



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., Monday, September 16, 2013 to be opened at the County Purchasing Office the same date for Construction Supervisor/Contractor for the 22 Self-Help Homes Project in the County of El Paso.

**Proposals must be in a sealed envelope and marked:
"Proposals to be opened September 16, 2013
Construction Supervisor/Contractor for the
22 Self-Help Homes Project in the County of El Paso
RFP Number 13-054"**

Do not contact the requesting department. Any questions or additional information required by interested vendors must be e-mailed to: bidquestions@epcounty.com before Friday, September 6, 2013, at 12:00 p.m. Proposal number and title must be on the "Subject Line" of the e-mail. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.

Any changes in the specifications will be posted on the County website as an addendum. It shall be the proposer's responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted. Website: www.epcounty.com; Bids and more.

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.

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.

KENNIE DOWNING
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 proposal. Keep a copy for future references/proposals.

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 Gabriel Herrera at our Human Resource Department at (915)849-2521.



**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

Subject: County Purchasing New Vendor/Bid System & Online Vendor Registration

The Purchasing Department has implemented its new bid processing vendor notification/registration system. The new system will allow vendors to register and maintain their vendor file in 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 in this new system at www.epcounty.com. /Bids & More/Vendors List. Thank you for your cooperation. If you have any questions please contact Sally Borrego at (915)546-2048.

EL PASO COUNTY SIGNATURE PAGE

Description – RFP # 13-054
Construction Supervisor/Contractor for the
22 Self-Help Homes Project in the County of El Paso
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) CD copies in Word/PDF Format of your proposal.**

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

Company

Mailing Address

Federal Tax Identification No.

City, State, Zip Code

Ethics Representative (refer to page 2)

Ethics Training Date or Expiration Date

DUNS Number

Representative Name & Title

Telephone Number include area code

Signature

Fax Number include area code

Date

Email Address

*****THIS MUST BE THE FIRST PAGE ON THE PROPOSAL SUBMITTED*****

**Construction Supervisor/Contractor
for the 22 Self-Help Homes Project in
the County of El Paso**

RFP #13-054



**Opening Date
Monday, September 16, 2013**

Construction Supervisor/Contractor

The El Paso County Family and Community Services Department has received a grant to assist homeowners located in the Colonias of Agua Dulce, Lakeway, Horizon View Estates and El Paso Hills area of El Paso County, Texas in repairing/remodeling their homes. The County is seeking proposals/rates for a Construction Supervisor/Contractor to complete this project. The Construction Supervisor/Contractor is responsible for training and guiding the participants through the remodel of their houses. The Construction Supervisor/Contractor will train the families how to handle the tasks necessary to remodel their own homes. 22 homes are estimated to be included in this project. As this project is funded through a grant, remodeling/construction services must be completed on all 22 homes before January 29, 2014.

The construction supervisor/contractor will perform all construction tasks not performed by the self help participants and will be responsible to assure all quality of work is acceptable and will pass the requirements of the building codes, local codes and requirements of this program.

The construction supervisor/contractor must be skilled in construction methods, terminology, materials, applications of those materials, and be knowledgeable of codes, regulations, and building requirements of the self help program. This person must be a teacher, inspector, supervisor, counselor, troubleshooter, and act as a foreman throughout the remodeling process of a group of houses.

The construction supervisor/contractor duties will include but are not limited to:

- Assesses during the pre-construction phase, the needs and priorities for each house rehabilitation.
- Prepares accurate estimates of the construction costs per home.
- Obtains approval from the County of all repair specifications prior to commencement of work.
- Conducts up to thirty (30) classes on construction skills necessary to repair a home.
- Performs professional construction work that participants are not able to perform (i.e. electrical, plumbing and HVAC).
- Develops contracts for subcontractors and price guarantees with suppliers.
- Maintains field records and accounts.
- Trains the group in construction methods.
- Supervises the project and keeps it on schedule.

The Construction Supervisor/Contractor is responsible for, but not limited to:

- Assuring that all of the houses are remodeled according to plans and specifications in a workmanlike manner so that each house passes all inspections (local and self help program).
- Prepares accurate estimates of construction costs.
- Orders and arranges delivery of supplies and materials for the construction projects.
- Performs construction work that cannot be performed by participants and develops contracts for subcontractors and suppliers.

- Coordinating all family labor and subcontractor work.
- Maintaining construction progress according to the self help program guidelines.
- Ensuring the safety of all people on the job site.

It is **not** the Construction Supervisor/Contractor's job to perform all the work required to remodel the houses, but to train and supervise the participating families to perform at least 15% of the work themselves in repairing/remodeling their own houses. The following items suggest ways for the Construction Supervisor/Contractor to accomplish these challenging tasks.

- Should be able to adjust their working schedule to the times most convenient for the self-help participants to work, which may be evenings and weekends.
- Maintain a friendly and productive working relationship with program participants.
- Keep detailed and accurate records of owner labor to ensure at least 15% participant threshold.
- Make sure that material of the proper quality, quantity, and type are secured and at the job site when needed and so that work proceeds as planned.
- Ensure that tools from the County's "Tool Library", consisting of basic tools for the homeowners to use when they perform their work, are returned to the County at the conclusion of the project.
- Examine all materials as they are unloaded to assure the correct quantity, type, and quality of materials being delivered.

The Construction Supervisor/Contractor oversees and writes the repair/remodel specifications for each home. The definition of a good specification is one that is simple, clear, and complete as possible. Construction specifications need to be concise. A specification must be detailed enough to explain the specific step or material in the construction process. The information must eliminate any degree of confusion or misinterpretation. The following items need to be taken into consideration when developing good construction specifications.

- Who is going to do it?
- What construction standard or code is used?
- What materials or equivalents will be used?
- What type and term of warranty is required?
- Specific brand or model to be used as basis for comparison
- Describing the method of installation
- Describing the specific quantity: square feet, cubic yards, etc
- Describing the quality of product: size, style, model number

Specification Type

The Construction Supervisor/Contractor should understand the uses of and differences between these various types of specifications.

Technical Specifications

A technical specification is the generally accepted standard for construction specifications. It is considered best because it completely details the exact need or condition to be met. It requires the Construction Supervisor/Contractor to account for every detail leaving little if nothing to chance. The challenge is to have a Construction Supervisor/Contractor who is familiar with every detail of the construction process.

Description of Materials

For the purposes of Self-Help remodeling the Description of Materials form will be used for the specification sheet. Each section is clearly labeled, make sure your form has been reviewed and clarified with the house plan, because if anything is unclear, the spec sheet is the one that should and will be followed. A description of materials (spec sheet), a cost estimate and a house plan for each family must be submitted.

Change Orders

The Construction Supervisor/Contractor is responsible to manage all aspects of the homes and is responsible to oversee all workers. Changes to any portion of the homes whether there is a cost involved or not is considered a change order. Any structural, mechanical or material change to the original plans and specs are considered a change and must be approved by the County prior to commencement. The common practice for a self-help home remodel is ZERO change orders. No changes are allowed to these homes whatsoever. The families need to understand that they have agreed to remodel their homes as per approved plans and specifications.

Recommended Acceptable and Unacceptable Activities on the Job Site

The Construction Supervisor/Contractor should make sure that all persons (family members, self-help staff members, contractors, etc.) involved in the construction process follow these procedures:

- Children under pre-specified age should not be allowed at the job site during construction.
- A practical dress code should be followed (any clothing that could be considered disruptive or unsafe should not be allowed).
- Friends and relatives of a participant visiting the self-help job site while construction is in progress should be supervised.
- Biased, inflammatory or lewd language, sexual harassment, or physical abuse will not be tolerated on the job site.
- The use of alcohol or any controlled substances will not be allowed on the job site.

Construction Safety

During pre-construction meetings and during construction, the Construction Supervisor/Contractor should discuss job-site safety with the group. Safety discussions should include hazards peculiar to the upcoming phase of construction, any problems

that need to be corrected and reminders on proper use of tools. In addition, the construction supervisor should routinely maintain first-aid supplies, and continuously check the job site for debris and hazards.

The Construction Supervisor/Contractor should develop safety guidelines and procedures to follow in the event of an accident or an emergency on the job site.

Working with Inspectors

Building inspectors should be treated with courtesy and respect. The Construction Supervisor/Contractor must encourage the group to respect the inspector when they are on the job site. A job site should always be clear of debris and hazards, especially during an inspection.

The Construction Supervisor/Contractor should accompany the inspector while the inspection is in progress. By doing this you can discuss the construction techniques used or simply listen to the inspector's "small talk". Keep in mind that building inspectors often have a wealth of information that they are often quite willing to share.

The Construction Supervisor/Contractor needs to smooth out the inspection process:

- Have the phase to be inspected completed and ready for inspection.
- Have the inspection time and date confirmed.
- Have all needed forms filled out, signed and available.
- Ask for the name of the inspector so you can address them personally.

Quality Control

To ensure the housing standards are met, the Construction Supervisor/Contractor must:

- Assist the group to produce quality housing.
- Adhere to the approved house plans and specifications.

The Construction Supervisor/Contractor must know the local building code, the Uniform Building Code, the program construction guidelines and the generally accepted methods of residential construction. More important than knowing and understanding the theory, the construction supervisor/contractor must be able to demonstrate these principles and enforce adherence.

Maintaining Delivery Receipts for Materials

The following are some examples of filing systems for the Construction Supervisor/Contractor:

- Separate receipts by family
- Turn them into the County office weekly
- The daily receipts for and the delivery receipts for materials with purchase orders must get to the bookkeeper as soon as possible. The key to a bill paying system is paying accounts quickly to capture any discounts offered. The receipts for materials and records must also be legible.

TERMS, CONDITIONS AND REQUIRED FORMS

Definitions: For the Terms, Conditions and Required Forms section, the term "Contractor" shall be defined as the Construction Supervisor/Contractor. The term "Owner" shall be the County of El Paso.

A contract pursuant to this solicitation, if awarded, is based on evaluation of price, past performance and experience, financial and technical resources and compliance with all legal and other proposer requirements.

Contractor must comply with all applicable federal, state and local laws and regulations; must have adequate general liability and vehicle insurance and may not be on a local, state or federal Consolidated List of Debarred, Suspended and Ineligible Contractors and Grantees.

Potential Disqualification Factors

1. Unsatisfactory past performance of a particular proposer on projects of similar scope and complexity. References WILL be contacted and verified.
2. Proposal packages, which are incomplete, lack required documentation, are not signed and dated, or are illegible will be considered non-responsive and will be rejected.
3. Failure to complete the required Ethics Training and submit a Conflict of Interest Questionnaire (CIQ) in a timely manner as required by state law.

Equal Employment Opportunity

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, creed, sex, gender, or national origin.

Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner.

- (a) Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.
- (b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance, Vehicle Liability Insurance, and Builder's Risk Insurance in the following amounts: (\$1,000,000, \$1,000,000, \$1,000,000, \$1,000,000.)

- (c) Proof of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: **"The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner."**

Equal Employment Opportunity

- (a) The Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, gender, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender, or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (c) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- (d) The Contractor shall take affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions.
- (e) Contractors are encouraged to participate in voluntary associations which assist in fulfilling their affirmative action obligations.
- (f) The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.
- (g) The Contractor shall not use the affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (h) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts.
- (i) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

Affirmative Action for Workers with Disabilities

The Contractor will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices such as the following: employment, promotion, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Provision of Local Training, Employment, and Business Opportunities

- (a) To the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- (b) The Contractor will include this clause in every subcontract for work in connection with the project.

Non Segregated Facilities

The Contractor certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees any segregated facilities at any of his establishments, or permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

Job Offices

- (a) The Contractor and his subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The Owner shall be consulted with regard to locations.
- (b) Upon completion of the improvements, or as directed by the Owner, the Contractors shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

Payments

Progress payments during construction are made no more often than bi-weekly and based upon the Homeowner's and Contractor's certification that the work for requested payment is complete and that all materials and labor reflected in that progress payment request has been or will be paid from such progress payment. All requests for payments will be made as follows:

1. The Contractor will submit in writing to the Owner, a list of items, their costs, and a sum of the item costs for work to be paid along with the applicable Building Contractor's Request for Payment Form-28 provided in Appendix A (an electronic form will be provided to the awarded contractor). This will be based on ***completed items only*** from the schedule of values submitted by the Contractor prior to construction.
 - a. The Owner will inspect such work as soon as possible (usually within one (1) business day) from receipt of such request by the Contractor.
 - b. The Owner will pay the Contractor within ten (10) calendar days from the date of progress approval. Payment is issued based on the Financial Department's payment schedule.

Payrolls and Basic Records

Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates or contributions or costs anticipated for bona fide fringe benefits or cash equivalents there of the types, daily and weekly number of hours worked, deductions made and actual wages paid.

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

_____ agrees to implement the following specific affirmative action
(name of company)
steps directed at increasing the utilization of lower income residents and businesses within the County of El Paso.

- A. To ascertain from the Grant Recipient's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this plan in all proposal documents and to require all proposers on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To insure that subcontracts (greater than \$10,000), which are typically let on a negotiated rather than a proposal basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
- G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.
- J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.
- K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

As officers and representatives of _____, we the undersigned have
(name of company)
read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions.

Signature

Title

Date

STATEMENT OF PROPOSER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Proposer may submit any additional information he desires.

Name of Proposer: _____ Date Organized: _____

Address: _____ Date Incorporated: _____

Number of years in contracting business under present name: _____

CONTRACTS ON HAND

Contract	Amount \$	Completion Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

Type of work performed by your company: _____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

List the projects most recently completed by your firm (include project of similar importance): _____

Project	Amount \$	Mo/Yr Completed
_____	_____	_____
_____	_____	_____

Major equipment available for **this** contract: _____

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Credit Available: \$ _____ Bank Reference: _____

PROPOSED DIVERSITY STATEMENT

You must mark all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Caucasian American (Male) _____% Public-Held Corporation _____% Government Agency _____% Non-Profit Organization _____%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

Resident-Owned* _____% African American _____% **Native American _____% Hispanic American _____% Asian/Pacific American _____% Asian/Indian American _____%

Woman-Owned (MBE) _____% Woman-Owned (Caucasian) _____% Disabled Veteran _____% Other (Specify): _____%

WMBE Certification Number: _____

Certified by (Agency): _____
(NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)

(17) Worker's Compensation Insurance Carrier: _____
Policy No. _____ Expiration Date: _____

(18) General Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____

(19) Professional Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____

(20) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Texas, or any local government agency within or without the State of Texas?

Yes No

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(21) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner, Officer, or employee of the County of El Paso?

Yes No

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(22) Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer or to secure any advantage against the County of El Paso or any person interested in the proposed contract; and that all statements in said proposal are true.

(23) Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the County of El Paso discovers that any information entered herein is false, that shall entitle the County of El Paso to not consider nor make award or to cancel any award with the undersigned party.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the County of El Paso in verification of the recitals comprising this Statement of Proposer's Qualifications.

Executed this ____ day of _____, 20..

By:(Signature) _____ Title: _____

(Print Name) _____

PRICING AND QUALIFICATIONS

1. Construction Supervisory and Homeowner Training Services (this should be a “Not to Exceed” amount per home).

\$ _____

2. All other costs should be included in the individual home remodel specification. Costs shall include all Materials, Supplies, and Professional construction services performed by the contractor or subcontractor. Hourly rates for professional construction services shall be per the El Paso County Residential Wage Rates as described on the following pages.
3. On a separate sheet(s) of paper, describe your experience in managing a construction/self-help project as described in this proposal.
4.
 - A) Describe your experience as a professional contractor. Contractor must have a minimum of 5 years experience as a professional contractor.
 - B) List all licenses held (including construction license), credentials, special training.
 - C) Describe your experience conducting general home repairs and remodels.
 - D) Describe how you will conduct the training of the homeowner in doing 15% of the work on their homes.
 - E) Describe how you intend to oversee 22 homeowners’ work product, your professional contractors, deliveries, inspectors, and finish the project by January 29, 2014, and
 - F) Provide 3 references where similar services as those described in this proposal were provided. Include name, address, contact name, phone number.

El Paso County Residential Wage Rates (Page 1 of 4)

Available at <http://wdol.gov/wdol/scafiles/davisbacon/TX53.dvb?v=0>

General Decision Number: TX130053 01/04/2013 TX53

Superseded General Decision Number: TX20120053

State: Texas

Construction Type: Residential

County: El Paso County in Texas.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories.)

Modification Number	Publication Date
0	01/04/2013

*SUTX1981-001	05/01/1981
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	Rates	Fringes
BRICKLAYER.....	\$.7.25	
CARPENTER.....	\$.7.25	
CEMENT MASON/CONCRETE FINISHER.....	\$.7.25	
ELECTRICIAN.....	\$.7.25	
FLOOR LAYER: CARPET (SOFT) FLOOR.....	\$ 7.34	
GLAZIER.....	\$ 7.25	
INSULATION INSTALLER.....	\$ 7.25	
IRONWORKER.....	\$ 7.25	
LABORERS:		
Asphalt Rakers.....	\$ 7.25	
Mason Tenders.....	\$ 7.25	
Unskilled.....	\$ 7.25	
LATHER.....	\$ 7.25	
PAINTERS:		
Brush.....	\$ 7.25	
Spray.....	\$ 7.25	
PLASTERER.....	\$ 7.25	

El Paso County Residential Wage Rates (Page 2 of 4)

PLUMBERS AND PIPEFITTERS.....\$ 7.25

POWER EQUIPMENT OPERATORS:

Backhoes.....\$ 7.25
Forklifts; Front End
Loaders.....\$ 7.25
Graders.....\$ 7.25

ROCKMASON (FENCE).....\$ 7.25

ROOFER, Including Built Up,
Composition and Single Ply
Roofs.....\$ 7.25

SHEET METAL WORKER.....\$ 7.25

TAPER.....\$ 7.25

TILE SETTER.....\$ 8.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

UNION IDENTIFIERS

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

El Paso County Residential Wage Rates (Page 3 of 4)

NON-UNION IDENTIFIERS

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- *an existing published wage determination
- *a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
- *a wage determination matter
- *a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the

Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

EI Paso County Residential Wage Rates (Page 4 of 4)

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

CONSTRUCTION SUPERVISOR/CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development	
CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS	
INSTRUCTIONS	
CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.	
NAME AND ADDRESS OF BIDDER (include ZIP Code)	
CERTIFICATION BY BIDDER	
Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations. <input type="checkbox"/> Yes <input type="checkbox"/> No	
The undersigned hereby certifies that:	
<input type="checkbox"/> The <u>Provision of Local Training, Employment, and Business Opportunities</u> clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).	
<input type="checkbox"/> The <u>Non Segregated Facilities</u> clause (Section 109 provision) is included in the Contract. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.	
<input type="checkbox"/> The <u>Equal Employment Opportunity</u> clause is included in the Contract (if bid equals or exceeds \$10,000).	
<input type="checkbox"/> The <u>Affirmative Action for Handicapped Workers</u> clause is included in the contract.	
Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? <input type="checkbox"/> Yes <input type="checkbox"/> No	
NAME AND TITLE OF SIGNER (Please type)	
SIGNATURE	DATE

SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The _____ does not discriminate on the basis of disability in the
(Name of company)
admission or access to, or treatment or employment in, its federally assisted programs
or activities.

(Name) _____

(Address) _____

City State Zip

Telephone Number () _____ - _____ Voice

() _____ - _____ TDD

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8. dated June 2, 1988).

PAYMENT BOND

_____, as
surety ("Surety"), *(Insert Proper Name of Surety)*

and

(Insert Proper Name of Contractor)

as principal ("Contractor"), enter into, execute this bond ("Payment Bond"), and bind
themselves in favor of

_____,
(Insert Proper Name of Owner)

as obligee ("Owner") in the penal sum of \$ _____,
(Insert Penal Sum)

as of the _____.
(Insert Date of Construction Contract)

WHEREAS, the Contractor has executed a contract with the Owner of even date
herewith ("Construction Contract") for construction of _____

(Insert Description and Location of the Construction Project)

("Project"); and,

WHEREAS, the Owner has required the Contractor to furnish this Payment Bond
containing the terms and conditions set forth herein as a condition to executing the
Construction Contract with the Contractor;

NOW THEREFORE, the Surety and the Contractor, both jointly and severally, and
for themselves, their heirs, administrators, executors and successors agree:

1.

The Construction Contract is hereby incorporated herein and by reference made a
part hereof to the same extent and effect as though it were copied verbatim herein. The
Surety and the Contractor are bound for the full performance of the Construction
Contract including without exception all of its terms and conditions, both express and
implied, and, without limitation, specifically including Contractor's obligation to pay for
labor, materials, services and equipment provided in connection with the Construction
Contract performance;

2.

For purposes of this Payment Bond, Beneficiary is defined as a person or entity who has actually provided labor, material, equipment, services or other items for use in furtherance of the Construction Contract, and having:

(A) a direct contract with the Contractor; or

(B) a direct contract with a subcontractor of the Contractor; or

(C) rights, under the laws of the jurisdiction where the Project is located, to file a lien, a claim or notice of lien, or otherwise make a claim against the Project or against funds held by the Owner, if the Project is, or were, subject to such filing.

3.

The Surety shall not be obligated hereunder to a Beneficiary other than a Beneficiary having a direct contract with the Contractor unless such Beneficiary has given written notice of its claim to the Contractor and the Surety within the longer of:

(A) ninety (90) days after such Beneficiary provided labor, material, equipment, services or other items for use in furtherance of the Construction Contract; or,

(B) the period of time provided by the jurisdiction wherein the Project is located for (1) filing of a lien, claim of lien, notice of lien, if the Project is, or were, subject to such filing, or (2) otherwise making a claim against the Project or against funds held by the Owner; stating the amount claimed and identifying, by name and address, the person or entity to whom such labor, material, equipment, services or other items were provided.

4.

In no event shall the Surety be obligated hereunder for sums in excess of the Penal Sum.

5.

Upon receipt of a claim from a Beneficiary hereunder, the Surety shall promptly, and in no event later than 30 days after receipt of such claim, respond to such claim in writing (furnishing a copy of such response to the Owner) by:

(A) making payment of all sums not in dispute; and,

(B) stating the basis for disputing any sums not paid.

6.

No action shall be commenced by a Beneficiary hereunder after the passage of the longer of one (1) year following final completion of the Construction Contract or, if this bond is provided in compliance with applicable law, any limitation period provided therein. If the limitation period contained in this Paragraph is unenforceable, it shall be deemed amended to provide the minimum period for an action against the Surety on a payment bond by a third-party beneficiary thereof.

7.

Any and all notices to the Surety or the Contractor shall be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below:

SURETY:

CONTRACTOR:

OWNER:

CONTRACTOR:

SURETY:

_____ SEAL

(INSERT PROPER NAME OF CONTRACTOR)

(INSERT PROPER NAME OF SURETY) SEAL

By: _____
(SIGNATURE OF AUTHORIZED SIGNATORY)

By: _____
(SIGNATURE OF AUTHORIZED SIGNATORY)

(OFFICE OR TITLE OF PERSON SIGNING)

(OFFICE OR TITLE OF PERSON SIGNING)

PERFORMANCE BOND

_____ as ("Surety"),
(Insert Proper Name of Surety)

and

(Insert Proper Name of Contractor)

as principal (Contractor"), enter into, execute this bond ("Performance Bond"), and bind themselves in favor of

(Insert Proper Name of Owner)

as obligee ("Owner"), in the penal sum of \$ _____,
(Insert Penal Sum)

as of the _____
(Insert Date of Construction Contract)

WHEREAS, the Contractor has executed a contract with the Owner of even date herewith ("Construction Contract") for construction of _____

(Insert Description and Location of the Construction Project)

and,

WHEREAS, the Owner has required the Contractor to furnish this Performance Bond containing the terms and conditions set forth herein as a condition to executing the Construction Contract with the Contractor;

NOW THEREFORE, the Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors and successors agree:

1.

The Construction Contract is hereby incorporated herein and by reference made a part hereof to the same extent and effect as though it were copied verbatim herein. The Surety and the Contractor are bound for the full performance of the Construction Contract including without exception all of its terms and conditions, both express and implied.

2.

If the Contractor is in default of the Construction Contract and the Owner, by written notice to the Contractor and the Surety, declares the Contractor to be in default and terminates the right of the Contractor to proceed, the Surety shall thereupon promptly notify the Owner in writing as to which of the actions permitted to the Surety in Paragraph 3 it will take.

3.

Upon default and termination of the Contractor and notice to the Contractor and Surety as provided in Paragraph 2 above, the Surety shall within 30 days proceed to take one or, at its option, more than one of the following courses of action:

(A) Proceed itself, or through others acting on its behalf, to complete full performance of the Construction Contract including, without limitation, correction of defective and nonconforming work performed by or on behalf of the Contractor. During such performance by the Surety the Owner shall pay the Surety from its own funds only such sums as would have been due and payable to the Contractor in the absence of the default and termination.

(B) Applicable law permitting, and with the prior written consent of the Owner, obtain bids or proposals from contractors previously identified as being acceptable to the Owner, for full performance of the Construction Contract. The Surety shall furnish the Owner a copy of such bids or proposals upon receipt of same. The Surety shall promptly select, with the agreement of the Owner, the best responsive bid or proposal and shall promptly tender the contractor submitting it, together with a contract for fulfillment and completion of the Construction Contract executed by the completing contractor, to the Owner for the Owner's execution. Upon execution by the Owner of the contract for fulfillment and completion of the Construction Contract, the completing contractor shall furnish to the Owner a performance bond and a separate payment bond, each in the form of those bonds previously furnished to the Owner for the Project by the Contractor. Each such bond shall be in the penal sum of the (1) fixed price for completion, (2) guaranteed maximum price for completion, or (3) estimated price for completion, whichever is applicable. The Owner shall pay the completing contractor from its own funds only such sums as would have been due and payable to the Contractor under the Construction Contract as and when they would have been due and payable to the Contractor in the absence of the default and termination. To the extent that the Owner is obligated to pay the completing contractor sums which would not have then been due and payable to the Contractor under the Construction Contract, the Surety shall provide the Owner with such sums in a sufficiently timely manner that the Owner can utilize such sums in making timely payment to the completing contractor; or,

(C) Take any and all other acts, if any, mutually agreed upon in writing by the Owner and the Surety.

4.

In addition to those duties set forth hereinabove, the Surety shall promptly pay the Owner all loss, costs and expenses resulting from the Contractor's default(s), including, without limitation, fees, expenses and costs for architects, engineers, consultants, testing, surveying and attorneys, liquidated or actual damages, as applicable, for delay in completion of the Project, and fees, expenses and costs incurred at the direction, request, or as a result of the acts or omissions of the Surety.

5.

In no event shall the Surety be obligated to the Owner hereunder for any sum in excess of the Penal Sum.

6.

The Surety waives notice of any changes to the Construction Contract including, without limitation, changes in the contract time, the contract price, or the work to be performed.

7.

This Performance Bond is provided by the Surety for the sole and exclusive benefit of the Owner and, if applicable, any dual obligee designated by rider attached hereto, together with their heirs, administrators, executors, successors or assigns. No other party, person or entity shall have any rights against the Surety hereunder.

8.

Any and all notices to the Surety, the Contractor or the Owner shall be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below:

SURETY:

CONTRACTOR:

OWNER:

9.

Any statutory limitation, which may be contractually superseded, to the contrary notwithstanding, any action hereon may be instituted so long as the applicable statute of limitations governing the Construction Contract has not run or expired.

CONTRACTOR:

SURETY:

SEAL
(INSERT PROPER NAME OF CONTRACTOR)

SEAL
(INSERT PROPER NAME OF SURETY)

By: _____
(SIGNATURE OF AUTHORIZED SIGNATORY)

By: _____
(SIGNATURE OF AUTHORIZED SIGNATORY)

(OFFICE OR TITLE OF PERSON SIGNING)

(OFFICE OR TITLE OF PERSON SIGNING)

INSTRUCTIONS

General Building Specifications

The units are to be repaired in compliance with the following codes/regulations/orders:

- El Paso County Commissioners Court Adopted Residential Building Code Order www.epcounty.com/publicworks/
- International Residential Code for One Family & Two-Family Dwellings – Latest edition in use
- Southern Building Code Congress-Latest edition in use
- Texas Minimum Construction Specifications
- International Building Codes – Latest edition in use
- International Energy Conservation Code – Latest edition in use
- National Electric Code - Latest edition in use
- National Plumbing Code – Latest edition in use
- Colonia Housing Standards – See Appendices

The latest edition of the International One- & Two-Family Dwelling Code shall be an integral part of this project. The construction supervisor/contractor is required to obtain a copy of all code books and become familiar with the contents. Copies can be obtained from various sources, including the Southern Building Code Congress International in Austin, Texas.

Whenever and wherever these specifications, drawings, addendum, change orders, or other written instructions or additions are in conflict, then the conflicting instruction is subservient to the applicable code. Comply with the requirements of the most definitive and current edition of the Codes.

In the event of conflicting requirements with locally adopted and enforced building codes and ordinances, the construction supervisor/contractor will comply with the more stringent requirements.

All reconstructed and newly constructed housing units must comply with the universal design features, established by §2306.514 Texas Government Code, energy standard as verified by a RESCHECK certification, and the International Residential Code (IRC) as required by subchapter G, chapter 214, local Government Code. Where a conflict arises in the codes, the higher standard prevails.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
Community Development Block Grant (CDBG)
Colonia Self Help Center Program

Construction Supervisor/Contractor Proposal Certification	
Sub-recipient: El Paso County	Contract Number: 710013
Building Contractor Name:	
Building Contractor Address:	Phone:

1. I understand that I am bidding on a construction contract funded with federal dollars and administered by the Texas Department of Housing and Community Affairs (TDHCA). I understand that debarment by either the State of Texas or the federal government will make me ineligible.

2. I understand that all work must be completed in accordance with CDBG Program requirements and, as applicable:

- International Residential Code (IRC) – new construction and reconstruction
- Colonia Housing Standards
- All local building codes, standards, and specifications

3. I hereby certify that all work performed will meet or exceed applicable codes, standards, and specifications as they apply to the construction work for which I am bidding. I also understand that compliance with applicable minimum construction codes, standards, and specifications will be considered part of my contract in the event that my bid is accepted by the above-referenced Subrecipient. I understand that failure to meet or exceed applicable codes, standards, and specifications may result in debarment from future federally funded construction contracts.

4. I understand that I must provide a one-year warranty on all work performed and that failure to complete warranty work in a timely manner may result in my debarment from future federally funded construction contracts.

5. I understand that a percentage of project construction funds will be retained for thirty (30) days pending completion of the Final Inspection and Verification. The amount of retainage will be set out in the contract. Failure to complete punch list items or warranty work during this time will result in forfeiture of the retainage.

 Signature of Building Contractor

 Date

SPECIAL CONDITIONS

Construction Requirements & Payment Process

These Special Conditions have priority over all other conditions and requirements of the Contract Documents.

1. Time of Completion

- A. The number of workdays shall be set out in the Contract. The number of workdays shall be counted as consecutive calendar days (Saturdays, Sundays & holidays inclusive). Unless indicated otherwise, the number of workdays shall commence on the effective date of the Notice to Proceed. In the absence thereof, the effective date shall be the earlier of either Date that foundation forms are first set or the date upon which the plumbing Rough-In begins.
- B. The Contract has no provisions for time extension(s) due to weather. However, upon the approval of the County of El Paso, additional days may be awarded on a case by case basis.
- C. Upon completion of the work and acceptance by the County of El Paso and the homeowner, the Certificate of Final Inspection and Verification is issued and the Warranty Period begins.
- D. Thirty (30) days after the issuance of the Final Inspection and Verification of all contractual conditions, retainage will be released to the Contractor unless the County of El Paso determines that the retainage should not be released (such as Liquidated Damages and/or Back charges).

2. Materials and Site

All work comprised in these projects is new materials.

3. Homeowner Relationships and Preferences

The Construction Supervisor/Contractor must recognize the special needs and concerns of the low-income, elderly and disabled clients and must ensure that all clients are treated respectfully and courteously at all times. Construction Supervisor/Contractor and/or staff must conduct themselves in a professional manner at all times.

Construction Supervisor/Contractor shall provide samples as required for selection of materials as cited in the individual specifications and provide reasonable time for the County to make selections.

4. Payment for Work

Progress payments are made no more often than bi-weekly and based upon the Construction Supervisor/Contractor's certification that the work for which payment is requested has been completed and that all materials and labor reflected in that progress payment request has been or will be paid from such progress payment. The amount of retainage held will be set out in the contract.

The retainage is released to the Construction Supervisor/Contractor thirty days after the Certificate of Final Inspection. The withholding of retainage is at the discretion of the County of El Paso.

5. Utility Usage

The homeowner is responsible for maintaining payments of utilities during the construction period.

6. Insurance & Workers Compensation Insurance

Accident & Accidental Death Insurance policies issued by underwriters is not acceptable in lieu of Statutory Workers Compensation Policies.

Workers Compensation Insurance is required on every person employed on the project(s), except as hereinafter indicated. The Construction Supervisor/Contractor is required to assure that each Subcontractor complies with the statutory requirements, failing thereof, shall assume all risks associated therewith. Workers Compensation Insurance is not required on State funded projects when:

- a. The employee is an Owner or Partner having 25% interest in the firm;
- b. The employee is a corporate officer;
- c. There is no hired help;
- d. There is an executed written contract, acceptable for legal filing, between the Employer and any Contract Labor. The Contract must stipulate an agreed amount, not an hourly rate.
- e. There is no "Waiver" form.
- f. Proof and documentation of the above conditions must be made available for inspection, examination and review to the County of El Paso or to any agent of the State upon demand. In no instance shall examination, approval, or failure to examine or approve any of the above conditions, relieve the Construction Supervisor/Contractor (or employer as applicable) from Statutory requirements.

7. Change Orders

Requests for change orders and substitutions are discouraged but may be considered, on an urgent case by case basis provided the quality of the finished product is not compromised. The homeowner, the County of El Paso and TDHCA must approve Change Orders in writing prior to starting work. Change Orders are NOT to be expected except in instances requiring:

- Unforeseen site conditions necessitating additional site preparation
- Installation of handicap accessibility improvements
- Installation of septic systems where a septic tank has been deemed unsuitable by the jurisdiction's health authority. (Written proof will be required).

8. Regulatory Agencies, etc.

Comply with all rules, regulations and fees of regulatory agencies and similar entities having authority over the various portions of the work. Included are: Building Codes; OSHA; TCEQ; EPA; ADA; Asbestos; Department of Health; etc.

9. Safety of the Workplace

Safety is the sole responsibility of the Construction Supervisor/Contractor. The Construction Supervisor/Contractor is responsible for any job-related illness or injury to workers and shall indemnify and hold harmless the County's Contract Administrator being a City, County and/or Non-Profit, its consultants, agents, the project staff, and the owner of home and their family in the event an on-the-job illness or injury occurs. The assisted homeowners will not be relocated during the construction period. Homeowners will reside in their existing home while their new home is constructed. Construction Supervisor/Contractor must take the necessary safety precautions under these circumstances.

10. Texas Minimum Construction Specifications and Code

The Texas Minimum Construction Specifications are included in the Contract Documents. Where there is question as to its meaning or application, contact the County's Contract Administrator for clarification. Claims for "Extras" are not allowed unless properly processed and approved as written Change Orders pursuant with the requirements of the Contract Documents.

The latest edition of the International One & Two-Family Dwelling Code is an integral part of the Contract Documents for the project(s). Construction Supervisor/Contractor is required to obtain a copy of this Code and become familiar with its contents. Copies can be obtained from various sources, including the Southern Building Code Congress International in Austin, Texas.

11. Contract Agreement

The conditions included in the Contract Agreement are included in these Special Conditions as though reprinted here in their entirety.

12. Accessibility Standards for Construction

The construction of handicapped accessible Baths and Kitchens, if applicable, shall comply with the requirements of the "Fair Housing Accessibility Guidelines" as published in the Federal Register, Volume 56, No. 44. Contractor shall be responsible for compliance with these rules.

13. Job Site

The Construction Supervisor/Contractor shall use the site and its facilities only for the construction called for. The electrical, sanitary waste, water, and gas systems shall be used only for construction purposes and during the construction phase only. Construction Supervisor/Contractor shall not enter adjacent properties without prior permission of those property owners. Construction Supervisor/Contractor shall be liable for making all arrangements for such entry and for repairing fences and any property damage caused by his operations.

The Construction Supervisor/Contractor shall obtain and display at the job site all required permits and inspection tags as required by the County.

The Construction Supervisor/Contractor shall have portable toilet facilities available for employee and subcontractor use at the job site.

Construction Supervisor/Contractor shall maintain the site free from waste materials, debris and rubbish. Construction Supervisor/Contractor shall execute final cleaning including, but not limited to sweeping, dusting, windows and the like, prior to final inspection.

14. Scheduling and Liquidated Damages

The Construction Supervisor/Contractor shall adhere to designated Start Work and Completion Schedules. The construction period shall commence on the effective date indicated in the "Notice to Proceed".

Construction period will be through January 29, 2014.

Liquidated damages in the amount of \$750.00 per day per uncompleted project shall be charged from the end of the construction period until final completion is reached per project.

15. Workmanship and Warranty

All work shall be done with skilled craftsmen and accomplished with care.

Construction Supervisor/Contractor will provide minimum one-year warranty on all materials and workmanship. Construction Supervisor/Contractor will use all new materials. Additional warranty period can be authorized by the County of El Paso if determined necessary due to circumstances including but not limited to unconventional construction technique or unconventional material.

16. Other Requirements and Interpretations

The Construction Supervisor/Contractor must retain all work and cost records for a minimum period of five (5) years after payment has been made and all other pending matters are closed. This requirement is to assure fair settlement of disputes or complaints that may arise, as well as to fulfill federal audit requirements.

The new construction work is federally funded. Any known or suspected incident of fraud or program abuse involving the Construction Supervisor/Contractor or the Contractor's staff will be reported to the appropriate local, state or federal investigative body or official.

18. Assignment

Construction Supervisor/Contractor shall not assign this Contract.

19. Venue

Venue for any legal litigation shall reside in the County of the location of the project.

20. **"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities**

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

The Construction Supervisor/Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

The Construction Supervisor/Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135, and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

**General Provisions
County of El Paso, Texas**

1. PROPOSAL PACKAGE

- a. The request for proposal, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all considered part of the proposal package. Proposals must be submitted on the forms provided by the County, including the proposal sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the proposal sheet/contract page (s) may disqualify the proposal from being considered by Commissioners' Court. Any individual signing on behalf of the proposer expressly affirms that he or she is duly authorized to tender this proposal and to sign the proposal sheet/contract under the terms and conditions in this proposal. Proposer further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the proposal. Changes must also be made to any electronic copies submitted. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each proposer is required to thoroughly review this entire proposal packet to familiarize themselves with the proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with the County.
- b. **Proposal must be in the Purchasing Department BEFORE the hour and date specified. Faxed or e-mailed proposals will not be accepted. Late proposals will not be considered under any circumstances.**
- c. Any proposal sent via express mail or overnight delivery must have the RFP number and title clearly marked on the outside of the envelope or package. Failure to clearly identify your proposal may be cause for disqualification.

2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, proposers are to direct all communications regarding this proposal to the El Paso County Purchasing Agent or assigned designee, unless otherwise specifically noted.

An authorized person from the submitting firm must sign all proposals. The signature acknowledges that the proposer has read the proposal documents thoroughly before submitting a proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Request for Proposal. It provides specific information necessary to aid participating firms in formulating a thorough response.

3. PROPOSER'S RESPONSIBILITY

The Proposer must affirmatively demonstrate its responsibility. The Proposer must also meet the following minimum requirements:

- Have been in business of providing services for a minimum of 5 years;
- Have adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Proposal;
- Have satisfactory record of performance;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.

4. REJECTION OF PROPOSALS

The County, acting through its Commissioners' Court reserves the right to: (1) reject any and all proposals and waive any informality in the proposals received; (2) disregard the proposal of any proposer determined to be not responsible. The County further reserves the right to reject any proposal due to failure of performance on deliveries as determined in writing by the County Purchasing Agent.

5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or proposal procedures must be received in the Purchasing Department no less than seventy-two hours prior to the time set for proposal opening. Vendors are to propose as specified herein or propose an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that the County of El Paso is seeking.

Under Local Gov't Code Section 262.005 and Health & Safety Code Section 361.426, the County is required to give preference to products made of recycled materials if they meet specs. The County is also required to encourage the use of recycled products in developing new procedures and specs. They are also required to eliminate procedures and specifications that explicitly discriminate against products made of recycled materials.

6. SUBSTITUTES

It is not the County's intent to discriminate against any material of equal merit to those specified however, should the proposer desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued.

7. EXCEPTIONS TO PROPOSAL

The proposer will list on a separate sheet of paper any exceptions to the conditions of the proposal. This sheet will be labeled, "Exceptions to Proposal Conditions", and will be attached to the proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

The Proposer must specify in its proposal any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the proposal and should indicate its possible or actual advantage to the program being offered.

The County reserved the right to offer these alternatives to other proposers.

8. PRICING

Proposals for equipment shall offer new (unused) equipment or merchandise unless otherwise specified. Quotes F.O.B. destination. If otherwise, show exact cost to deliver (merchandise only). Proposal will be either lump sum or unit prices as shown on the proposal sheet. The net price will be delivered to the El Paso County, including all freight or shipping charges. In case of error in extension, unit prices shall govern. RFP subject to unlimited price increases will not be accepted. The County is tax exempt and no taxes should be included in your proposal.

Unless prices and all information requested are complete, proposal may be disregarded and given no consideration.

In case of default by the contractor, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

9. TAX EXEMPTION

Pursuant to Section 151.309 of the Texas Tax Code, El Paso County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151.

10. MODIFICATION OF PROPOSALS

A proposer may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by proposer guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data

required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same. No substitutions or cancellations for merchandise will be permitted without written approval of the County Purchasing Agent.

11. SIGNATURE OF PROPOSALS

Each proposal shall give the complete mailing address of the Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each proposal shall include the Proposer's Federal Employer Identification Number (FEIN), Failure to sign the Contract page(s) and proposal response sheet will disqualify the proposal from being considered by the County. The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to render the proposal and to sign the proposal sheets and contract under the terms and conditions of this RFP and to bind the Proposer thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioner's Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

12. AWARD OF BID/PROPOSALS-EVALUTATION CRITERIA AND FACTORS

Pursuant to the Texas Local Government Code

Bids shall be awarded to the responsible bidder that submits the lowest and best bid.

Proposals will be made to the responsible proposer whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. The prices proposed will be considered firm and cannot be altered after the submission deadline. **The proposed cost to the County will be considered firm, unless the County invokes its right to request a best and final offer and cannot be altered after the submission deadline.**

The County reserves the right to reject any or all proposals in whole or in part received by reason of this RFP and may discontinue its efforts under this RFP for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County. County reserves the right to accept or reject all or any part of the proposal, waive minor technicalities, or to award by item or by total proposal. Price should be itemized.

A Proposer whose proposal does not meet the mandatory requirements set forth in this RFP will be considered noncompliant.

Each Proposer, by submitting a proposal, agrees that if its proposal is accepted by the Commissioners' Court, such Proposer will furnish all items and services upon the terms and conditions in this RFP and contract.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the schedule of the Requests for Proposals.

13. PUBLIC INFORMATION ACT

The parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. Proposer agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its bid. County agrees to provide notice to Proposer in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret.

14. RESULTANT CONTRACT

The resultant contract shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, proposal package, any addenda issued, and any change orders issued during the work.

The criteria utilized for determining responsibility of proposer(s) includes, but is not limited to, the proposer's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County to determine whether a proposer is responsible. The term of the resultant contract will begin as stated in the contract executed by the Commissioners' Court and will terminate on the date specified in the contract unless terminated earlier as herein set forth.

15. ESTIMATED QUANTITIES

Any reference to quantities shown in the Request for Proposals are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

16. CONTRACTOR INVESTIGATION

Before submitting a proposal, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

17. NO COMMITMENT BY COUNTY

This Request for Proposal does not commit the County to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies.

18. BEST AND FINAL OFFERS

In acceptance of proposals, the County reserves the right to negotiate further with one or more of the contractors as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County. This includes solicitations of a Best and Final Offer from one or more of the proposers. If invoked, it allows acceptable proposers the opportunity to amend, change or supplement their original proposal. Proposers may be contacted in writing requesting that they submit their best and final offer. Any such best and final offer must include discussed and negotiated changes.

19. SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to the Request for Proposals, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

20. REJECTION/DISQUALIFICATION OF PROPOSALS

El Paso County reserves the right to reject any or all proposals in whole or in part received by reason of this proposal package and may discontinue its efforts for any reason under this proposal package at any time prior to actual execution of the Contract by the County. Proposers may be disqualified and rejection of proposals may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

- A. Failure to use the proposal form(s) furnished by the County, if applicable.
- B. Lack of signature by an authorized representative that can legally bind the company on the proposal form.
- C. Failure to properly complete the proposal.
- D. Proposals that do not meet the mandatory requirements.
- E. Evidence of collusion among proposers.

21. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this proposal, a written notice of such revision will be posted on the County Purchasing website. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is posted on the County Purchasing website. It shall be Proposer's responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted.

22. PROPOSAL IDEAS AND CONCEPTS

The County reserves the right to adopt or use for its benefits, any concept, plan, or idea contained in any proposal.

23. BID/PROPOSAL DISCLOSURES

Results of bids for the purchase of goods, materials, general services and construction are considered public information at the time of the bid opening. All information contained in the bid response is available for public review.

The Proposal for Services: The names of those who submitted proposals will not be made public information until an award is made by Commissioners' Court and contract executed by the parties. No price, staffing or other proposal information will be released. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a proposal was received. Violations of this provision may result in the rejection of a proposal.

24. WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No proposals may be withdrawn for a period of sixty (60) calendar days after opening of the proposals.

25. INDEMNIFICATION

- A.** The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against El Paso County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensations a sum of money reasonably sufficient to liquidate any and all such lawful claims.

- B.** 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. A 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.

26. PROOF OF INSURANCE

Successful proposer agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services limits of not less than the following sums:

- A. For damages arising out of bodily injury to or death of one person in any one accident ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.
- B. For damages arising out of bodily injury to or death of two or more persons in any one accident-THREE HUNDRED THOUSAND AND NO/100 (\$300,000) DOLLARS
- C. For any injury to or destruction of property in any once accident-ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.

Successful proposer shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful proposer. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to the County.

Insurance is to be placed with insurers having a Best rating of no less than A. The Proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity. The County agrees to provide Proposer with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Proposer.

In no event shall the County be liable for any damage to or destruction of any property belonging to the Proposer.

El Paso County shall be listed as the additional insured on policy certificates and shall be notified of changes to the policy during the contractual period.

27. Conflict of Interest Disclosure Reporting

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Conflict of Interest Questionnaire (CIQ Form), the vendor or person's affiliation or business relationship that might cause a conflict or interest with a local government entity. A list of County employees that will award the bid and make recommendations for award are included in this request for proposal. By law, this questionnaire must be filed with the County Clerk of El Paso County, Texas. For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Purchasing Department website at: <http://epcounty.com/purchasing/bids/default.htm>

It is Proposer's sole responsibility to file a true and complete CIQ Form with the El Paso County Clerk if Proposer is required to file by the requirements of Chapter 176. Fax at no charge to El Paso County Clerk at (915) 543-3816. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

Chapter 176 specifies deadline for the filing of CIQ Forms (both initial filings and updated filings).

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

28. NON-COLLUSION AFFIDAVIT

The contractor declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, of that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the proposal price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the proposal price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Non negotiations, decisions, or cautions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Request for Proposal.

No officer or employee of the County, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking, shall have any personal or financial interest, direct or indirect, in any contract or

negotiation process thereof. The above compliance request will be part of all County contracts for this service.

29. SOVEREIGN IMMUNITY

The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

30. MERGERS, ACQUISITIONS

The Proposer shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a proposal is submitted.

If subsequent to the award of any contact resulting from this RFP the Proposer shall merge or be acquired by another firm, the following documents must be submitted to the County.

1. Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
2. New Proposer's Federal Identification Number (FEIN); and
3. New Proposer's proposed operating plans.

Moreover, Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition. The New Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval.

31. DELAYS

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Proposer agrees it will make no claim for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Proposer attributed to these delays, should any occur. In addition, Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

32. ACCURACY OF DATA

Information and data provided through this RFP are believed to be reasonably accurate.

33. SUBCONTRACTING/ASSIGNMENT

Proposer shall not assign, sell, or otherwise transfer its contact in whole or in part without prior written permission of Commissioners' Court. Such consent, if granted, shall not relieve the Proposer of any of its responsibilities under this contract.

34. INDEPENDENT CONTRACTOR

Proposer expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Proposer or its subcontractors perform in providing the requirements stated in the Request for Proposal.

35. MONITORING PERFORMANCE

The County shall have the unfettered right to monitor and audit the Proposer's work in every respect. In this regard, the Proposer shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Proposer shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Proposer's work and performance under this contract. In the event any such material is not held by the Proposer in its original form, a true copy shall be provided.

The County of El Paso is an equal opportunity employer.

36. PROCUREMENT ETHICS

CODE OF ETHICS-

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/trainingvendor_files/frame.htm

Vendors are recommended to print out completed training receipt and attach to BID/RFP/RFQ/RFI to verify that it was taken.

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.

HEALTH INSURANCE BENEFITS QUESTIONNAIRE

Texas Local Government Code Section 262.0271 states the County may give preference to bidders that provide reasonable health insurance coverage to its employees, over a bidder that doesn't provide such insurance. Complete the questionnaire below if applicable. If not, check box #3.

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 subcontractor's employees are currently enrolled in the health insurance benefits program?

3. **No. The bidder is not requesting the Health Insurance Benefits Preference.**

Checking Box #3 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 #13-054, Construction Supervisor/Contractor for the 22 Self-Help Homes Project in the County of El Paso

Dear Vendor:

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. Attached is a copy of the Questionnaire.

In filling 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 Carlos Leon
Commissioner Sergio Lewis
Commissioner Vicente Perez
Commissioner – Patrick Abeln

County Employees: Kennie Downing, Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Peter Gutierrez, Buyer II
Elvia Contreras, Formal Bid Buyer
Araceli Hernandez, Inventory Bid Technician
Lucy Balderama, Inventory Bid Technician
Edward Dion, County Auditor
Wallace Hardgrove, Budget & Financial Manager
Lee Shapleigh, Assistant County Attorney
Josie Brostrom, Assistant County Attorney
Michael Martinez, Contract Admin. Manager
Claudia Duran, Assist. Contract Manager
Rosemary V. Neill, Director of Family and Community Services
Irene Valenzuela, Program Coordinator
Jose Macias, Building Construction Coordinator

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 # 13-054

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, TEXAS
Check List**

**Construction Supervisor/Contractor for the
22 Self-Help Homes Project in the County of El Paso
RFP #13-054**

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Monday, September 16, 2013. Did you visit our website (www.epcounty.com) for any addendums?

_____ Did you sign the Proposal Signature Page?

_____ 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?

_____ If seeking preference, did you sign the “Health Insurance Benefits Questionnaire”?

_____ 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) CD copies in Word/PDF Format of your response?