to change the services required under this bid, and may adjust the contract price to reflect the cost associated with such changes, either by addition or deletion of total square footage, locations or services. Vendor acknowledges that should El Paso County add or delete any requirement under the Agreement, unit pricing will be used to determine the new contract price.

6. PERSONNEL RESTRICTIONS:

- Under NO circumstance may vendor use his/her County-issued keys to unlock a door for anyone other than themselves. County-issued keys may ONLY be used for the expressed purpose of gaining access to an area to perform the functions of their cleaning duties.
- The vendor will not permit employees to use the telephone in any office area; eat or remove food or drinks from refrigerators; or otherwise remove or handle, except in the act of cleaning, any tangible items found on County premises. Vendor will not allow employees to bring children to work with them while at the El Paso County Justice Court Precinct Two facilities.
- Noisy or disruptive services must be scheduled and performed when the occupants of the area are not present. If this is not possible, the occupants are uncooperative, or there are any other issues preventing the vendor from performing their duties, the Vendor shall notify the Facilities Manager/Judge, and s/he will intervene to coordinate an amiable solution.

7. EL PASO COUNTY COMPLAINT PROCESS

All departments located in the cleaning areas will direct all janitorial complaints to the Justice Court Precinct Two Court Coordinator. Upon each complaint, the coordinator or 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.

8. CONTRACT PERFORMANCE:

The Judge, or his/her delegate, will routinely inspect the janitorial condition of the Justice Court Facilities and appropriately document all deficiencies. Inspection reports will be provided to the Vendor, and the Vendor may request, or be asked by the County, to participate in a joint inspection to identify problem areas and plan appropriate corrective action. The Vendor shall respond to all complaints or unsatisfactory inspection reports in writing, indicating the corrective action that will be taken, and the date by which the problem area will be corrected. In order to prevent complaints, the Vendor shall have a regular systematic inspection by his supervisor to assume maximum efficiency at all times.

9. 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.

The County of El Paso will re-inspect the problem area after the Vendor has had an opportunity to correct the deficiency as stipulated above. If, after re-inspection, the problem area is not corrected within three (3) working days, five percent (5%), per diem, per problem area, will be deducted from the regular monthly price for failure to perform within the terms of the contract.

10. 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 the employee's name at all times.

11. SECURITY

Vendor shall select honest, competent, and courteous personnel to be employed at the Justice Court Precinct Two Facilities, and it shall be the duty of the selected Vendor to train, supervise, and maintain proper surveillance over all its employees to insure integrity and maintain an honest and high standard of service to the public. Vendor shall follow its established company policy and hiring process set forth in this Bid and shall perform pre-employment screening. 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 Vendor, at its own expense, will conduct a criminal background investigation through the FBI in accordance with Homeland Security requirements. The employee must maintain a clear criminal background during the course of their employment while they are assigned to the Justice Court Precinct Two. 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 Justice Court Precinct Two Facilities, either temporarily or permanently. The list shall include the employees' legal name, address, phone number, date of birth, and social security number. The Vendor shall prohibit any employee who has not submitted to a criminal background investigation from entering the premises after hours. This shall include any employee of the Vendor, whether assigned directly, indirectly, or has access to keys, security codes, etc. that would allow them entrance in to the facility after-hours.

Vendor must provide a bond on each employee and agrees to provide a means of ensuring the employees can be searched, if necessary, in case of accusation of theft.

Any violation of security, including but not limited to, unauthorized access to the building, assignment of employees who have not passed a criminal background check through the Vendor, or violation of El Paso County's key policy, will result in immediate termination of the contract.

12. INDEMNIFICATION

The successful Vendor shall defend, indemnify, and save harmless El Paso County Justice Court Precinct Two 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 Justice Court Precinct Two growing out of such injury or damages.

13. INSURANCE

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

- a. Worker's Compensation in accordance with State Territorial Worker's Compensation Laws; and Employers' Liability Insurance;
- b. 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 Bid) 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 \$500,000.00;
- c. Comprehensive automobile and truck liability insurance to include coverage of owned, hired, and non-owned vehicles with minimum limits of \$300,000.00 each occurrence for bodily injury and \$100,000.00 each occurrence for property damage. Such insurance is to include coverage for loading and unloading hazards.

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 Justice Court Precinct Two 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.

14. 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 Justice Court Precinct Two 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 Justice Court Precinct Two, for one or all of the following reasons:

- a. Unsatisfactory performance of Contract;
- b. Security violation;
- c. 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.

15. SUBCONTRACTING: Sub-contracting is not permitted.

16. SELECTION CRITERIA

The County of El Paso will select, award, and enter in to a contract with one firm or more firms to provide janitorial services based on the best overall response in the six criteria categories listed below. The County reserves the right to select the best overall Bid in accordance with Texas Local Government Code and the successful bid may not necessarily be determined by the lowest cost to the County. The firm selected must have a solid business background in the area of providing janitorial services and propose a realistic cleaning schedule, management plan, and quality control.

- A. Cleaning Schedule of Services** **0-20 Points**
Points will be assigned based on the Vendor's Cleaning Schedule of Services in which they will maintain a high standard of sanitary conditions. Particular weight will be given to detailed plans that include the minimum requirements and planning for unforeseen problems and events.
- B. Quality Control and Conflict Resolution** **0-20 Points**
Points will be assigned based on the Vendor's submission of a comprehensive plan to control the quality of services, provide training to employees, implement performance measures, establish procedures to address conflict, and take preventative measures to reduce complaints.
- C. Operating Plan** **0-20 Points**
Points will be assigned based on the proposed Operating Plan and how well it takes in to consideration current needs of the facility and presents the ability to provide adequate and efficient services.
- D. Experience and References** **0-20 Points**
Points will be assigned based on the Vendor's successful experience in providing janitorial services to commercial and/or public facilities over the past consecutive five years. Particular weight will be given to favorable references from other government entities. Experience, qualifications, credentials, and job descriptions of the proposed staffing will be taken in to consideration.

E. Contract Price

0-20 Points

Points will be assigned to the most favorable bid. The County will select the option that best represents a realistic bid for the hours of service that will be provided and the monthly price for service.

17. BID REVIEW

Bids will be reviewed by the County to verify that they meet all specified requirements in this Bid. 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 Bid 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.**

18. BIDS ACCEPTANCE

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

SPECIFICATIONS

A. DAILY & NIGHTLY

1. PRIVATE AND PUBLIC RESTROOMS:

- RESTROOMS SHALL BE SANITARY AT ALL TIMES
- Disinfect, sanitize, remove calcium/scum, and clean all restrooms in their entirety including all commodes, basins, faucets, visible exposed plumbing pipes, fixtures, dispensers, counters, mirrors; doors/walls, hardware, handles, hinges, vents, entrance doors, and floors;
- Remove and dispose of used trash liners, clean/disinfectant interior/exterior of trash receptacle, furnish and replace appropriately sized trash liner;
- Replenish soap, toilet paper, and paper towels (if applicable);
- Report any problems with the plumbing, fixtures, or graffiti to Facilities Management within 24 hours.

2. BREAK ROOM AREA:

- wash dishes and coffee pot
- clean and disinfect microwave, refrigerator, water fountain
- wipe and disinfect counter tops, chairs and table

3. REGULAR TRASH COLLECTION AND DISPOSAL

- All regular trash receptacles – Remove and dispose of used trash liners and contents, clean interior/exterior of trash receptacle, furnish, install, and secure appropriately sized liner. Dispose of collected trash in on-site regular trash dumpster;

4. RECYCLABLE MATERIAL COLLECTION AND DISPOSAL:

- If departments participate in recycling program and there is a dedicated recycling dumpster (provided by the County), recyclables shall be collected separately from trash and will be disposed of in dedicated recycling dumpster, or other method of recycling collection as determined by the Facilities Management Department;

5. VACUUM & SPOT REMOVAL OF CARPETED FLOORS:

- Vacuum all carpeted areas, moving chairs, mats, trashcans, and other non-stationary furniture items as necessary, and assuring that tight corners and areas along walls are reached. Remove spots on carpet with a stain remover as necessary, to prevent permanent stains.

6. TILE & NON-CARPETED FLOOR MAINTENANCE:

- Sweep and dispose of debris, moving chairs, mats, trashcans, and other non-stationary furniture items as necessary. Mop with appropriate mild cleaning solution that will not damage, discolor, or remove wax finish from tile floor, taking care not to leave “splash” marks on walls, furniture, and other items; clean splash marks if necessary. Remove stains and spray-buff as needed.

7. HARD SURFACE AND FURNITURE CLEANING & DUSTING:

- Clean/dust furniture, tables, shelves, cabinets, counters, benches, walls, doors, door frames, interior and exterior glass panels/windows, stainless steel, chrome, laminate, etc. with a cleaning product that is appropriate to the type of surface, taking care not to damage the surface, or disturb items on or around the area being cleaned;

8. JANITORIAL CLOSETS:

- Clean and keep orderly; clean mop sinks thoroughly; empty all mop buckets nightly, and rinse mop thoroughly. Only cleaning supplies and janitorial equipment shall be stored in closet.

9. BUILDING EXTERIOR:

- Pick-up and dispose of litter surrounding facility and parking area.

B. MONTHLY

1. LOBBIES, RECEPTION AREAS, HALLWAYS, AND OTHER OPEN PUBLIC AREAS:

- Clean walls, baseboards, doors, door frames, railings, window ledges, cubicle paneling; dust high areas such as exit/directional signs, vents, mirrors, etc.

2. UPHOLSTERED & HARD SURFACE CHAIRS/SEATING:

- Vacuum or manually brush upholstered chairs and furniture, removing spots with an appropriate stain remover as necessary to prevent permanent stains. Clean hard surface furniture, such as plastic chairs and tables;

3. OFFICE/SUITE WINDOWS:

- Dust window blinds, drapery, or other window treatments/covering as appropriate. Clean and dust window ledges and frames. Clean interior and exterior windows.

C. QUARTERLY

1. CARPETED AREAS:

- Carpeted areas must be shampooed with commercial shampoo equipment and chemical shampoo intended for commercial and high traffic areas at least every four months in a twelve month period.
- Proposer must notify a supervisor of the area scheduled to be shampooed at least 24 hours in advance to allow employees to clear their floor areas as much as possible to allow maximum shampoo coverage and benefit;
- **b.** Proposer must provide a written report to the Facilities Management Department via fax or e-mail of each department/area each time the carpet is shampooed.

D. SEMI-ANNUALLY

1. FLOOR TILE:

- Strip, seal, and wax all tile floors in lobby corridors, restrooms, and offices at least once per every six months within a twelve-month period.
- Proposer must notify a supervisor of the area scheduled to be stripped/waxed at least 24 hours in advance to allow employees to clear their floor areas as much as possible to allow maximum shampoo coverage and benefit;
- Proposer must provide a written report to the Facilities Management Department via fax or e-mail of each department/area each time the floor is stripped/waxed.

2. WOOD FURNITURE: Apply furniture wood oil/conditioner by hand.

E. SUPERVISION

Successful Proposer must furnish at least one (1) supervisor to be responsible for overseeing the work performed by the custodians on a regular and frequent basis and assure that the employees are provided a copy of the Schedule of Cleaning, and are properly trained and instructed on how to perform all job duties in accordance. The supervisor shall be available, at the request of the County and at no additional cost, to inspect and/or discuss the satisfactory/unsatisfactory, janitorial service, performance, changes, problems, complaints, etc.. In order to prevent complaints, the Proposer shall have a regular systematic inspection by his supervisor to assume maximum efficiency at all times.

F. ADDITIONAL OR EMERGENCY SERVICES: The Proposer may be required to perform certain services outside the normal contract requirements. These services may require personnel/equipment or both. The services will be billed and paid for by El Paso County under a separate invoice at the rate stated on the bid and approved by the El Paso County Commissioners Court. The County reserves the right to change the services required under this bid, and may adjust the contract price to reflect the cost associated with such changes (either by addition or deletion of total square footage and/or addition or deletion of one or more locations).

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 statues 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 EAST OVERLAND
ROOM 300, EL PASO, TEXAS 79901
(915) 546-2048, FAX: (915) 546-8180

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

BIDDING CONDITIONS

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

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

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

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

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

NOTICE:

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

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

Health Insurance Benefits Provided By Bidder

Consideration of Health Insurance Benefits*

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

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

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

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

* This page must be included in all responses.



COUNTY OF EL PASO
County Purchasing Department
800 East Overland, Suite 300
El Paso, Texas 79901
(915) 546-2048
(915) 546-8180 Fax

RE: Bid #09-059, Janitorial Services for the office of Justice of the Peace 2

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
Pete Gutierrez, Buyer II
Linda Mena, Inventory Bid Technician
Lucy Balderama, Inventory Bid Technician
Honorable Judge Sissy Hernandez
Becky Gonzalez, JP2 Court Coordinator
Rick Gammon, Constable Pct. 2

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

Bid # 09-059

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

COUNTY OF EL PASO PURCHASING DEPARTMENT

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

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

Instructions: Conflict of Interest Form (CIQ)

- ***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.
- It is the vendor's responsibility to submit the CIQ document number provided by the County Clerk's to the Purchasing Department.
- Please note that the state law requires that the Questionnaire be filed with the COUNTY CLERK no later than the 7th business day after submitting an application, response to an RFP, RFQ, 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.
- File a 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 the attention of the County Clerks office.
- If filing by fax use your fax confirmation (date/time) for your records. To obtain a copy/CIQ document number go to our website at www.epcounty.com, click on public records, click on to Official Public Records - Deeds of Trust, Liens and other public documents (County Clerk), type in the name of your company, on Style: scroll to CIQ-Conflict INT. QUESTIONNAIRE, and click on Search. It will be available on the web-site approximately 5 to 10 business days. Please fax a copy to The Purchasing Department at (915) 546-8180. If you have not yet placed it in your Bid, RFP, RFQ, RFI.
- If you have any questions, please call Lucy Balderama at 915-543-3887 or Linda Mena at 915-546-2195

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) serves as an officer or director; or

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

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

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

(A) is a local government officer; and

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

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

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

- (1) September 1 of each year in which an activity described by Subsection (a) is pending; and
- (2) the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.
- (e) A person is not required to file an updated completed questionnaire under Subsection (d)(1) in a year if the person has filed a questionnaire under Subsection (c) or (d)(2) on or after June 1, but before September 1, of that year.
- (f) A person commits an offense if the person violates this section. An offense under this subsection is a Class C misdemeanor.
- (g) It is a defense to prosecution under Subsection (f) that the person filed the required questionnaire not later than the seventh business day after the date the person received notice of the violation.

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

§ 176.001. Definitions

In this chapter:

- (1) "Commission" means the Texas Ethics Commission.
- (2) "Family member" means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573, Government Code.
- (3) "Local governmental entity" means a county, municipality, school district, junior college district, or other political subdivision of this state or a local government corporation, board, commission, district, or authority to which a member is appointed by the commissioners court of a county, the mayor of a municipality, or the governing body of a municipality. The term does not include an association, corporation, or organization of governmental entities organized to provide to its members education, assistance, products, or services or to represent its members before the legislative, administrative, or judicial branches of the state or federal government.
- (4) "Local government officer" means:
- (A) a member of the governing body of a local governmental entity; or
 - (B) a director, superintendent, administrator, president, or other person designated as the executive officer of the local governmental entity.
- (5) "Records administrator" means the director, county clerk, municipal secretary, superintendent, or other person responsible for maintaining the records of the local governmental entity.

COUNTY OF EL PASO, TEXAS

Solicitation Check List

**Janitorial Services for the office of Justice of the Peace 2
Bid #09-059**

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Wednesday, July 15, 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

_____ **CIQ forms** - you must write the name of your company underneath the signature with your phone number and bid number. 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?