



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

Notice to Interested Parties

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 800 E. Overland, RM 300, El Paso, Texas 79901 before 2:00 p.m., **Wednesday, June 23, 2010** to be opened at the County Purchasing Office the same date for **RFP - Janitorial Services at Multiple County Facilities**.

Proposals must be in a sealed envelope and marked:
“Proposals to be opened **June 23, 2010**
RFP - Janitorial Services at Multiple County Facilities
RFP Number 10-038”

Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Wednesday, June 9, 2010, at 12:00 p.m. Questions can be faxed to (915)-546-8180.

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

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

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

PITI VASQUEZ
County Purchasing Agent

PROPOSAL SCHEDULE

To: El Paso County, Texas

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

Please quote prices and discounts on the following items:

F. O. B. El Paso County

Description – RFP # 10-038 RFP - Janitorial Services at Multiple County Facilities Vendor must meet or exceed specifications
Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. Please submit one (1) original copy and two (2) copies of your bid.

Company

Mailing Address

Federal Tax Identification No.

City, State, Zip Code

CIQ Confirmation Number

CIQ Sent Date

Representative Name & Title

Telephone & Fax Number

Signature

Date

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

RFP - Janitorial Services at Multiple County Facilities

RFP #10-038



**Opening Date
Wednesday, June 23, 2010**

**RFP SPECIFICATIONS
NO. 10-038**

TITLE RFP Janitorial Service At Multiple County Facilities

1. REQUEST FOR PROPOSALS

The County of El Paso, Texas as owner of the facilities listed herein and made part of this bid in El Paso, Texas hereby requests proposals from interested and qualified Janitorial Service Providers (hereinafter called Vendor) desiring to provide janitorial service for 2 years with three one-year renewal options. The services provided will be in accordance with specific provisions of a service contract in accordance with these specifications in their entirety.

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal to provide janitorial services. The County, as represented by its Purchasing Department, intends to use the results of this process to award a contract to one or more Vendors, based on the best proposed value of services.

2. WALK-THROUGH

ONE walk through site visit has been scheduled

Tuesday, June 1st (Sgt. Mann / Lucille Samuel)
9:00 AM Sheriff Academy 12501 Montana

Wednesday, June 2nd (Margarito Jimenez)
9:00 AM JP#6, Place 2 14608 Gregg Drive (Ito)
11:00 AM Mission Valley Annex 190 San Elizario Rd (

Thursday, June 3rd (Monique Aguilar)
9:00 AM Northeast Annex 4641 Cohen
3:00 PM JP#4 1219 Barranca

Friday, June 4th (Monique Aguilar)
9:00 AM JP#7 431 Vinton Road

Under no circumstance may Vendor ask questions during the walk-through. All questions shall be submitted to the County Purchasing Department in accordance with their procedures.

3. CONTRACT ADMINISTRATION

El Paso County will appoint its Facilities Manager as contract administrator with designated responsibilities, which may include, but are not limited to, the inspection and acceptance of all services performed under the contract. The County may designate a person to oversee the janitorial work, and provide direction, scheduling, and coordination, and may provide direction to the Vendor's supervisor.

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 location or services).

4. **VENDOR QUALIFICATIONS**

A. EXPERIENCE: To be considered qualified, the Vendor must demonstrate sufficient experience in successfully providing janitorial services to commercial or public facilities of a size that meets or exceeds the square footage of the County facility for which the Vendor is submitting a bid. The County of El Paso reserves the right to disqualify any Vendor who has had an agreement or contract cancelled, or has had legal action taken against them by a public agency for cause, including failure to perform, non-compliance, or illegal activity.

B. EQUIPMENT ASSETS: The Vendor must have ownership or a long-term lease agreement of all equipment, tools, supplies, and/or materials typically necessary to perform and carryout all of the duties detailed in the Schedule of Cleaning page 6, including but not limited to: vacuum cleaners, floor buffers, carpet shampooers, buckets, mops, dust mops, etc. The County of El Paso will not furnish, provide or otherwise supply any tools, equipment, materials etc. required to perform the duties required under this agreement.

5. **COMMENCEMENT**

Upon award of this RFP by Commissioners Court, the contract shall commence upon a mutually agreed upon effective date. The contract shall be effective for a period of two (2) years, with an option to renew in increments of one (1) year terms, for an additional period of three (3) years at the discretion of the Commissioners Court of El Paso County, Texas. If optional renewal terms are exercised, the terms of the original agreement shall remain in effect and are subject to funding by Commissioners Court. Price will not be negotiated and price increase(s) will only be authorized for an increase as a result of an increase for the following:

- a. Federal/State minimum wage law;
- b. FICA

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

Authorized increases, as described above, may not be charged to the County until October 1st of the effective year, and the Vendor shall notify the County in writing no later than August 1st of the effective year, their intent to increase the contract price.

6. SCOPE OF OPERATION

The selected Vendor will be required to provide janitorial personnel necessary to adequately perform janitorial services that meets or exceeds the minimum requirements described in page 6, Schedule of Cleaning and management/supervisor personnel that will oversee the janitorial service and performance of staff, provide training, needs assessment, and conflict resolution.

The Vendor shall be responsible for furnishing ALL CLEANING SUPPLIES, CONSUMABLE PRODUCTS, and EQUIPMENT necessary to perform the duties in accordance with # 7, page 6. Schedule of Cleaning, including the restocking of all consumable products such as 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 provider. The Vendor is required to furnish ALL supplies (including paper towels, toilet paper, hand soap, trash bags, etc.) 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 heavy items to clean under or along the side of such equipment.

7. SCHEDULE OF CLEANING: The Schedule of Cleaning listed below shall be the MINIMUM of services required by El Paso County. It is expressly understood that El Paso County may add or delete requirements under this schedule in the order to assure that all scheduled properties are properly cleaned.

A. DAILY SERVICE

1. PRIVATE AND PUBLIC RESTROOMS, SHOWER/LOCKER ROOM:

- a. Disinfect, sanitize, remove calcium/scum, and clean all restrooms in their entirety including all commodes, urinals sinks, basins, faucets, visible exposed plumbing pipes, fixtures, dispensers, counters, mirrors; stall doors/walls, hardware, handles, hinges, vents, entrance doors, and floors;
- b. Remove and dispose of used trash liners, including sanitary napkin disposal containers; clean/disinfectant interior/exterior of trash receptacle, furnish and replace appropriately sized trashcan liner;
- c. Replenish soap, toilet paper, and paper towels in dispensers. Please note that it is not required to supply paper towels to restrooms where there are electric hand dryer(s) installed.
- d. If location has a shower or locker room, the shower stall, doors, partitions, floors, sinks, drains, and fixtures shall be cleaned and disinfected.
- e. Report any problems with the plumbing, fixtures, or graffiti to Facilities Management with 24 hours.

2. KITCHENETTE AREAS / BREAK ROOM: Clean and disinfect sink, counters, and table. Vendor is not responsible for cleaning the inside or outside surface of refrigerator, microwave, and other appliances; however Vendor is responsible for cleaning underneath and the surrounding floor, counter, table, wall.

3. **REGULAR TRASH COLLECTION AND DISPOSAL:** All regular trash receptacles – remove and dispose of trash from receptacles, furnish and install liner as necessary; clean interior and exterior of trash receptacle as necessary.
4. **RECYCLABLE MATERIAL COLLECTION AND DISPOSAL:** If there is a recycling program at the location, the County will provide a dedicated recycling dumpster at it's own expense, and County employees will collect recyclable materials in a separate, clearly marked, recycling container. The janitorial staff shall collect the contents of the recycling container separately from the regular trash and dispose of the recycling in the dedicated recycling dumpster.
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 to avoid leaving 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, water fountains, partitions, benches, walls, doors, door frames, interior and exterior glass panels/windows/mirrors, 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. **WINDOWS AND GLASS:** Clean glass doors and ground-level glass windows, removing fingerprints, smudges, using care to avoid damaging any window lettering and signage.
9. **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.
10. **BUILDING EXTERIOR:** Pick-up and dispose of litter surrounding facility and parking area. Empty trash/ash receptacles if present.

B. DAY SERVICE (SOME LOCATIONS)

If Day Service is required, as indicated by location, the Vendor shall provide at least one custodian to provide cleaning services during the standard work week, between the hours of 8:00 am and 5:00 pm, as specified. The Vendor shall provide the custodian with a pager, cell phone, or other method of communication so that the County may contact the custodian for immediate response to unforeseen cleaning issues as they occur. The Day Service is required to:

1. Clean public restrooms periodically at regular intervals, and restock paper and soap as necessary.

2. Clean lobby areas and hallways; remove trash and debris, clean glass doors.
3. Clean secured areas that are not accessible to the night janitorial crew.
4. Respond to calls to clean spills and other unforeseen cleaning necessities that occur throughout the day.
5. Perform any other janitorial duty covered under the Schedule of Cleaning as necessary.

C. MONTHLY

1. **LOBBIES, RECEPTION AREAS, HALLWAYS, ETC:** 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 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.
 - a. Vendor must notify the Facilities Management Department 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. Vendor 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.
 - a. Vendor must notify the Facilities Management Department 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;
 - b. Vendor 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.
2. **WOOD FURNITURE:** Apply furniture wood oil/conditioner by hand.

E. 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 and assure that the employees are provided a copy of the Schedule of Cleaning, are properly trained, and are 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. The supervisor is expected to coordinate janitorial work and assignments with the County's contract administrator or designated representative.

F. ADA COMPLIANCE: If an area requires special accommodations under the Americans with Disabilities Act that relate directing or indirectly to janitorial services or products used, the County will notify the Vendor in writing. The Vendor must comply with any ADA modifications that include, but are not limited to, use of products containing specific chemicals; special scheduling of certain cleaning tasks; etc.

G. 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 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 El Paso County Commissioners Court.

Additional or emergency service fees may not be charged if the problem occurs during the time a dayshift person is on site, nor may additional fees be charged for services, even if they are an "emergency" if the task can reasonably be completed within normal daily/weekly duties. Additional or emergency service fees are for the purpose of covering MAJOR occurrences such as massive flooding, or assisting in the cleanup of a major disaster, destruction, or repair.

H. PERSONNEL RESTRICTIONS:

1. 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 duties.
2. The Vendor will not permit employees to use the telephone in any office area; eat or remove food or beverages from refrigerators; or otherwise remove or handle, except in the act of cleaning, any papers or other items found on County premises. Vendor will not allow employees to bring children to work with them while at the El Paso County facilities.
3. 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 any other issues preventing the Vendor from performing these duties, the Vendor shall notify the Facilities Manager, and s/he will intervene and coordinate an amiable solution.

8. EL PASO COUNTY COMPLAINT PROCESS

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

9. CONTRACT PERFORMANCE

The Facilities Manager or his/her delegate, will routinely inspect the janitorial condition of the premises and will investigate and appropriately document all complaints. Inspection reports will be provided to the Vendor, and the Vendor may participate in a joint inspection to identify problem areas and plan appropriate corrective action. The Vendor shall respond to an unsatisfactory inspection report in writing, indicating the corrective action that is necessary, and specify the date by which the problem will be corrected.

10. 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 areas are 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.

11. UNIFORMS

Vendor will assure that all personnel are in clean and appropriate work attire with a shirt imprinted with the company name/logo OR plain clothes with an official identification badge affixed to their clothing that properly identifies the Vendor's company and employee's name at all times.

12. SECURITY

Vendor shall select honest, competent, and courteous personnel to be employed at County facilities, and it shall be the duty of the selected Vendor to train, supervise, and maintain proper surveillance over all its employees to ensure their integrity and maintain an honest and high standard of service to the public. Vendor shall follow its established company policy hiring process set forth in its Proposal and shall perform pre-employment screening including criminal background checks on newly hired employees.

Vendor shall only assign employees, whether short or long term, that have a clear criminal background record, with NO conviction of a felony or Class A or B misdemeanor. The employee must maintain a clear criminal background during the course of their employment while they are assigned to any County facility. If their status changes at any time during the course of the contract, the Vendor shall immediately

remove the employee from providing service and replace them with an employee with a clear criminal background.

The Vendor shall provide a list of all employees who are assigned, or have access to the facility. Each employee is required to submit a fingerprint card and supply personal information including employee's legal name, address, phone number, date of birth, and social security number with 24 hours of assignment. This requirement applies to all personnel assigned to the facility 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 in accordance with ¶13 and agrees to provide a means of ensuring the employees can be searched, if necessary, in case of accusation of theft.

13. INDEMNIFICATION

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

14. INSURANCE

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

- 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 RFP) fully insuring Vendor's liability for injury to, or death of, County employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a minimum coverage for each occurrence of \$500,000.00;
- c. Comprehensive automobile and truck liability insurance to include coverage of owned, hired, and non-owned vehicles claimed as a business expense for tax purposes, 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. If the Vendor has no qualifying vehicles, they may submit a written statement that they do not own, lease, hire, or have any vehicles claimed as a business expense for tax purposes.
- d. Employee Dishonesty & Fidelity Crime Bond with minimum limit of \$50,000.00.

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 as Certificate Holder, at the mailing address of:

County of El Paso
Facilities Management Department
500 E. San Antonio, Suite M1
El Paso, Texas 79901

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 in full effect.

15. CANCELLATION TERMS

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

- a. Unsatisfactory performance of Contract
- b. Inability or failure of the Vendor to fulfill any 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 five (5) day's written notice, but shall compensate Vendor for all work performed prior to such cancellation and allow sufficient time for the Vendor to remove any equipment or supplies owned by them.

16. SUBCONTRACTING: Sub-contracting is not permitted.

17. SELECTION CRITERIA

The County of El Paso will select, award, and enter in to a contract with one firm 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 proposal in accordance with Texas Local Government Code and the successful proposal 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, quality control.

18. PROPOSAL REVIEW

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

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

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

19. PROPOSAL ACCEPTANCE

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

20. MANDATORY FORMAT AND SEQUENCE OF PROPOSAL

Vendors **MUST** comply with the format requirements listed below in their entirety and in the order listed below. The Vendor **MUST** answer ALL questions in the attached Proposal Form and submit each questionnaire as the 1st page in the appropriate corresponding TAB Number. The Vendor may submit additional documents, information, and/or reports, as required, optional, or relevant in each section as appropriate.

TAB 1	PROPOSAL PRICE PER LOCATION
TAB 2	LEGAL IDENTIFICATION & QUALIFICATIONS
TAB 3	REFERENCES
TAB 4	CLEANING SCHEDULE
TAB 5	OPERATIONS
TAB 6	INSURANCE & BOND

PROPOSAL FORM INSTRUCTIONS

All documents in the following Proposal Form must be submitted in the Tab Order and Attachment Sequence as specified. Corresponding information, reports, documents, etc. must be submitted behind the first page of each corresponding Proposal Form Tab Number in sequential order and as appropriate to the subject matter.

If a question does not apply, enter “N/A”, do not leave blank. If an entire section of questions do not apply, you may draw a heavy lined “X” through the section.

You may use additional sheets of paper to answer questions or provide additional information not specifically asked; however, you must write “See Attachment #___” in the corresponding question’s answer line.

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

PROPOSAL FORM TAB #1A PROPOSAL PRICE

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

Building: El Paso County Northeast Annex
4641 Cohen Avenue
El Paso, Texas

Approximate Size: 13,600 Sq Ft

It is the Vendor's SOLE RESPONSIBILITY to calculate actual square feet of facility used to determine price/rates.

Contract Price \$ _____ **Per Month**

Rate \$ _____ **Per Square Foot**

Vendor's Calculation of Facility Sq Ft _____

Additional / Emergency Services \$ _____ **Per Hour** OR \$ _____ **Flat Rate**

Schedule Detail:

Please provide the number of janitorial staff that will work per week or per hour, and the number of hours per day or per week. If schedule will vary, please indicate the amount on average.

<u>Labor</u>	<u># Staff</u>	<u>Hrs/Day</u>	<u>Hrs/Week</u>
Janitorial (Night)	_____	_____Hrs	_____Hrs
Supervisory	_____	_____Hrs	_____Hrs

Janitorial (Day) Not Applicable At This Location

Janitorial Supplies:

Based on the walk-through site evaluation and requirements stated in these specifications, please indicate the quantity and you estimate will be associated with this building.

<u>Product</u>	<u>Quantity</u>	<u>Amount</u>
Paper Towels	_____Cs/Month	\$ _____/Month
Toilet Paper	_____Cs/Month	\$ _____/Month
General Cleaning	_____Cs/Month	\$ _____/Month
Carpet Shampoo	_____Cs/Year	\$ _____/Year
Floor Stripper/Wax	_____Cs/Year	\$ _____/Year

**PROPOSAL FORM TAB #1B
PROPOSAL PRICE**

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

Building: El Paso County Mission Valley Annex
190 San Elizario Road
Clint, Texas

Approximate Size: 13,440 Sq Ft

It is the Vendor's SOLE RESPONSIBILITY to calculate actual square feet of facility used to determine price/rates.

Contract Price \$ _____ **Per Month**

Rate \$ _____ **Per Square Foot**

Vendor's Calculation of Facility Sq Ft _____

Additional / Emergency Services \$ _____ **Per Hour** OR \$ _____ **Flat Rate**

Schedule Detail:

Please provide the number of janitorial staff that will work per week or per hour, and the number of hours per day or per week. If schedule will vary, please indicate the amount on average.

<u>Labor</u>	<u># Staff</u>	<u>Hrs/Day</u>	<u>Hrs/Week</u>
Janitorial (Night)	_____	_____Hrs	_____Hrs
Supervisory	_____	_____Hrs	_____Hrs
Janitorial (Day)	Not Applicable At This Location		

Janitorial Supplies:

Based on the walk-through site evaluation and requirements stated in these specifications, please indicate the quantity and you estimate will be associated with this building.

<u>Product</u>	<u>Quantity</u>	<u>Amount</u>
Paper Towels	_____Cs/Month	\$ _____/Month
Toilet Paper	_____Cs/Month	\$ _____/Month
General Cleaning	_____Cs/Month	\$ _____/Month
Carpet Shampoo	_____Cs/Year	\$ _____/Year
Floor Stripper/Wax	_____Cs/Year	\$ _____/Year

**PROPOSAL FORM TAB #1C
PROPOSAL PRICE**

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

Building: El Paso County Sheriff Training Academy
12501 Montana
El Paso, Texas

Approximate Size: Academy 24,444 Sq Ft Range 4,864 Sq Ft
Total 29,308 Sq Ft

It is the Vendor's SOLE RESPONSIBILITY to calculate actual square feet of facility used to determine price/rates.

Contract Price \$ _____ **Per Month**

Rate \$ _____ **Per Square Foot**

Vendor's Calculation of Facility Sq Ft _____

Additional / Emergency Services \$ _____ **Per Hour** OR \$ _____ **Flat Rate**

Schedule Detail:

Please provide the number of janitorial staff that will work per week or per hour, and the number of hours per day or per week. If schedule will vary, please indicate the amount on average.

<u>Labor</u>	<u># Staff</u>	<u>Hrs/Day</u>	<u>Hrs/Week</u>
Janitorial (Night) Hrs/Week	Not Applicable	This Location	<u>20</u>
Supervisory	_____	_____Hrs	_____Hrs
Janitorial (Day)	Mon – Fri	1:00 p.m. to 5:00 p.m.	

Janitorial Supplies:

Based on the walk-through site evaluation and requirements stated in these specifications, please indicate the quantity and you estimate will be associated with this building.

<u>Product</u>	<u>Quantity</u>	<u>Amount</u>
Paper Towels	Sheriff's Department Will Furnish	
Toilet Paper	Sheriff's Department Will Furnish	
Hand Soap & Deodorizer	Sheriff's Department Will Furnish	
General Cleaning	_____Cs/Month	\$ _____/Month
Carpet Shampoo	_____Cs/Year	\$ _____/Year
Floor Stripper/Wax	_____Cs/Year	\$ _____/Year

**PROPOSAL FORM TAB #1D
PROPOSAL PRICE**

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

Building: El Paso County Justice of the Peace #4
1219 Barranca
El Paso, Texas

Approximate Size: 1,570 Sq Ft

It is the Vendor's SOLE RESPONSIBILITY to calculate actual square feet of facility used to determine price/rates.

Contract Price \$ _____ **Per Month**

Rate \$ _____ **Per Square Foot**

Vendor's Calculation of Facility Sq Ft _____

Additional / Emergency Services \$ _____ **Per Hour** OR \$ _____ **Flat Rate**

Schedule Detail:

Please provide the number of janitorial staff that will work per week or per hour, and the number of hours per day or per week. If schedule will vary, please indicate the amount on average.

<u>Labor</u>	<u># Staff</u>	<u>Hrs/Day</u>	<u>Hrs/Week</u>
Janitorial (Night)	_____	_____Hrs	_____Hrs
Supervisory	_____	_____Hrs	_____Hrs

Janitorial (Day) Not Applicable At This Location

Janitorial Supplies:

Based on the walk-through site evaluation and requirements stated in these specifications, please indicate the quantity and you estimate will be associated with this building.

<u>Product</u>	<u>Quantity</u>	<u>Amount</u>
Paper Towels	_____Cs/Month	\$ _____/Month
Toilet Paper	_____Cs/Month	\$ _____/Month
General Cleaning	_____Cs/Month	\$ _____/Month
Carpet Shampoo	_____Cs/Year	\$ _____/Year
Floor Stripper/Wax	_____Cs/Year	\$ _____/Year

**PROPOSAL FORM TAB #1E
PROPOSAL PRICE**

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

Building: El Paso County Justice of the Peace #6, Place 2
14608 Greg Drive
El Paso, Texas

Approximate Size: 1,344 Sq Ft

It is the Vendor's SOLE RESPONSIBILITY to calculate actual square feet of facility used to determine price/rates.

Contract Price \$ _____ **Per Month**

Rate \$ _____ **Per Square Foot**

Vendor's Calculation of Facility Sq Ft _____

Additional / Emergency Services \$ _____ **Per Hour** OR \$ _____ **Flat Rate**

Schedule Detail:

Please provide the number of janitorial staff that will work per week or per hour, and the number of hours per day or per week. If schedule will vary, please indicate the amount on average.

<u>Labor</u>	<u># Staff</u>	<u>Hrs/Day</u>	<u>Hrs/Week</u>
Janitorial (Night)	_____	_____ Hrs	_____ Hrs
Supervisory	_____	_____ Hrs	_____ Hrs
Janitorial (Day)	Not Applicable At This Location		

Janitorial Supplies:

Based on the walk-through site evaluation and requirements stated in these specifications, please indicate the quantity and you estimate will be associated with this building.

<u>Product</u>	<u>Quantity</u>	<u>Amount</u>
Paper Towels	_____ Cs/Month	\$ _____ /Month
Toilet Paper	_____ Cs/Month	\$ _____ /Month
General Cleaning	_____ Cs/Month	\$ _____ /Month
Carpet Shampoo	_____ Cs/Year	\$ _____ /Year
Floor Stripper/Wax	_____ Cs/Year	\$ _____ /Year

**PROPOSAL FORM TAB #1F
PROPOSAL PRICE**

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

Building: El Paso County Justice of the Peace #7
431 Vinton Road
Vinton, Texas

Approximate Size: 2,400 Sq Ft

It is the Vendor's SOLE RESPONSIBILITY to calculate actual square feet of facility used to determine price/rates.

Contract Price \$ _____ **Per Month**

Rate \$ _____ **Per Square Foot**

Vendor's Calculation of Facility Sq Ft _____

Additional / Emergency Services \$ _____ **Per Hour** OR \$ _____ **Flat Rate**

Schedule Detail:

Please provide the number of janitorial staff that will work per week or per hour, and the number of hours per day or per week. If schedule will vary, please indicate the amount on average.

<u>Labor</u>	<u># Staff</u>	<u>Hrs/Day</u>	<u>Hrs/Week</u>
Janitorial (Night)	_____	_____Hrs	_____Hrs
Supervisory	_____	_____Hrs	_____Hrs
Janitorial (Day)	Not Applicable At This Location		

Janitorial Supplies:

Based on the walk-through site evaluation and requirements stated in these specifications, please indicate the quantity and you estimate will be associated with this building.

<u>Product</u>	<u>Quantity</u>	<u>Amount</u>
Paper Towels	_____Cs/Month	\$ _____/Month
Toilet Paper	_____Cs/Month	\$ _____/Month
General Cleaning	_____Cs/Month	\$ _____/Month
Carpet Shampoo	_____Cs/Year	\$ _____/Year
Floor Stripper/Wax	_____Cs/Year	\$ _____/Year

PROPOSAL FORM TAB #2

Legal Identification & Qualifications

1. Legal Name of Business: _____

2. Legal Description of business ___Corporation ___LLC ___LLP
Other _____

3. Business Address _____

City, State, Zip _____

4. Owner, President, Interested Parties: _____

5. Number of Years Under This Business Name _____

6. Number of Employees Under This Business Name _____

7. List All Government Agencies Serviced; Current or Past 5 Years:

8. Have you ever defaulted on a contract, including cancelling a contract early?
_____No _____Yes (Please explain on separate sheet.)

Has a government agency ever cancelled a contract early or taken legal action for cause? _____No _____Yes (Please explain on separate sheet.)

**PROPOSAL FORM TAB #3
REFERENCES**

Instructions: You must provide THREE references, preferable government entities or businesses in which you have provided janitorial service for more than one year. Please duplicate this Release of Information for each of the three references you will provide.

Company _____

Contact Person _____

Phone No. _____

Company _____

Contact Person _____

Phone No. _____

Company _____

Contact Person _____

Phone No. _____

**PROPOSAL FORM TAB #4
CLEANING SCHEDULE**

Please provide a detailed description of the Cleaning Schedule you are proposing to implement at the facility that meets or exceeds the cleaning schedule described in page 6. Include your typical cleaning practices, procedures, and the frequency that each service will be provided.

**PROPOSAL FORM TAB #5
OPERATIONS**

Please provide a copy of the following policies and procedures your company has for the following:

1. Employee Rules/Regulations
2. Absenteeism / Tardiness
3. Hiring
4. Background Checks
5. Security
6. Safety
7. Training
8. Quality Control
9. Complaint Procedure & Resolutions

PROPOSAL FORM TAB #6 INSURANCE & BOND

Please attach copies of company's insurance documentation, as required in no. 14, page 11 of this RFP as follows:

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

- 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 RFP) fully insuring Vendor's liability for injury to, or death of, County employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a minimum coverage for each occurrence of \$500,000.00;
- c. Comprehensive automobile and truck liability insurance to include coverage of owned, hired, and non-owned vehicles that are used in the delivery of services, 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.
- d. Employee Dishonesty & Fidelity Crime Bond with minimum limit of \$50,000.00.

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

County of El Paso
Facilities Management Department
500 E. San Antonio, Suite M1
El Paso, Texas 79901

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.

COUNTY OF EL PASO, TEXAS

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS*

Instructions for the certifications:

General Requirements

The County of El Paso, Texas is required to obtain from all applicants of federal funds or pass-through certifications regarding federal debt status, debarment and suspension, and a drug free workplace. Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Applicants should refer to the regulations cited below to determine the certifications to which they are required to attest. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying," 21 CFR part 1414, Government wide Debarment and Suspension (Non procurement), Certification Regarding Federal Debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the County of El Paso determines to award the covered cooperative agreement

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over \$100,000, as defined at 21 CFR Part 1405, the applicant certifies that;

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement,

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to the application.

2. DRUG-FREE WORKPLACE

As required by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. The applicant certifies that it will or will continue to provide a drug free workplace by:

(a). Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee must

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The County of El Paso, Texas, 500 East San Antonio Street, Suite 406, El Paso, Texas 79901. Notice shall include the identification number of each affected grant

(f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

3. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-129)

The Applicant certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 ec seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

*All three (3) pages of this document must be included in all responses.

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
LINDA MENA, INVENTORY BID TECHNICIAN

PROPOSAL CONDITIONS

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

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

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

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

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

NOTICE:

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

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

Health Insurance Benefits Provided By Bidder

Consideration of Health Insurance Benefits*

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

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

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

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

* This page must be included in all responses.



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

RE: RFP #10-038, RFP - Janitorial Services at Multiple County Facilities

Dear Vendor:

As of January 1, 2006, the Texas Local Government Code Chapter 176 requires all vendors and potential vendors who contract or seek to contract for the sale or purchase of property, goods, or services with any local government entity to complete and submit a Conflicts of Interest Questionnaire. A copy of the requirements regarding vendors is attached. Also attached is a copy of the Questionnaire which needs to be filed and was prepared and approved for statewide use by the Texas Ethics Commission.

In filing out the Questionnaire, the following are the County Officers that will award the bid and the employees which will make a recommendation to the Commissioners Court:

County Officers: County Judge Anthony Cobos
Commissioner Anna Perez
Commissioner Veronica Escobar
Commissioner Willie Gandara, Jr.
Commissioner Dan Haggerty

County Employees: Piti Vasquez, Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Peter Gutierrez, Buyer II
Linda Mena, Inventory Bid Technician
Lucy Balderama, Inventory Bid Technician
Monique Aguilar, Facilities Management Department

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

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 of your fax confirmation (date/time) 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 Linda Mena or Lucy Balderama at 915-546-2048

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

RFP # 10-038

1 Name of person who has a business relationship with local governmental entity.

2

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

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

3

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

Name of Officer

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

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

Yes No

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

Yes No

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

Yes No

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

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) serves as an officer or director; or

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

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

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

(A) is a local government officer; and

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

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

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

(1) September 1 of each year in which an activity described by Subsection (a) is pending; and

(2) the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

(e) A person is not required to file an updated completed questionnaire under Subsection (d)(1) in a year if the person has filed a questionnaire under Subsection (c) or (d)(2) on or after June 1, but before September 1, of that year.

(f) A person commits an offense if the person violates this section. An offense under this subsection is a Class C misdemeanor.

(g) It is a defense to prosecution under Subsection (f) that the person filed the required questionnaire not later than the seventh business day after the date the person received notice of the violation.

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

§ 176.001. Definitions

In this chapter:

(1) "Commission" means the Texas Ethics Commission.

(2) "Family member" means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573, Government Code.

(3) "Local governmental entity" means a county, municipality, school district, junior college district, or other political subdivision of this state or a local government corporation, board, commission, district, or authority to which a member is appointed by the commissioners court of a county, the mayor of a municipality, or the governing body of a municipality. The term does not include an association, corporation, or organization of governmental entities organized to provide to its members education, assistance, products, or services or to represent its members before the legislative, administrative, or judicial branches of the state or federal government.

(4) "Local government officer" means:

(A) a member of the governing body of a local governmental entity; or

(B) a director, superintendent, administrator, president, or other person designated as the executive officer of the local governmental entity.

(5) "Records administrator" means the director, county clerk, municipal secretary, superintendent, or other person responsible for maintaining the records of the local governmental entity.

COUNTY OF EL PASO, TEXAS

Check List

**RFP - Janitorial Services at Multiple County Facilities
RFP #10-038**

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Wednesday, June 23, 2010. Did you visit our website (www.epcounty.com) for any addendums?

_____ Did you sign the Bidding Schedule?

_____ Did you sign the “Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Nondiscrimination Status And Implementing Regulations” document?

_____ Did you sign the “Consideration of Insurance Benefits” form?

_____ Did you file a copy of the completed Conflict of Interest Questionnaire (Form CIQ) with the El Paso County Clerk (in person or by mail to 500 E. San Antonio, Suite 105, El Paso, TX 79901 or by fax to 915-546-2012 attention Joann) and write the confirmation number given as proof of filing on your bidding schedule? Please include the completed and signed form with your response whether a relationship exists or not.

_____ If your bid totals more than \$100,000, did you include a bid bond?

_____ Did you provide one original and two (2) copies of your response?
