



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

Notice to Interested Parties

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 800 E. Overland, RM 300, El Paso, Texas 79901 before 2:00 p.m., **Wednesday, October 20, 2010** to be opened at the County Purchasing Office the same date for **Elevator Maintenance and Repair at Parking Garage #1**.

Proposals must be in a sealed envelope and marked:
“Proposals to be opened **October 20, 2010**
Elevator Maintenance and Repair at Parking Garage #1
RFP Number 10-075”

Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Tuesday, October 12, 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 # 10-075 Elevator Maintenance and Repair at Parking Garage #1 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

Signature

Fax Number

Date

Email Address

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

Elevator Maintenance and Repair at Parking Garage #1

RFP #10-075



**Opening Date
Wednesday, October 20, 2010**

**COUNTY OF EL PASO
FACILITIES MANAGEMENT DEPARTMENT**

**RFP SPECIFICATIONS
NO. 10-075**

TITLE	<u>Elevator Maintenance and Repair at Parking Garage #1</u>		
APPROVAL DATE	<u>09/13/10</u>	AGENDA ITEM #	<u>23</u>
QUESTIONS DEADLINE	<u>10/12/10</u>	OPENING DATE	<u>OCTOBER 20, 2010</u>

LOCATION OF PROJECT

El Paso County Parking Garage #1
500 E. Overland
El Paso, Texas 79901

CONTRACT/PROJECT SUPERVISOR

Facilities Management Department
Facilities Manager

COMMENCEMENT DATE: The Vendor shall commence within 60 days upon award of the Bid/RFP all necessary processes and arrangements to perform the service(s) specified in this document.

EQUIPMENT

The El Paso County Parking Garage #1 is located at 500 E. Overland Street, El Paso, Texas 79901 constructed in 1988. There are two (2) Geared Elevators manufactured by Otis Elevator. The last annual inspection of the elevators was performed on November 10, 2009, and the last five-year inspection was performed on August 6, 2008. Both elevators passed inspection and there are no known problems or discrepancies. It is the intent of the Request For Proposals (RFP) to solicit bids for the maintenance and repair of El Paso County Parking Garage #1. All Vendors are advised and encouraged to inspect the elevators, equipment, and facility to be serviced prior to submitting an RFP, as Vendor accepts elevators and equipment "as is" when contract commences, and no claims will be accepted for any portion of the cost of initial replacement of parts or labor.

SCOPE

It is the intent of the Request For Proposals (RFP) to solicit bids for the maintenance and repair of El Paso County Parking Garage #1. All Vendors are advised and encouraged to inspect the elevators, equipment, and facility to be serviced prior to submitting an RFP, as Vendor accepts elevators and equipment "as is" when contract commences, and no claims will be accepted for any portion of the cost of initial replacement of parts or labor.

DESCRIPTION

All work under this contract shall be performed in accordance with the requirements and specifications stated in this RFP, subsequent contract, and under direction of the El Paso County Facilities Management Department. All communication, verbal or written, shall be directed to the Facilities Manager throughout the term of the entire contract.

Vendor shall designate and assign at least one (1) qualified elevator maintenance technician who will act as the primary technician for the location specified in this RFP. The technician shall be experienced with equipment specified in this RFP and shall provide continual repair, testing, inspections, and preventative maintenance at regular intervals in accordance with the Texas Department of Licensing and Regulations, ANSI, EEE, ADA, and Texas Accessibility Standards. All personnel shall be qualified to keep equipment properly adjusted and use all reasonable care to maintain the elevators in a clean, proper and safe operating condition.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

AWARD

El Paso County reserves the right to award this contract on the basis of BEST PROPOSAL in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one Vendor, to reject any or all bids. All Vendors will be notified of the Commissioners Court meeting in which the Proposal will be awarded and may attend at their own discretion.

CONTRACT TERM

The term of this contract is for a period of four (4) years and will expire on September 30, 2014. Upon expiration the expiration date, the contract shall automatically convert to a month-to-month agreement with the then current pricing.

MANDATORY FORMAT AND SEQUENCE OF PROPOSAL

All proposals must be submitted on typed on standard 8 ½ x 11 paper, indexed with a table of contents and placed in a ring or prong binder or stapled so that the pages of the RFP are easily detachable. Proposals shall not be submitted in spiral form, glued, or with a binding spine. Vendors MUST submit a complete response and answer ALL questions, and provide all information and documentation, required in each of the attachments, and in the RFP. If a question does not apply, or the Vendor does not have the required information/documentation, the Vendor MUST state so specifically in the response. Vendors are welcomed and encouraged to provide any *additional* information, documentation, or presentations at their choosing in the appropriate section. Proposals MUST be organized in the following order for consistency and easy screening:

TAB 1	PRICING
TAB 2	LEGAL IDENTIFICATION AND QUALIFICATIONS
TAB 3	MAINTENANCE & COMPLIANCE PROGRAM
TAB 4	REFERENCES
TAB 5	INSURANCE REQUIREMENTS

SUPPLEMENTAL MATERIALS

Vendors are responsible for including all pertinent product data in the RFP submittal. Literature, brochures, data sheets, specification information, completed forms, requested as part of the RFP package, and any other facts which may affect the evaluation and subsequent contract award should be included. If the Vendor wishes to use their own contract, it shall be included in the RFP response. The Vendor's contract may not contain any terms that conflict with the minimum requirements of the specifications, and must include the RFP in its entirety as Exhibit One. If Vendor does not include a sample contract, the County of El Paso will draft a contractual agreement based upon this RFP. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. All prices must be written in ink or typewritten. Where unit pricing and extended pricing differ, unit pricing prevails.

Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract other than what is declared and mutually agreed upon in this RFP response. Vendors shall use financial analysis and union negotiation history to project potential increases and use the results to determine a fixed rate cost over the entire term of the contract.

Vendor may stipulate an annual percentage increase; however they MUST cap the percentage at a specific amount. For example: Annual increase shall not exceed

3% per contract year. Unit pricing, i.e. hourly charges for services not covered under contract, MUST include all charges relevant to the entire hourly rate, including labor, travel, materials, and any other charge that the Vendor typically charges, or plans to charge, for services not covered under the maintenance agreement. The Vendor MUST clearly define how the hourly charge is calculated and from what event the clock starts and ends.

COMPLIANCE REQUIREMENTS

Vendor must submit a complete copy of their Maintenance Management Program as required by ASME A-17.1-8.6 and Texas Department of Licensing and Regulations.

Vendor must submit copies of their company's forms used to record elevator tests, inspections, maintenance tasks, preventative maintenance, and repairs as required by ASME A17.1-2000 (8.11.1.3 Periodic Inspection and Test Frequency). Upon award, the compliance documentation submittals may be incorporated in to a record book to be completed by the elevator maintenance technicians. All compliance log books shall be completed and maintained on-site. All compliance records shall remain the property of the County of El Paso at all times, including upon termination of the contract for any reason.

Upon award of a contract, Vendor shall be responsible for submitting material safety data sheets in accordance with the Hazardous Communication Act, commonly known as the "Texas Right To Know Act" for all products that are kept on site, as necessary, to maintain the elevators.

El Paso County reserves the right to request, and receive at no additional cost, up to two (2) times during term of the contract, a usage report detailing the products and/or services furnished to date under a contract resulting from this RFP. The reports must be furnished no later than five (5) working days upon receipt of the request and shall itemize all maintenance, repair, and inspection records; purchases and part replacements to date, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

ANNUAL & FIVE-YEAR STATE INSPECTIONS

El Paso County will provide Vendor with a copy of the annual and 5-year elevator inspection reports upon receipt. Vendor MUST provide written acknowledgement of any and all discrepancies noted on the inspection report within 48 hours upon receipt, and must furnish adequate correction of the discrepancy, or a bonafide quote to correct the discrepancy, within 30 days. If a quote for correction is appropriate, the Vendor MUST complete the correction within 30 days upon receipt of the purchase order for the correction as furnished by the County.

INVOICES AND PAYMENTS

Vendors shall submit an original invoice to the Facilities Management Department in a timely manner and allow 30 days for payment upon receipt of the invoice. Invoices

must be itemized. Any invoice which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Vendor for correction. Contracts are paid on a monthly basis only. If a Vendor submits quarterly billing, the invoice will be processed for payment in the last week of the last month of the quarter.

TERMINATION

El Paso County reserves the right to terminate the contract for default if Vendor breaches any of the terms therein. Such right of termination is in addition to, and not in lieu of any other remedies which El Paso County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to El Paso County's satisfaction and/or to meet all other obligations and requirements. El Paso County may terminate the contract without cause upon thirty (30) days written notice.

MINIMUM REQUIREMENTS

- A. Vendor shall respond to requests for services within three (3) hours during normal business hours when elevators are not operable, and within one (1) hour if entrapment is reported. Twenty-four (24) hour emergency call back service is required if two (2) elevators are inoperable at the same time, or verified report of entrapment. If overtime charges apply, the Vendor shall state specifically on the call ticket at the time of service the number of persons and the number of overtime hours attributed to each person. Any additional charge(s) must be stated and itemized on the service call ticket at the time of service. Only designated representatives of the Facilities Management Department may authorize overtime. Any problems reported by other County departments, individuals, or outside entities, including Fire Department, Sheriff Department, Police Department, etc are not authorized unless there is an entrapment reported. The County of El Paso will not be responsible for any charges for expenses when responding to calls reported by any other entities if it is determined the call was fraudulent, prank, vandalism, or otherwise determined to be a "nuisance".

- B. The County of El Paso will attempt to verify, to the best of its ability, that an elevator is inoperable due to a valid maintenance problem prior to reporting the problem to the Vendor. If upon arrival, the Vendor finds the elevator running or inoperable due to conditions in which the Vendor deems to be a "nuisance" not covered under contract, the Vendor must immediately contact the Facilities Management Department prior to performing any test or service to the elevator so that the County may witness the "nuisance" problem determination. Failure to notify the Facilities Management Department prior to correction of a problem deemed to be a "nuisance" will not be eligible for additional charges for service. "Nuisance Calls" shall be billed as a flat rate, not to exceed one hour, as it is assumed that if the call qualifies as a "nuisance", it requires no correction by the Elevator Technician and therefore should not incur more than one hour of compensable time on the part of the Vendor. If the Elevator Technician arrives to

a call, determined to be a “nuisance” and the Elevator Technician chooses to perform other maintenance or preventative tasks while they are on-site, the County shall not be billed, as it will be assumed these services are covered under the maintenance agreement.

- C. Vendor shall maintain an accurate log of all work performed including routine maintenance, repairs, service calls, problem resolutions, part replacements, preventative maintenance, cleaning, and any other repair or maintenance service provided by the Vendor in accordance with TDLR and ASME regulations relevant to elevators. The Vendor must provide a compliant log book, at no additional expense to the County, and keep complete and accurate records as required by law. The log book shall document all weekly, monthly, quarterly, and yearly inspections as appropriate. One log book must be kept for each individual elevator and the log book must be kept in the elevator equipment room with the elevator unit it pertains to at all times. The log book shall remain the property of the County of El Paso and must be submitted to the County, in its entirety, upon termination of the contract. In addition, the County of El Paso may request an elevator/passenger traffic analysis, not more than once per contract year, that is indicative of elevator performance and average wait times for hall calls.

- D. Vendor shall provide necessary cleaning materials and must keep hoist-ways, machine rooms and pits clean. Drip pans shall also be provided as needed, along with approved metal waste cans, with covers, in each machine room. Vendor shall properly dispose of all waste material appropriately in accordance with MSDS and any applicable environmental laws pertaining to hazardous chemicals.

- E. Vendor shall conduct any and all tests or adjustments in compliance with all applicable local, state, and federal laws, regulations, and ordinances. The County shall pay expenses for the annual inspection and five-year inspection, however, the County shall not be responsible for any expenses incurred by the Vendor to witness, test, or otherwise provide support to the inspector or inspection process. Testing includes, but is not limited to:
 - 1. Monthly: Fireman's Service Phase 1 & 2 and emergency car light with alarm and maintain a record on each unit for testing. Copies of all test results shall be provided to the El Paso County representative;

 - 2. Annually: test all hydraulic elevator check relief valves and flexible hose fittings as required by A17.1 Safety Code for Elevators and Escalators, as applicable;

 - 3. Annually: examine and test all existing traction elevators, safety devices, and governors, as required by A17.1, as applicable;

4. Five (5) Years: full load and test all existing traction elevators, safety devices, and governors, as required by A17.1.
- F. Vendor is responsible for the coordination and execution of all maintenance and repair tasks that can be accomplished during normal business hours, 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding El Paso County holidays. Further, Vendor is responsible for payment of all maintenance and repairs, except those repairs that are due to force, misuse, or vandalism. Maintenance and repair tasks shall include, but are not limited to:
1. regular and systematic examination, adjustment, lubrication as required, cleaning, repair, and replacement of parts and/or components as conditions warrant,
 2. necessary checks of group control system to insure that all circuits and times are properly adjusted and system performs as designed. Any changes to meet County needs shall be expeditiously made, however, no changes to existing circuits, wiring sequencing or other alterations to original circuit design, except as approved in writing by the El Paso County representative, may be made. All changes shall be recorded on existing wiring diagrams and one (1) set of the complete, corrected wiring diagrams shall be provided to the designated El Paso County representative,
 3. replacement of all wire ropes as often as necessary to maintain adequate safety factors, equalize tension, and also repair/replace traveling cables and lubricate all hoisting ropes with lubricant compounded to OEM specifications,
 4. assurance that the start of door close until fully open at next floor based on 12'-0" floor heights is:
 - a. 10.0 seconds for gearless elevators,
 - b. 11.0 seconds for geared variable voltage elevators,
 - c. 14.0 seconds for hydraulic passenger elevators, 100 FPM or above,
 5. assurance that the door close time complies with ASME Code Rule 112.4A,
 6. assurance that the delayed door close time complies with ASME Code Rule 112.4a.,
 7. assurance of leveling at +/- 1/2" under any load condition, 1/4" on micro-processor controls,
 8. assurance that the door thrust does not exceed 30 pounds.
 9. cleaning of the elevator pit and equipment room on a monthly basis.

It is understood that the Vendor shall assume no responsibility for the car enclosure, lighting (other than those described below, items 6, 7), doors, handrails, hoist-ways enclosure, door frames, buried cylinders, plungers and buried piping on hydraulic elevators, nor shall the Vendor be responsible for repairs or renewals necessitated by reason of negligence or misuse of equipment or by any reason beyond Vendor's control, except ordinary wear and tear.

El Paso County may add or delete equipment to/from the contract as necessary. Service for added equipment must be priced comparably to similar equipment then currently on the contract. Deletions from this contract may be permanent or temporary. If temporary, the pro-rated sum of the monthly charges shall be deleted until the unit is returned to service.

El Paso County may inspect and test, at its convenience, any elevator and/or related equipment to ascertain the contract requirements are being fulfilled. Deficiencies shall be expeditiously corrected. Failure to begin correction of any deficiency within two (2) working days of notification will be justification for El Paso County to deduct from the monthly billing a pro-rated per-diem cost based on the monthly billing price. It is understood that the repair itself may take longer than two (2) working days, however the Vendor must notify the Facilities Management Department in writing of the reason and the anticipated downtime.

El Paso County may utilize a consultant to determine the condition of elevators and/or related equipment at any time, and require the Vendor to correct any and all deficiencies. All El Paso County equipment, updated wiring diagrams, manuals, etc must be returned to El Paso County prior to expiration or termination of contract.

For purposes of bidding, the following is to be considered within the scope of the contract:

1. **Machine:** worm, gear, thrust bearings, drive sheaves, drive sheave bearings, brake pulley, brake coil, brake contacts, brake linings and component parts; pumps, pump motors, operating valves, valve motors, motor windings, leveling valves, plunger packing, exposed piping and hoses, hydraulic fluid tanks.
2. **Motor, Motor Generators, Solid State Drives:** Motor and generator windings, rotating elements, commutators, brushes, brush holders and component parts; all solid state drive components, isolation transformers, switches or relays.
3. **Controller Selector and Group Control Equipment:** All relays, solid state components, resistors, condensers, transformers, contacts, coils, leads, timing devices, computer devices, steel selector tapes, mechanical and electrical drive components, batteries and time clocks.
4. **Governor:** Sheave and shaft assemblies, bearings, contact and jaw.
5. **Hoist-ways:** Deflector or secondary sheaves, bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom

limit switches, governor tension sheave assemblies, compensating sheave assembly and switch, car and counterweight guides shoes including roller and gibes, traveling cables, hoist and compensating ropes, governor ropes and chains, hoist-way door interlocks, hoist-way door hangers, bottom door guides and auxiliary door closing devices, hoist-way and machine room wiring. Feeder wiring, main line disconnects and machine room lighting and wiring are excluded.

6. **Car:** Automatic power door operator, door hanger, door contact, protective device, load weighing devices, frame and safety mechanism, platform and sill in elevator. Elevator communications, emergency lighting, bulbs, batteries, trickle charger, related wiring and components.
7. **Signal System Devices and Fixtures:** Including hall buttons, hall lanterns, car operating panels, telephones, position indicators, dials, bells, buzzers, gongs and light bulbs.
8. **“Obsolete” Parts:** Parts may not be deemed “obsolete” for the sole reason that the OEM no longer regularly manufactures the product. If the part can still be obtained from the OEM even if through “special order”, or a part can be obtained from another manufacturer, or a generic part is available, the part/component shall not be deemed “obsolete”. If a part can be substituted or fabricated within 10% of the cost the OEM would have cost, the repair shall not qualify as “obsolete”. When the Vendor has determined that a part qualifies as obsolete, they shall submit a proposal for the repair and include documentation from the OEM that the part is no longer available, and a description of the efforts that were made to replace the part through alternative means.

Vendor shall keep an appropriate stock of parts needed to fully maintain all elevators on this contract and may store them in the locked machine room as practical. Vendor shall maintain cabinets for parts storage along with complete wiring diagrams for each unit in a clean and orderly manner. Back up parts and typical stock shall be kept at Vendor's warehouse in El Paso.

The Vendor shall furnish all tools, materials, equipment and personnel required to fully assure that all El Paso County elevators are in performing at optimal conditions. The maintenance, repair, and servicing of the elevators as described herein must be accomplished by personnel directly employed and supervised by the Vendor. No elevator may be removed from service for routine examination or repair without clearance from the designated El Paso County representative.

INSURANCE

The Vendor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Vendor. These requirements do not establish limits of the Vendor's liability. All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents. Upon request, certified copies of original insurance policies shall be furnished to El Paso County. The County reserves the right to require additional insurance should it be deemed necessary.

- A. Workers' Compensation (with Waiver of subrogation to El Paso County) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements, if applicable to the Project. Statutory, and Bodily Injury by Accident: \$100,000 each employee. Bodily Injury by Disease: \$500,000 policy limit \$100,000 each employee. El Paso County shall be named as "additional insured" on workers' compensation policy.

- B. Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and underground damage.

\$300,000 each occurrence Limit Bodily Injury and Property Damage Combined \$300,000 Products-Completed Operations Aggregate Limit \$500,000 Per Job Aggregate \$300,000 Personal and Advertising Injury Limit. El Paso County shall be named as "additional insured" on commercial general liability policy.

- C. Automobile Liability Coverage:
\$300,000 Combined Liability Limits. Bodily Injury and Property Damage Combined. El Paso County shall be named as "additional insured" on automobile policy.

PROPOSAL FORM

INSTRUCTIONS

All documents in the following Proposal Form must be submitted in the Tab Order 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 #1**

PRICING

Number of Elevator Units 2

Number of Stops 8

Service Contract Price Per Month \$ _____ /Month

Maximum Percentage Increase Per Year **Contract price shall NOT exceed _____% Per Year**
(Vendor must cap their allowable percentage price increase per year, regardless of overhead, fuel expenses, union negotiations etc.)

Hourly Rate for All Charges Not Covered Under Contract
(Rate must include any and all charges that will be associated with service calls such as ROA, vandalism, obstruction, etc. Vendor must agree to a fixed flat rate and may not charge for "materials, fuel, travel time, etc.) \$ _____ Per Hr

Miscellaneous Charges

Specify and Explain Any Additional Charges

Specify: _____ \$ _____ Per _____
Specify: _____ \$ _____ Per _____
Specify: _____ \$ _____ Per _____
Specify: _____ \$ _____ Per _____
Specify: _____ \$ _____ Per _____
Specify: _____ \$ _____ Per _____

If Vendor is not the manufacturer of the elevator please certify, with the signature below, Vendor's ability to obtain all necessary parts, materials, documentation, and any other product, including proprietary products to adequately and satisfactorily maintain, repair, test, service, and inspect elevators in accordance with the requirements of this RFP and the subsequent contract to follow upon award.

Authorized Representative Signature

Title

Date

**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. Have you ever defaulted on a contract, including cancelling a contract early?
_____ No _____ Yes (Please explain on separate sheet.)
7. Does your company have any accreditations, certifications, or participate in any business associations? If so, please state the certification and/or association and indicate the length of time of your participation:

8. Do you currently provide elevator maintenance service to facilities in El Paso, Texas? _____.
9. Does your company provide consultation services to select or recommend elevator equipment, improvements, modernizations, etc?
_____ If yes, please explain on separate sheet.

**PROPOSAL FORM
TAB #3**

MAINTENANCE & COMPLIANCE PROGRAM

Vendor is responsible for providing elevator maintenance repair, service, testing, and inspections to the elevators specified in this RFP in a manner that allows the most efficient and effective performance of the elevators and maintains compliance with all local, state, and federal regulations as appropriate.

1. Number of Elevator Technicians permanently based in El Paso: _____
2. What is the average ratio of Elevators to Technicians in El Paso?
_____ Elevators per _____ Technician
3. What is the average years of experience of the Elevator Technicians based in El Paso? _____
4. How many years of experience does the Elevator Technician who will most likely be assigned to provide maintenance services to this facility?

5. Does your company participate in apprenticeship programs? _____
If yes, please describe.
6. How many apprentices do you have on staff on average?

7. How many hours per week or per month will a technician be on site to provide routine preventative maintenance service? _____ Per Month.

In this section, describe the elevator maintenance program that your company will implement to ensure that each elevator runs continuously at optimal performance level at all times.

Please include a copy of the following documents in this section:

8. Elevator Maintenance and Procedures Control Manual, as required by ASME A-17.1-8.6.
9. Maintenance, repair, testing, and inspection schedules and checklists used for compliance accountability.
10. Preventative Maintenance Program.

**PROPOSAL FORM
TAB #4**

REFERENCES

Please include government entities first.

Name of Company:	.....
Representative:	.....
Address	.....
Phone:	.....
Number of Elevators	.....
Serviced:	.....

Name of Company:	.....
Representative:	.....
Address	.....
Phone:	.....
Number of Elevators	.....
Serviced:	.....

Name of Company:	.....
Representative:	.....
Address	.....
Phone:	.....
Number of Elevators	.....
Serviced:	.....

Name of Company:	.....
Representative:	.....
Address	.....
Phone:	.....
Number of Elevators	.....
Serviced:	.....

**PROPOSAL FORM
TAB #5**

INSURANCE REQUIREMENTS

Attach all insurance documentation requirements in this section:

- A. Workers' Compensation (with Waiver of subrogation to El Paso County) Employer's Liability, including all states, U.S. Longshoremens, Harbor Workers and other endorsements, if applicable to the Project. Statutory, and Bodily Injury by Accident: \$100,000 each employee. Bodily Injury by Disease: \$500,000 policy limit \$100,000 each employee. El Paso County shall be named as "additional insured" on workers' compensation policy.

- B. Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and underground damage.

\$300,000 each occurrence Limit Bodily Injury and Property Damage Combined
\$300,000 Products-Completed Operations Aggregate Limit \$500,000 Per Job Aggregate \$300,000 Personal and Advertising Injury Limit. El Paso County shall be named as "additional insured" on commercial general liability policy.

- D. Automobile Liability Coverage:
\$300,000 Combined Liability Limits. Bodily Injury and Property Damage Combined.
El Paso County shall be named as "additional insured" on automobile policy.

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 #10-075, Elevator Maintenance and Repair at Parking Garage #1

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, Administrative Support Manager

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

COUNTY OF EL PASO PURCHASING DEPARTMENT

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

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 7 to 15 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 # 10-075

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

**Elevator Maintenance and Repair at Parking Garage #1
RFP #10-075**

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Wednesday, October 20, 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?
