



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

---

---

### **Notice to Interested Parties**

Sealed bids will be received at the County Purchasing Department, 800 E. Overland, Suite 300, El Paso, Texas 79901 before 2:00 p.m., **Wednesday, June 6, 2012** to be opened at the County Purchasing Office the same date for **Network Switches for Microwave Network for the County of El Paso.**

**Bids must be in a sealed envelope and marked:**  
**"Bid to be opened June 6, 2012**  
**Network Switches for Microwave Network**  
**for the County of El Paso**  
**Bid #12-040"**

**Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Wednesday, May 30, 2012, at 12:00 p.m. Questions can be faxed to (915)-546-8180.**

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

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

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

**PITI VASQUEZ**  
County Purchasing Agent

## IMPORTANT NOTICE FOR VENDORS

### EL PASO COUNTY CODE OF ETHICS TRAINING REQUIREMENT FOR VENDORS

**Vendors.** Any vendor involved in a single procurement exceeding \$50,000 must complete training on the El Paso County Code of Ethics. **This training must be completed prior to submitting a bid or proposal, responding to a request for qualifications or proposals, or otherwise contracting with the county.** The training must be completed by an officer, principal, or other person with the authority to bind the vendor. The certification of completed training on the Ethics Code issued by the County Human Resources Department is valid for one (1) calendar year from the date of completion. A list of those Vendors with a current certification of completion and the corresponding date of expiration shall be maintained on the El Paso County website under the Purchasing Department's Current List of Training Certified Bidders. This training requirement does not apply to emergency purchases.

#### **Training**

In compliance with Section 161 of the Texas Local Government Code, training on the El Paso County Code of Ethics will be accessible in an online format to Vendors and Lobbyists on an ongoing basis, subject only to limitations due to technical resources. No person or entity required to complete training will have to do so more than once per year.

**The required training for Vendors may be accessed and completed at:**  
<http://www.epcounty.com/ethicscom/training.htm>

**Once you have taken the ethics training course print out the confirmation and attach a copy to your bid. Keep a copy for future references/bids.**

**To view the list of the Vendors, the representatives and the date it expires.**

- ❖ **Go to** <http://www.epcounty.com/ethicscom/training.htm>
- ❖ **Select:**

#### **Vendors Who Have Completed Ethics Training**

**If you have taken the training and your name has not been added to the list, Please contact Gabby at our Human Resource Department at (915)546-2218 ext. 4069.**



**EL PASO COUNTY PURCHASING DEPARTMENT  
800 E. OVERLAND AVE., ROOM 300  
EL PASO, TEXAS 79901  
(915) 546-2048  
FAX: (915) 546-8180**

**Memorandum**

**To:** All Vendors  
**From:** Jose Lopez, Jr., Assistant Purchasing Agent  
**Date:** February 6, 2012  
**Subject:** County Purchasing New Vendor/Bid System & Online Vendor Registration

---

The Purchasing Department will be implementing its new bid processing vendor notification/registration system on April 1, 2012. The new system will allow vendors to register and maintain their vendor file real time without the intervention of the Purchasing Department. Vendors will maintain their address information and contact information; as well as the commodity information that the vendor wants to be considered for on County bid solicitations. Vendors will be given a choice of receiving hard copy bid notifications, or electronic notifications to the vendors designated email and/or cellular telephone text number. We hope that the changes will help our vendors receive their solicitations in a more effective and efficient manner that will benefit both the County and the vendor with more timely, accurate, competitive bids.

All vendors wishing to receive or continue to receive bid notifications must register by April 1, 2012. The Purchasing Department will be migrating to the new vendor system on April 1, 2012 and all vendors that have not registered in the new system will not receive bid notifications. Thank you for your cooperation. If you have any questions please contact me at (915)546-2068, or Sally Borrego at (915)546-2048.

## BIDDING SCHEDULE

To: El Paso County, Texas

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

Please quote prices and discounts on the following items:  
F. O. B. El Paso County

<b>Description – Bid #12-040</b> <b>Network Switches for Microwave Network for the County of El Paso</b> Vendor must meet or exceed specifications
Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. <b>Please submit one (1) original copy and two (2) copies of your bid.</b>

\_\_\_\_\_  
Company

\_\_\_\_\_  
Mailing Address

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

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

\_\_\_\_\_  
Ethics Representative (refer to page 2)

\_\_\_\_\_  
Ethics Training Date or Expiration Date

\_\_\_\_\_  
CIQ Document Number

\_\_\_\_\_  
Conflict of Interest Questionnaire (CIQ)  
Filed Date

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

\_\_\_\_\_  
Telephone Number include area code

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Fax Number include area code

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

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

# **Network Switches for Microwave Network for the County of El Paso**

**Bid #12-040**



**Opening Date  
Wednesday, June 6, 2012**

## TABLE OF CONTENTS

---

<b>Contents</b>	<b>Page</b>
Section 1 – Introduction and Guidelines .....	4
Section 2 – Specifications .....	12
Response Format for Request .....	18

**SECTION 1 –REQUIREMENTS AND GUIDELINES**

---

**1. SUBMISSIONS**

All perspective bidders will submit their bids to:

Mr. Piti Vasquez,  
Purchasing Agent  
El Paso County Purchasing Department  
800 E Overland Room 300  
El Paso, Texas, 79901  
(915)546-2048  
Fax (915)546-8180

**2. SCHEDULE**

The following schedule of activities is planned. Any changes will be communicated to the prospective vendor's by the Purchasing Agent, El Paso County.

<b>Events</b>	<b>Dates</b>
Deadline to Questions	May 30, 2012
Opening Date	June 6, 2012

**3. VENDOR QUALIFICATION**

A representative of the County of El Paso (hereafter "COUNTY") will evaluate bids only from experienced, highly qualified VENDORS (hereafter "VENDOR(s)") that have proven successful experience in their respective industry as requested in this SOLICITATION. The VENDOR's response to the SOLICITATION must document and qualify this experience.

**4. SUBMITTAL INFORMATION**

Vendors that have submitted bids are considered earnest participants and must conform to the following processes after submission.

**4.1 SUBMITTALS**

All prospective VENDORS must submit one (1) original and two (2) copies of their bid, contract(s), terms and conditions for this project. Any agreements must be included in the SOLICITATION response package. All materials submitted in response to this Solicitation will become the property of The County of El Paso. The VENDOR is solely responsible for ensuring that the full bid is received by The County of El Paso, Purchasing Department (hereafter PURCHASING) in accordance with the solicitation requirements, prior to the date and time

specified in the solicitation, and at the place specified. The COUNTY shall not be responsible for any delays in mail or by express mail carriers or by transmission errors or delays or missed delivery. The VENDOR shall carefully review all documents referenced and made a part of the solicitation document to ensure that all information required to properly respond has been submitted or made available and all requirements are priced in the bid. Failure to examine any document, drawing, specification, or instruction will be at the Vendor's sole risk. VENDORS submitting bids do so entirely at their expense. There is no express or implied obligation by THE COUNTY to reimburse a vendor for any costs incurred in preparing or submitting of the bid, providing additional information when requested by THE COUNTY, participating in any selection interviews or product demonstrations, or participating in this procurement. Bids must include the VENDOR name, address, telephone and facsimile numbers, and federal tax identification number. The bid must be signed by a duly authorized officer or employee of the VENDOR and include the name, title, address, and telephone number of the Individual who is the bid's designated representative. All bids must be submitted in the proper format, as stated in section 5.

#### **4.2 AMMENDMENTS**

A vendor may amend its bid prior to the Bid Closing Time. All amendments must be in writing and received by PURCHASING prior to the Bid Closing Time. A vendor may withdraw its bid at any time prior to the Bid Closing Time by notifying PURCHASING in writing of its withdrawal. Amendments or withdrawals offered in any other manner, oral or written, will not be considered. Bids cannot be amended or withdrawn after the Bid Closing Time.

#### **4.3 PRICING AND COSTS**

The total price of unit-price items or individual line items will be the product of the unit or line item price and the quantity. If the unit or line item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the unit or line item price shall be the amount obtained by dividing the "extension" price by the item quantity.

#### **4.4 JOINT SUBMISSIONS AND MULTIPLE VENDORS**

Unless a bidder is submitting a joint bid, the bidder represents and warrants that by submitting its bid it did not conspire with any other vendor to set prices in violation of anti-trust laws. A bid submitted by two or more VENDORS participating jointly in one bid may be submitted, but one vendor must be identified as the prime contractor and the other as the subcontractor. The COUNTY assumes no responsibility or obligation for the division of orders or purchases among joint subcontractors. Furthermore, all sub-contractors must meet the same expectations and requirements of the Solicitation.



#### **4.5 QUESTIONS**

VENDORS interested in responding to this solicitation may submit questions by fax (915) 546-8180 or by email to [lbalderama@epcounty.com](mailto:lbalderama@epcounty.com) only on procedural matters related to the SOLICITATION or requests for clarification or modification of this solicitation document, including questions regarding the Scope of Services. If the VENDOR is requesting a change, the SOLICITATION must set forth the recommended change and the VENDOR's reasons for proposing the change. All questions and requests must be submitted by email to PURCHASING no later than May 30 2012, **at 12:00 p.m.** Questions or requests submitted after the due date will not be answered. All email submissions sent to PURCHASING must contain the SOLICITATION number and other appropriate identifying information in the email subject line. In the body of the email, always include paragraph numbers whenever references are made to content of this SOLICITATION. Failure to include the SOLICITATION number as well as other sufficient identifying information in the email subject line may result in The COUNTY taking no action on a vendor's email submission.

#### **4.6 COMMUNICATIONS**

VENDORS are specifically directed NOT to contact any County personnel or consultants currently retained by The COUNTY for meetings, conferences, or discussions that are specifically related to this SOLICITATION at any time prior to any award of a contract. The COUNTY intent for this solicitation is to ensure that all VENDORS have the same information when creating their bids. Unauthorized contact with any County personnel or County consultants may be cause for rejection of the VENDOR's response. VENDORS are responsible for all costs incurred in preparing and submitting the VENDOR's response to the SOLICITATION.

#### **5. RESPONSE FORMAT**

VENDOR responses to the SOLICITATION must follow the forms and format provided in **Appendix A**. Additional information can certainly be provided but not in lieu of the prescribed format. It is intended that the technical and application data be presented separate from the cost data and that the cost data contain no technical data. Please refer to Appendix A for further explanations of each section.

#### **6. VENDOR REFERENCES**

Bids must include references of other entities that are currently utilizing the proposed equipment. The references are mandatory. The references must clearly establish that the proposed equipment is in production usage. The COUNTY is interested in receiving

quality service on the listed equipment. The references must include projects that are similar to The COUNTY project in terms of scope and complexity.

## **7. VENDOR DEMONSTRATIONS**

The COUNTY reserves the right to seek clarification or additional information from any vendor throughout the solicitation process, including a demonstration of the equipment proposed. The COUNTY may require a VENDOR's representative to answer questions during the evaluation process with regard to the VENDOR's bid. Failure of a proposer to demonstrate that the claims made in its bid are in fact true may be sufficient cause for deeming a bid non-responsive. If the Evaluation Committee requests a demonstration of the proposed equipment, the demonstration will be arranged by the VENDOR at a site that is agreeable to the COUNTY.

## **8. EVALUATION PROCESS**

All responses received in compliance with the terms and conditions of COUNTY PURCHASING will be reviewed and evaluated by an Evaluation Committee. The Evaluation committee will be comprised of members from the Information Technology Department and the department stakeholders.

Please See **Appendix B** for the Evaluation Criteria.

Although some factors are weighted more than others are, all are considered necessary, and a bid must be technically acceptable in each area to be eligible for award. About pricing, The COUNTY reserves the right, in its sole discretion, to reject any bid whose price is outside of the competitive range. Recommendations from the Evaluation Committee will be presented to the Commissioners' Court for award.

## **9. NON-RESPONSIVE BIDS**

Any bid that does not directly address the needs of The COUNTY as described in the SOLICITATION will be considered non-responsive and will not be considered. A bid that does not prove the VENDOR's ability to furnish a suitable solution, based on experience and references, as well as response to the equipment requirements in the SOLICITATION, will not be considered.

## **10. AWARD**

The Evaluation Committee will make a final recommendation for award of the contract. Upon award, the selected VENDOR will be required to execute an agreement in accordance with the specifications and conditions of this SOLICITATION. The period for execution of the agreement may be changed by mutual contract of the parties. Contracts are not effective until signed by both parties. THE COUNTY may elect to make an award to multiple VENDORS based on product and/or service specific awards if it is in

THE COUNTY's best interest to do so. THE COUNTY reserves the right to make only one award, multiple awards or to reject any or all Bids submitted in response to this BID in whole or in part. THE COUNTY further reserves the right to make no award and to modify or cancel, in whole or in part, this BID. THE COUNTY may elect, but are not required, to purchase products, and maintenance services from any agreements that result from this BID.

#### **11. ACCEPTANCE AND USE OF BIDS**

All materials submitted in response to this solicitation document will become the property of the COUNTY. Results will be kept confidential until the selection process has been completed. One copy of a submitted bid will be retained for official files and become a public record. At that time, the contents of the Bids and test results will become public record and open to inspection by all parties. Any material that a vendor considers as confidential but does not meet the disclosure exemption requirements of the Open Records Act / Texas Public Information Act should not be included in the VENDOR's bid as it may be made available to the public.

## SECTION 2 –SPECIFICATIONS

---

### 1. INTENT

The COUNTY of El Paso is requesting solicitations for General IT Hardware Equipment that will be used by various departments within the County of El Paso.

### 2. SPECIAL CONSIDERATIOINS

**PIGGYBACK CLAUSE:** The Vendor(s) agrees to allow the COUNTY of El Paso and other public agencies in El Paso to purchase additional items, at the same terms and conditions as this bid, during the period of time that this bid is in effect. Agencies may order additional items in quantities of one or more. Any liability created by Purchase Orders issued against this agreement shall be the sole responsibility of the agency placing the order. Prices and terms shall remain firm and in effect for **365 days** following the award of this bid, unless otherwise specified.

**MINIMUM SPECIFICATIONS:** The specifications listed are to be interpreted as meaning the minimum required by the COUNTY. VENDOR commits to provide goods/services that are consistent with the COUNTY's specifications in every regard unless an exception is clearly noted. The COUNTY may accept a bid subject to an exception if, in the sole judgment of the COUNTY, the bid meets or exceeds the COUNTY's specifications. If the goods/services offered do not meet or exceed the COUNTY's specifications because of the exception, the COUNTY will consider the bid non-responsive. The COUNTY does not want refurbished, secondary, or grey market products or services to be quoted and/or shipped. The winning bidder must provide a complete price including warranties for products proposed in their bid. The COUNTY reserves the right to audit any pricing or warranties, or sourcing of products or services.

**ALTERNATE BIDS:** The County welcomes alternative bids that the vendor is able to offer and that would be of greater value than what has been requested in this bid. The County reserves the right to negotiate certain terms and conditions relative to the contract. The County also reserves the right to choose the products that are in the best interest of the County.

**CONTRACTS OR AGREEMENTS:** If any contracts are developed from this solicitation, The County of El Paso will work with the successful vendor's standard contract form, or will assist in creating one and this document will be used as the basis of any negotiations. The County will review the contract and has the right to the final wording. The successful vendor(s) will be expected to agree to a contract in form and substance satisfactory to the County of El Paso and its legal counsel.

### 3. CURRENT ENVIRONMENT & STANDERDIZATION

The COUNTY of El Paso wishes to standardize IT Equipment in the expectations of saving monies by purchasing using economies of scale on desktops, laptops, tablets, scanners, printers, and other general IT Equipment. Additionally, savings may be found by having common parts and service available in house. The specifications below are the minimum baseline manufacturers and their general specifications that meet the standardization plans set forth by the COUNTY. It is encouraged that Vendors use the baseline manufactures as a point of reference when submitting their Bids.

### 4. EQUIPMENT SPECIFICATIONS

#### Router

Router will offer embedded hardware encryption acceleration, optional firewall, intrusion prevention, and advanced security services. Router must include 2 onboard 10/100/1000 Ethernet ports, with capabilities to expand and integrate service modules. Platform must support a wide range of wired and wireless connectivity options such as Serial, T1/E1, xDSL, Gigabit Ethernet, and third-generation (3G) wireless. Router will be designed for scalability with a modular architecture which enables platform to grow and adapt with "County" needs. Router must support the following protocols, IPSEC (3DES and AES), SSL VPN, and MPLS, L2tpv3m, BFD, IP SLA "health monitor", SNA, and traditional Protocols.

#### Services and Slot Density

Embedded hardware-based cryptography acceleration (IPsec + SSL)	Yes
RJ-45 onboard LAN/WAN 10/100/1000 ports	2
EHWIC slots	2
Doublewide EHWIC slots (use of a doublewide EHWIC slot will consume 2 EHWIC slots)	1
Cisco Integrated Services Module (ISM) slots	0
Memory (DDR2 DRAM): Default/Maximum	512 MB/512 MB
USB flash memory (internal): Default/maximum	256 MB/256 MB
External USB flash-memory slots (Type A)	1
USB console port (mini-Type B) (up to 115.2 kbps)	1

Serial console port (up to 115.2 kbps)	1
Serial auxiliary port (up to 115.2 kbps)	1
Integrated power supply	AC
Power-supply options	POE (external)
Redundant-power-supply support	No
Power Specifications	
AC input voltage	100--240V ~

### Switch

Switch must provide 10 and 1 Gigabit Ethernet uplink flexibility with Small Form-Factor Pluggable Plus (SFP+), providing business continuity and fast transition to 10 Gigabit Ethernet. Allow for 24 or 48 ports of Gigabit Ethernet desktop connectivity. Switch must support stacking module with 20 Gbps of throughput, allowing ease of operation with single configuration and simplified switch upgrade. Switches power supply must provide option of 740W fixed for PoE+ support of device connection. Provide PoE+ with up to 30W per port that allows you to support the latest PoE+ capable devices. Alternate USB storage for file backup, distribution, and simplified operations. A wide range of software features to provide ease of operation, highly secure business operations, sustainability, and a borderless network experience. Switch must allow for a limited lifetime hardware warranty to include next-business-day replacement with 90-day service, and support. In addition switch must allow for acquirement of additional extended warranty and support.

### Flex-stack

FlexStack stacking with a hot-swappable module and software provides true stacking, all switches in a stack act as a single switch unit. The FlexStack provides a unified data plane, unified configuration, and single IP address management for a group of switches. The advantages of true stacking are lower total cost of ownership through simplified management and higher availability. FlexStack supports cross-stack features including Etherchannel, SPAN and FlexLink technology. A stack module can be added to any compatible switch with LAN Base software to quickly upgrade the switch to make it stack capable, and the switch added to the stack will upgrade to the correct Software version and transparently become a stack member.

## Easy to Use Deployment and Control Features

- Automatic QoS (AutoQoS) simplifies QoS configuration in voice over IP (VoIP) networks by issuing interface and global switch commands to detect Cisco IP phones, classify traffic, and help enable egress queue configuration.
- Stacking Master configuration management and FlexStack stacking helps ensure that all switches are automatically upgraded when the master switch receives a new software version. Automatic software version checking and updating help ensure that all stack members have the same software version.
- Dynamic Host Configuration Protocol (DHCP) auto configuration of multiple switches through a boot server eases switch deployment.
- Auto-negotiation on all ports automatically selects half- or full-duplex transmission mode to optimize bandwidth.
- Dynamic Trunking Protocol (DTP) facilitates dynamic trunk configuration across all switch ports.
- Port Aggregation Protocol (PAgP) automates the creation of Cisco Fast EtherChannel® groups or Gigabit EtherChannel groups to link to another switch, router, or server.
- Link Aggregation Control Protocol (LACP) allows the creation of Ethernet channeling with devices that conform to IEEE 802.3ad. This feature is similar to Cisco EtherChannel technology and PAgP.
- Automatic media-dependent interface crossover (MDIX) automatically adjusts transmit and receive pairs if an incorrect cable type (crossover or straight-through) is installed.
- Unidirectional Link Detection Protocol (UDLD) and Aggressive UDLD allow unidirectional links caused by incorrect fiber-optic wiring or port faults to be detected and disabled on fiber-optic interfaces.
- Switching Database Manager (SDM) templates for access, routing, and VLAN deployment allow the administrator to easily maximize memory allocation to the desired features based on deployment-specific requirements.
- Local Proxy Address Resolution Protocol (ARP) works in conjunction with Private VLAN Edge to minimize broadcasts and maximize available bandwidth.
- Internet Group Management Protocol (IGMP) Snooping for IPv4 and IPv6 MLD v1 and v2 Snooping provide fast client joins and leaves of multicast streams and limit bandwidth-intensive video traffic to only the requestors.
- Multicast VLAN Registration (MVR) continuously sends multicast streams in a multicast VLAN while isolating the streams from subscriber VLANs for bandwidth and security reasons.
- Per-port broadcast, multicast, and unicast storm control prevents faulty end stations from degrading overall systems performance.
- Voice VLAN simplifies telephony installations by keeping voice traffic on a separate VLAN for easier administration and troubleshooting.
- Cisco VLAN Trunking Protocol (VTP) supports dynamic VLANs and dynamic trunk configuration across all switches.

- Remote Switch Port Analyzer (RSPAN) allows administrators to remotely monitor ports in a Layer 2 switch network from any other switch in the same network.
- For enhanced traffic management, monitoring, and analysis, the Embedded Remote Monitoring (RMON) software agent supports four RMON groups (history, statistics, alarms, and events).
- Layer 2 trace route eases troubleshooting by identifying the physical path that a packet takes from source to destination.
- Trivial File Transfer Protocol (TFTP) reduces the cost of administering software upgrades by downloading from a centralized location.
- Network Timing Protocol (NTP) provides an accurate and consistent timestamp to all intranet switches.

### **High Availability and Layer 2 Networking**

- Cross-Stack EtherChannel provides the ability to configure Cisco EtherChannel technology across different members of the Cisco FlexStack for high resiliency.
- Flexlink provides link redundancy with convergence time less than 100 ms.
- IEEE 802.1s/w Rapid Spanning Tree Protocol (RSTP) and Multiple Spanning Tree Protocol (MSTP) provide rapid spanning-tree convergence independent of spanning-tree timers and also offer the benefit of Layer 2 load balancing and distributed processing. Stacked units behave as a single spanning-tree node.
- Per-VLAN Rapid Spanning Tree (PVRST+) allows rapid spanning-tree re-convergence on a per-VLAN spanning-tree basis, without requiring the implementation of spanning-tree instances.
- Switch-port auto recovery (Err disable) automatically attempts to reactivate a link that is disabled because of a network error.

### **LAN Wireless Controller license**

License must integrate to current "COUNTY" solution (Cisco 5508 wireless controller).

Wireless Access Point

Wireless access points must integrate to current Wireless infrastructure and controller (Cisco 5508 Wireless Controller). CleanAir Technology feature is required as part of the access point. Access point must detect RF interference, automatically adjust to optimize wireless coverage and around interference.

## **5. MAINTENANCE, WARRANTY, SUPPORT, AND DELIVERY**

The **VENDOR must** offer the following:

1. The service warranty contract will have a **minimum of one (1) years** on all products with Next Business Day (NBD) on parts and allow for defective item returns.



2. Vendor must have stock on hand and a delivery schedule in place to meet the needs of this solicitation.
3. No Gray market products or services, nor refurbished goods or services will be accepted.
4. No white box products or services will be accepted. Tier 1 manufacturer quality only.
5. All equipment shall be guaranteed to be new and to perform to the manufacturer's specifications and VENDOR shall warrant the equipment against defects in installation, materials, and workmanship. If the equipment is not to this standard, the VENDOR will replace the product as soon as possible.
6. If any piece of equipment is received in a less than new or is dead on arrival, the VENDOR shall take full responsibility to replace the product as soon as the discovery is made.

## Appendix A

---

### **Response Format for BID Submission**

1. VENDORS are encouraged to note the following during the preparation of Bids.
2. VENDORS should submit a complete bid that addresses all the requirements of this bid. VENDORS must provide enough information with their response to constitute a definite, firm, unqualified and unconditional offer. Irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous are not acceptable and may result in the bid being deemed non-responsive.
3. A VENDOR may submit more than one bid, but each one must satisfy all the requirements of this Bid and be separately packaged and clearly identified.

### **SECTIONS**

- A BID SCHEDULE (As Required by El Paso County Purchasing Department)
- B VENDOR REFERENCES
- C BUSINESS INFORMATION AND FINANCIAL STABILITY
- D SUPPORT, MAINTENANCE, WARRENTY and DELIVERY
- E PRICING SHEET

**Please follow all directions!**

**SECTION A**

**BID SCHEDULE**

To: El Paso County, Texas

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

Please quote prices and discounts on the following items:

F. O. B. El Paso County

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

_____ Company	_____ 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

SAMPLE

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

## **SECTION B**

### **VENDOR REFERENCES**

The VENDOR will provide three (3) current references. The VENDOR shall include the following information for each reference:

1. Name of organization
2. Products and services offered
3. Installation date
4. Contact name, title, address, and telephone number

## **SECTION C**

### **BUSINESS INFORMATION AND FINANCIAL STABILITY**

The VENDOR shall submit the following information:

1. Official name and address. Indicate what type of entity, e.g. corporation, company, etc.
2. Complete name, address, telephone number and fax number of person to receive correspondence and who is authorized to make decisions or represent the VENDOR. Please state his or her capacity within the company.
3. Total number of years VENDOR has been in business and, if applicable, number of years under the present business name.
4. Number of years' experience the VENDOR has had in providing equivalent products and services.
5. A description of the VENDOR's operation, facilities, business, objectives, number of employees (both nationally and locally), and previous experience and qualifications relating to the products and services requested.
6. Each bid must include a complete audited set of financial statements or suitable other documents for the last three (3) years. All required financial statements shall be prepared in conformity with generally accepted accounting principles.

## SECTION D

### SUPPORT, WARRANTY, MAINTENANCE ANDd DELIVERY

In this section the VENDOR will provide a copy and description of the warranties associated with the proposed equipment/hardware and software.

1. Provide a complete description of the warranties, on-going maintenance services that are provided by VENDOR or provided by the Manufacturer. It is the VENDORS responsibility to clearly define who the COUNTY should contact for any questions or issues regarding warranties or maintenance.
2. In this section the VENDOR shall provide information on direct support. It is the VENDORS responsibility to clearly define whom the COUNTY should contact for first level support on product failures or parts and labor.
3. In this section, the VENDOR shall provide information regarding the availability of Product and a preliminary delivery schedule.
  - a. The COUNTY is interested in product availability and quantities on hand.
  - b. Delivery timelines

**SECTION E**

**Equipment Pricing List**

**Equipment and Services**

Please adjust as needed to meet Solicitation requirements

<b>Part #</b>	<b>Description</b>	<b>QTY</b>	<b>Cost Per Unit</b>	<b>Total</b>
CISCO1921-T1SEC/K9	Cisco Router 1921-T1SEC/K9	29		
	data license	29		
	SmartNet 1yr	29		
WS-C2960S-24PD-L	Catalyst 2960S 24 GigE PoE 370W, 2 x 10G SFP+ LAN Base	17		
C2960S-STACK	Catalyst 2960S FlexStack Stack Module optional for LAN Base	8		
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable			
CON-SNT-2960S2FD	SMARTNET 8X5XNBD Cat 2960S Stk24 GigE PoE 740W,2x10G LANB	17		
WS-C2960S-48FPD-L	Catalyst 2960S 48 GigE PoE 740W, 2 x 10G SFP+ LAN Base	27		
C2960S-STACK	Catalyst 2960S FlexStack Stack Module optional for LAN Base	8		
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable			
CON-SNT-2960S4FD	SMARTNET 8X5XNBD Cat 2960S Stk48 GigE PoE 740W,2x10G LANB	27		
<b>Miscellaneous</b>				
SFP-10G-SR=	10GBASE-SR SFP Module	10		
SFP-GE-S=	1000BASE-SX SFP (DOM)	6		
SFP-GE-T=	1000BASE-T SFP (NEBS 3 ESD)	4		
*****	30m LC/LC Duplex 50/125 Multimode Fiber Patch Cable - Orange	14		
*****	8 M LC/LC Duplex 9/125 Single Mode Fiber Patch Cable - Yellow	6		
AIR-CAP3502I-AK910	802.11a/g/n Clrlr-based 10APs w/Clean Air	5		
L-LIC-CT5508-100A	E-license 100 AP for 5508 controller	2		
	<b>Total</b>			

## Appendix B

### EVALUATION FACTORS FOR AWARD

1. All offers are subject to the terms and conditions of this solicitation. Material exceptions to the terms and conditions, or failure to meet the County's minimum specifications, shall render the offer non-responsive to the solicitation.
2. Any award made under this solicitation shall be made to the bidder who provides goods or services, other than professional services as defined by Section 2254.002 of the Government Code, at the best value for the County. Factors to be considered in determining best value are included below.
3. Only one contract shall be awarded for all items as a result of this solicitation.
4. Prompt payment discounts will be considered when determining the apparent lowest bidder, providing the County is allowed at least thirty (30) days in which to take advantage of the discount.
5. As part of the requirement to establish the responsibility of the Vendor, the County of El Paso may perform a price analysis to determine the reasonableness of the price(s) at which the supplies and/or services are offered. Prices that are significantly lower than the mean of all offers and that appear to be unreasonably low may be determined to be evidence of non-responsibility, and cause the Offer to be rejected.

### EVALUATION CRITERIA

<u>1</u>	<b>Lowest Proposed Cost for Products</b>	<b>50</b>
<u>2</u>	<b>Extent to which the Goods or Services Meet the COUNTY's Needs in the form of:</b>	<b>30</b>
	<ul style="list-style-type: none"><li>• Integration with current environment</li><li>• Manufacturer 1yr warranties</li><li>• ability to deliver products in a timely fashion</li></ul>	
<u>3</u>	<b>Vendors Stability and Reputation, determined by</b>	<b>20</b>
	<ul style="list-style-type: none"><li>• Financial records</li><li>• 3 References</li></ul>	
	<b><u>Total Points</u></b>	<b>100</b>

#### **Lowest Bid Cost**

**50**

The County is seeking the lowest cost for the products solicited. The VENDOR should take into considerations all aspects of the product and bid a total solution, including all functional parts, warranties, and services.

#### **Extent to which the Goods or Services Meet the COUNTY's Needs**

**30**

This criterion will be the actual comparison of the proposed solution by the vendor versus the needs of the County. Points will be deducted if the County does not feel the vendor has fully proposed a suitable solution.



**Vendors Stability and Reputation**

**20**

This criterion is based on financial statements and references.

**Total points**

**100**

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

PITI VASQUEZ, PURCHASING AGENT  
JOSE LOPEZ, JR. ASST. PURCHASING AGENT  
LUCY BALDERMA, INVENTORY BID TECHNICIAN  
ELVIA CONTRERAS, FORMAL BID BUYER

## **BIDDING CONDITIONS**

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

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

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

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

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

**NOTICE:**

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

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

# Health Insurance Benefits Provided By Bidder

## Consideration of Health Insurance Benefits\*

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

---

---

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

---

---

---

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

---

---

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

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
\* This page must be included in all responses.





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

---

RE: Bid #12-040, Network Switches for Microwave Network for the County of El Paso

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 Veronica Escobar  
Commissioner Anna Perez  
Commissioner Sergio Lewis  
Commissioner Tania M. Chozet  
Commissioner Dan Haggerty

County Employees: Piti Vasquez, Purchasing Agent  
Jose Lopez, Jr., Assistant Purchasing Agent  
Pete Gutierrez, Buyer II  
Lucy Balderama, Inventory Bid Technician  
Elvia Contreras, Formal Bid Buyer  
Araceli Hernandez, Inventory Bid Technician  
Rene Camarillo, IT Project Manager  
JC Ocesio, Network Planning Manager  
Ernesto Cobos, Network Administrator, Sr.  
Kenneth Samaniego, LAN Support Specialist

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

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

### OFFICE USE ONLY

Date Received

Bid # 12-040

**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

## COUNTY OF EL PASO PURCHASING DEPARTMENT

---

PITI VASQUEZ, PURCHASING AGENT  
JOSE LOPEZ, JR. ASST. PURCHASING AGENT  
LUCY BALDERAMA, INVENTORY BID TECHNICIAN  
ELVIA CONTRERAS, FORMAL BID BUYER

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 915-543-3816 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](http://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 Lucy Balderama at 915-546-2048.

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) serves as an officer or director; or

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

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

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

(A) is a local government officer; and

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

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

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

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

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

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

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

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

---

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

§ 176.001. Definitions

In this chapter:

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

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

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

(4) "Local government officer" means:

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

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

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

**COUNTY OF EL PASO, TEXAS**  
**Solicitation Check List**  
**Network Switches for Microwave Network for the County of El Paso**  
**Bid #12-040**

---

**THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE**

\_\_\_\_\_ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Wednesday, June 6, 2012. Did you visit our website ([www.epcounty.com](http://www.epcounty.com)) for any addendums?

\_\_\_\_\_ Did you sign the Bidding Schedule?

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

\_\_\_\_\_ Did you sign the "Consideration of Insurance Benefits" form?

\_\_\_\_\_ Did you file a copy of the completed Conflict of Interest Questionnaire (Form CIQ) with the El Paso County Clerk (in person or by mail to 500 E. San Antonio, Suite 105, El Paso, TX 79901 or by fax to 915-543-3816) 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 form is not completed and filed with the County Clerk's office, bid will be considered non-responsive.

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

\_\_\_\_\_ Did you complete the mandatory ethics training course and include a confirmation print as indicated in page 2?

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