



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

Notice to Interested Parties

Sealed bids will be received at the County Purchasing Department, 800 E. Overland, Suite 300, El Paso, Texas 79901 before 2:00 p.m., Thursday, April 14, 2016 to be opened at the County Purchasing Office the same date for Purchase One (1) Truck Tractor, One (1) Street Sweeper, One (1) 15K Forklift, One (1) Pick-Up Truck 2 Ton Full Size, Super Cab, 4x4 w/Truck Mounted Work Platform (Cherry Picker/Bucket Truck), One (1) Utility Tractor and One (1) Deck Over Tilt Trailer for the County of El Paso.

Bids must be in a sealed envelope and marked:

“Bid to be opened Thursday, April 14, 2016

**Purchase One (1) Truck Tractor, One (1) Street Sweeper, One (1) 15K Forklift,
One (1) Pick-Up Truck 2 Ton Full Size, Super Cab, 4x4 w/Truck Mounted
Work Platform (Cherry Picker/Bucket Truck), One (1) Utility Tractor
and One (1) Deck Over Tilt Trailer for the County of El Paso
Bid #16-026”**

Do not contact the requesting department. Any questions or additional information required by interested vendors must be emailed to: bidquestions@epcounty.com before 03/30/2016, at 12:00 p.m. Bid number and title must be on the “Subject Line” of the email. Attempts to circumvent this requirement may result in rejection of the bid as non-compliant.

Any changes in the specifications will be posted on the County website as an addendum. It shall be the bidder’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.

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

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

KENNIE DOWNING
Purchasing Agent

El Paso County Code of Ethics Training Affidavit

(This form must be signed by an officer, principal, or individual authorized to bind the company under a contract with the County.)

IN COMPLIANCE WITH CHAPTER 161 OF THE TEXAS LOCAL GOVERNMENT CODE, ANY VENDOR INVOLVED IN A SINGLE PROCUREMENT EXCEEDING \$50,000 MUST COMPLETE THE ENCLOSED ETHICS TRAINING BEFORE SUBMITTING A BID OR BID WITH THE COUNTY OF EL PASO.

Purpose: The stability of democracy depends upon the continuing consent of the governed, which in turn depends upon the trust the electorate holds for its government. The Ethics Commission of the County of El Paso, Texas, in concert with elected county officials, as well as leaders of the various county departments, recognizes the need to maintain the public trust and confidence in the workings of county government and thus adopts this Code of Ethics.

What is a vendor:

Any person or their representative or employee whose goods and services are purchased under the terms of a purchase order or contractual agreement with the county; and any other persons doing business with the County.

Procurement: In advising upon, discussing, recommending, and/or granting any County purchases, bids or contracts, County public servants shall inform themselves about their financial interests, and shall make a reasonable effort to inform themselves about the financial interest of their family members.

County public servants shall excuse themselves from exercising influence, participating in, discussing, recommending, and/or granting of any County purchases, bids, or contracts if they or a family member have a substantial financial interest.

Private Communication: No member of the El Paso County Commissioners Court, County Elected Officials/Department Heads or the El Paso County Hospital District Board of Managers shall permit any vendor, its lobbyists, representative, or employee to communicate with him privately regarding any procurement of items by the County or the Hospital District from the date that the bid, RFP, or RFQ is authorized or released, whichever is first. No private communication regarding the purchase shall be permitted by a member of the Commissioners Court, a county elected official/department head, or

El Paso County Code of Ethics Training Affidavit (continued)

the hospital district board of managers until the procurement process is complete and a purchase order is granted or a contract is entered into.

Members of the Commissioners Court, county elected officials/department heads and the board of managers shall make a reasonable effort to inform themselves regarding procurements and shall have a duty to inquire of vendors, their lobbyists, representatives, or employees, the nature of the private communication being sought prior to engaging in any communication.

This prohibition against private communication with vendors, their lobbyists, representatives, or employees shall apply to commissioners court approval of hospital district purchases.

I _____ am an officer, principal, or individual
(Full Name)
authorized to bind the company, known as

(Company name)

By reading and signing this document, I confirm that I have been trained in the County of El Paso's Code of Ethics regarding Vendors. I understand that any contact by myself or any representative of the company with a County of El Paso official or county employee, other than those shown on the RFP or bid documents shall cause the bid or bid to be immediately disqualified from consideration of award.

Name _____

Title _____

Company Name _____

Address _____

Signature _____

Date _____



**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 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 us at (915)546-2048.

EL PASO COUNTY SIGNATURE PAGE

Bid # 16-026
Purchase One (1) Truck Tractor, One (1) Street Sweeper, One (1) 15K Forklift,
One (1) Pick-Up Truck 2 Ton Full Size, Super Cab, 4x4 w/Truck Mounted
Work Platform (Cherry Picker/Bucket Truck), One (1) Utility
Tractor and One (1) Deck Over Tilt Trailer
for 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 four (4) electronic versions of the complete bid (CD/DVD/Flashdrive) in Word/PDF Format. Electronic copies must reflect the original hard copy.**

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

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

Company

Mailing Address

Federal Tax Identification No.

City, State, Zip Code

DUNS Number (Applicable to Grant Funded Project)

Representative Name & Title

Telephone Number include area code

Signature

Fax Number include area code

Date

Email Address

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

**Purchase One (1) Truck Tractor,
One (1) Street Sweeper, One (1) 5K
Forklift , One (1) Pick-Up Truck 2
Ton Full Size, Super Cab, 4x4
w/Truck Mounted Work Platform
(Cherry Picker/Bucket Truck), One
(1) Utility Tractor and One (1) Deck
Over Tilt Trailer for the
County of El Paso**

Bid # 16-026



**Opening Date
Thursday, April 14, 2016**

The County seeks to purchase the mentioned vehicles per the enclosed specifications. Bidders shall provide a bid on a vehicle that meets or exceeds the basic specification listed. When a specific make/model is listed, the term "or approved equal" applies; the County is open to all makes/models that meet the listed specifications.

Award shall be made to the lowest responsible bidder who meets or exceeds the bid specifications for each vehicle. Award shall be based on the total base bid for each item plus optional items if any.

The vehicle and all associated equipment furnished under this bid shall be new, unused, and the manufacturer's current production model.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:

Prospective bidder must have been in the business of selling commercial fleet trucks for more than two years. Bidder must be an authorized dealership and maintenance service provider for the proposed vehicle offered. Bidder must be listed on the manufacturer's website as a dealer.

EXHAUST EMISSION STANDARDS: Vehicles furnished to this specification shall be certified by the EPA as Low Emission Vehicles (LEV).

FEDERAL MOTOR VEHICLES SAFETY STANDARDS: Vehicles shall meet or exceed all applicable requirements of the FMVSS, where applicable.

SAFETY: All equipment, accessories and optional items must fully conform to all applicable federal and state requirements and/or regulations. All other items not so specified but deemed necessary by the manufacturer for the safe and efficient operation of the vehicles must also be provided.

DECALS: NO DEALER ADVERTISEMENT OR DECALS SHALL BE AFFIXED TO ANY UNITS OR EQUIPMENT.

MANUALS: Contractor shall provide two (2) complete sets of owner-operators manual, including all standard manufacturer/vendor literature normally furnished with the purchase of a new vehicle. The vendor will provide two (2) sets of service and repair manuals for the Fleet Services Department.

Please indicate if these manuals are available in CD or other electronic format.

LITERATURE: Printed literature (containing sufficient information to determine product compliance with specifications) shall be furnished with the bid. All literature submitted must be the most current for the proposed unit(s).

Exceptions will only be allowed if they are equal to or superior to that specified and provided they are listed and fully explained on a separate page. Manufacturer's brochures by themselves will not suffice. If a clause is met exactly, so state. If no exceptions or deviations are identified in this manner, the items shall be furnished exactly as described herein. Failure to furnish required documentation with the bid may result in the bid being deemed incomplete and non-responsive, resulting in rejection. The burden of proof shall rest with the Bidder, to prove that the proposed item(s) are equivalent to the performance, materials, processes, or articles specified. All exceptions shall be made in sufficient detail to permit the County to study and evaluate the exception(s).

The County shall be the sole judge whether item(s) bid are equivalent to those specified.

TAXES: The County is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING.

PRE-DELIVERY SERVICE: Vehicles shall be completely serviced, adjusted and made ready for installation of optional equipment. Unit shall have:

- (1) All fluid levels checked and maintained with the proper grade and type of fluids;
- (2) Pre-delivery inspection and service on chassis;
- (3) The interior and exterior of units shall have been cleaned and washed.

DELIVERY: The bidder shall deliver vehicle during normal working hours (8:00am – 5:00pm Mountain Time) at the designated County facility. The place of delivery shall be set forth in the purchase order. Vehicle shall have less than 100 miles when delivered.

Upon delivery each unit shall be accompanied by the Manufacturer's Certificate of Origin, Sales Invoice, Signed Title Application, Odometer Statement, and operator manuals.

TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the County until the County actually receives and takes possession of the vehicle at the point(s) of delivery.

VENDOR INSPECTION AND INSPECTION STICKER: Vehicle shall be properly inspected to meet DPS requirements. Vehicle shall have the Texas Inspection sticker attached before delivery to the County, where applicable. Any fee charged for these inspections shall be the responsibility of the Contractor and not the County.

ACCEPTABILITY: Vehicle and equipment in this bid shall be subject to inspection by a County officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the Purchasing Agent or designated representative.

STANDARD EQUIPMENT: Any parts, controls, materials or attachments, which are considered standard and/or necessary to form an efficient and complete working unit, as judged by the County, shall be furnished whether specifically mentioned herein or not. The units listed herein shall be furnished with all standard equipment and factory-installed accessories whether or not specifically listed in the specifications, i.e. sun visors, ignition noise suppressor, cigar lighter, dome lights, etc., as listed in the manufacturer's printed literature as standard equipment for the respective unit.

LICENSE PLATE: Vehicle shall be mounted with a front and rear license plate bracket, and adequate space for attaching the rear license plate without modification. Illumination for the license plate shall be provided in accordance with DPS requirements. Any exceptions to any line-items in these specifications should be clearly noted on the Bid Price Sheet.

Optional Items that must be included with vehicle:

Vehicle keyed alike (fleet keyed) meaning one key shall unlock the doors, trunk and start the vehicle. Three (3) keys will be provided.

Purchase of the following heavy equipment for the County of El Paso:

One (1) Truck Tractor

One (1) Street Sweeper

One (1) 15K Forklift

One (1) Pick-Up Truck 2 Ton Full Size, Super Cab, 4X4 With Truck Mounted Work Platform (Cherry Picker/ Bucket Truck)

One (1) Utility tractor and

One (1) Deck Over Tilt Trailer

SECTION I:

ONE (1) 2016/2017 TRUCK TRACTOR –PUBLIC WORKS (ROAD AND BRIDGE)

- APPLICATION: General Freight Regional Haul 6x2/6x4 (Day Cab).
- MISSION: Requested Gross Combination Weight Rating (GCWR): 80000 pounds
Gross Vehicle Weight Rating (GVWR) 52350 pounds minimum
- Start / Grade Ability: 20.09% / 1.51% @ 55 MPH minimum
- Geared Speed: 89.5 MPH minimum
- DIMENSION: Wheelbase: 195.00 inches, CA: 123.35 inches, Axle to Frame: 53.00 inches minimum
- ENGINE, DIESEL: EPA 2010 450 HP @ 1800 RPM, 1450/1650 lb-ft Torque @ 1000 RPM, 1800 RPM Governed Speed, 461 Peak HP (Max)
- TRANSMISSION, MANUAL: 13-Speed Manual minimum; With Double Overdrive, With Air Shift and Internal Lube Oil Pump
- CLUTCH: Self-Adjusting
- AXLE, FRONT NON-DRIVING: I-Beam Type, 14,000-lb Capacity minimum
- AXLE, REAR, TANDEM: Single Reduction, 40,000-lb minimum Capacity
- CAB: Conventional
- TIRE, FRONT: (2) 11R22.5, load range G, 14 ply
- TIRE, REAR: (8) 11R22.5, load range G, 14 ply
- SUSPENSION, REAR, AIR, TANDEM: Ride Optimized Suspension (IROS) Heavy Duty; 52" Axle Spacing; 40,000-lb Capacity, 9.25" Ride Height, Includes Heavy Duty Spring Hangers, Cross members and Fasteners, With Shock Absorbers
- PAINT: Factory White

Required options to be included in the Truck Tractor:

- TOW HOOK, FRONT (2) Frame Mounted
- FRAME RAILS WITH TAPERED REAR
- FRAME RAILS Heat Treated Alloy Steel
- BUMPER, FRONT 1 Piece, Stainless Clad Aluminum, with Black Plastic Filler Panels, Less Valance Panel for Increased Ground Clearance
- WHEELBASE RANGE 187" (475cm) Through and Including 219" (555cm)
- AXLE, FRONT NON-DRIVING I-Beam Type, 14,000-lb Capacity minimum
- SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 14,000-lb Capacity; With Shock Absorbers
- BRAKE SYSTEM, AIR Dual System for Tractor Applications:

INCLUDES:

- BRAKE LINES Color and Size Coded Nylon
- BRAKE PRESSURE INDICATOR Low Air Pressure Warning Light and Audible Alarm
- DRAIN VALVE Manually Operated (On Wet Tank Only)
- GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges Located in Instrument Cluster
- GLAD HANDS (2) One for Service and One for Emergency; Trailer Hoses from cab
- HAND CONTROL VALVE, AIR Mounted on Steering Column
- HOSE TENDER Back of Cab Mounted
- PARKING BRAKE CONTROL Yellow and Red Knobs, Located on Instrument Panel
- PARKING BRAKE VALVE Combination Valve for Tractor and Trailer
- QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for Forward Rear Axle
- SLACK ADJUSTERS, FRONT Automatic
- SLACK ADJUSTERS, REAR Automatic
- SWITCH, AUXILIARY Interrupter for Cab and Trailer Clearance/Marker Lights (Blinks Lights with Headlight Switch in "ON" Position); Steering Wheel Mounted
- SWITCH, AUXILIARY Interrupter for Cab and Trailer Clearance/Marker Lights (Blinks Lights with Headlight Switch in "ON" Position); Steering Wheel Mounted
- AIR BRAKE (ABS Antilock Brake System) Full Vehicle Wheel Control System (6-Channel; 6 Sensor/6 Module) With Automatic Traction Control
- AIR COMPRESSOR 18.7 CFM Capacity minimum
- STEERING COLUMN Tilting and Telescoping
- POWER STEERING OIL COOLER Remote Mounted
- EXHAUST SYSTEM Switchback Horizontal After treatment Device, Frame Mounted Right Side Under Cab; Includes Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
- ELECTRICAL SYSTEM 12-Volt, Standard Equipment

INCLUDES:

- CIGAR LIGHTER includes Ash Cup, Center Console Mounted
- DATA LINK CONNECTOR for Vehicle Programming and Diagnostics in Cab
- FUSES, ELECTRICAL SAE Blade-Type
- HAZARD SWITCH Push On/Push Off, located on Top of Steering Column
- HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
- HORN, ELECTRIC Single
- PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
- STARTER SWITCH Electric, Key Operated
- TURN SIGNAL SWITCH Manual Cancelling with Lane Change Feature
- TURN SIGNALS, FRONT includes Reflectors and Auxiliary Side Turn

- signals, Flashers; Flush Mounted
 - WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature
 - WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
 - WIRING, CHASSIS Color Coded and Continuously Numbered
- ALTERNATOR Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount
 - BATTERY SYSTEM Maintenance-Free, (3) 12-Volt 1950CCA Total
 - RADIO AM/FM/WB/Clock/Bluetooth
 - BACK-UP ALARM Electric, 102 Db
 - TRAILER LIGHTING Coiled, 15.0' Length
 - STOP, TURN, TAIL & B/U LIGHTS LED Multi-Function Lamp with LED Bulbs for Stop, Turn, Tail, Backup and License Plate Lights
 - JUMP START STUD Remote Mounted
 - HORN, AIR Black, Single Trumpet, Air Solenoid Operated
 - LIGHT, WORK (1) Pedestal Mounted BOC With Switch on Instrument Panel
 - HEADLIGHTS Halogen, with Park Lights and Daytime Running Lights
 - RUNNING LIGHT (2) Daytime
 - HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield is on
 - HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position
 - FIFTH WHEEL, AIR SLIDE 24" Slide, Cast Top Plate, 8.25" Above Top of Frame; Left Side Release
 - MUD FLAP HOLDER Spring Loaded, Painted Black; With Red and White Reflective Tape; Less Flaps
 - FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar year 2016
 - QUARTER FENDERS for Rear Wheels
 - CLUTCH Self-Adjusting
 - AIR CLEANER Single Element
 - AIR CLEANER with Vacuator
 - OIL COOLER, MANUAL TRANSMISSION Air to Oil Type
 - SUSPENSION AIR CONTROL VALVE Pressure Release Control In Cab
 - FUEL TANK Top Draw; Total Capacity 200 U.S. Gallons minimum
 - FUEL/WATER SEPARATOR
 - CAB Conventional:
 - CLEARANCE/MARKER LIGHTS Flush Mounted
 - COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window
 - DOME LIGHT, CAB Rectangular, Door and Instrument Panel Mounted Switch
 - GLASS, ALL WINDOWS Tinted
 - GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side
 - GRAB HANDLE, CAB INTERIOR (4) "B" Pillar and Door Mounted, Two Each Side
 - READING LIGHT, CAB Located in Overhead Console
 - STEP (4) Two Steps Per Door
 - CAB SIDE EXTENDERS (FAIRINGS) With Integral Grab Handle Left Side
 - GAUGE CLUSTER:

- Speedometer and Tachometer for Air Brake Chassis
- Voltmeter
- Engine Coolant Temp & Oil Pressure
- Primary & Secondary Air Pressure
- Fuel with Warning Indicator
- Odometer
- Trip
- Engine Hour
- GAUGE, TEMPERATURE, AMBIENT Sensor
- GAUGE, OIL TEMP, MANUAL TRAN for Manual Transmission
- GAUGE, AIR APPLICATION
- GAUGE, LOAD INDICATING REAR Text Message in Cluster Display, for Use With Rear Air Suspension
- GAUGE, DEF FLUID LEVEL
- SEAT, DRIVER Air Suspension, High Back, With two (2) Arm Rests, Isolator, Recliner and adjustable
- SEAT, PASSENGER Air Suspension, High Back, With two (2) Arm Rests, Isolator, Recliner and adjustable
- MIRROR, CONVEX, HOOD MOUNTED Right and Left Side
- MIRRORS (2) Aero; Rectangular, Power Both Sides
- CAB INTERIOR TRIM Premium; for Day Cab:
 - CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets
 - DOOR TRIM, EXTERIOR Black Handle
 - DOOR TRIM, INTERIOR Black Handle
 - FLOOR COVERING Rubber, Black
 - HEADLINER standard
 - STORAGE POCKET, DOOR (2) Full Length, Driver and Passenger Door
 - SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console
- AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster
- WINDOWS Manual
- WHEELS, FRONT DISC; 22.5" Non-Polished Aluminum, 10-Stud
- WHEELS, REAR {DUAL DISC; 22.5" Painted Steel, 2-Hand Hole, 10- Stud

SECTION II:

One (1) 2016/2017 STREET SWEEPER – PUBLIC WORKS (ROAD AND BRIDGE)

GENERAL

The road sweeper shall be self-propelled and delivered completely assembled, serviced and ready to operate.

All equipment catalogued as standard shall be furnished and included in purchased price of the unit.

Only new models in current production which are catalogued by the manufacturer shall be considered.

One parts manual, one shop repair manual and one operator's manual shall be supplied.

ENGINE

Minimum 276 cubic inch diesel, 80 HP at 2500 RPM and water cooled, Tier 3, equipped with heavy-duty dry-type air cleaner with pre-cleaner, 12 volt electrical system, variable speed governor, and engine compartment covered with hinged metal lockable covers. Fuel supply shall be a minimum of 20 gallons. It shall be equipped with a heavy-duty radiator, heavy-duty dry-type air cleaner, variable speed governor, and ignition key start.

TRANSMISSION

Hydraulic system shall include two separate circuits: one for unit propulsion and one for brush control and power steering systems. The Propulsion circuit (Hydrostatic transmission) shall consist of direct-driven hydrostatic pump capable of operating pressures up to 5,000 PSI, a 25 gallon capacity reservoir with sight gauge, 7-micron filter (or std. mfg. filter) with replaceable element, and a two speed hydrostatic motor driving a differential type axle through a gear box reducer. The Hydrostatic transmission shall be hand-controlled for both forward and reverse directions with infinitely variable speeds of 0-12 MPH low range and 0-22 MPH high range, and shall be capable of dynamic braking action.

FRAME

Frame members shall be roll-formed, sawn and welded and constructed of 6" X 8" rectangular structural A500 GRB tubing with minimum 1/4" wall thickness or std. mfg. framing.

STEERING

Orbital Hydraulic type power steering

TIRES

Radial P235/758R15 front and rear with spare tire and rim.

BRAKES

4-wheel drum-type, with automotive type master cylinder, in addition to the dynamic braking action provided by the hydrostatic transmission. A mechanical, hand operated, parking brake shall be furnished.

BRUSH CORE

Steel constructed for use with 32" diameter, water-type brush segments. 10" diameter by 8' length, filled with combination steel wire and polypropylene wafers. Brush to be powered by hydraulic motor, independent of travel speed, with standard sprocket and chain drive.

SWEEPING ANGLE

Capable of sweeping angle of 45 degrees left to 45 degrees right. Circle swing frame mounted on 10 heavy-duty sealed, tapered bearing with debris guards.

BRUSH MOUNTING

To be mounted in such a manner that it is "pulled", permitting the brush to float through a range of 15" and able to be locked in any desired location as per mfg. design.

CAB

ROPS Cab with heavy-duty tinted safety glass, removable windows and door, door lock, fresh-air pressurizer, windshield wiper. West coast type mirrors, cab heater and air conditioning system. Brush watering attachment with a minimum 150 gal. capacity tank, 8' brush spray bar and electric pump. Amber strobe light. Full instrument package to include but not limited to: tachometer, oil pressure, water temperature, fuel gauge, hydraulic oil temperature, ammeter, hour meter, warning system for low oil pressure and high water temperature. Adjustable ride suspension seat. Light package to include two headlamps, stop, tail and turn signals, with controller and 4-way flasher system.

BRUSH HYDRAULIC SYSTEM

Brush hydraulic system shall have a separate hydraulic pump and motor, independent of the propulsion circuit and shall be capable of operating pressures up to 1,800 PSI (min). It shall also include a heat exchange-type oil cooler, and a filter with 7-micron replaceable element. The Brush is to be driven by the Hydraulic Motor, which shall be directly connected, to the core of the 8' brush.

PAINT

Manufacturer's standard

AXLES

Front axle shall be truck type (oscillating).

Rear axle shall be heavy-duty semi-float differential with spring suspension system.

WARRANTY

One (1) year warranty on defective materials and workmanship minimum.

SECTION III:

One (1) 2016/2017 15K FORKLIFT – FLEET MANAGEMENT (FABENS MOTOR POOL)

Highlights

- Nominal 15,500 lb. capacity at 24" load center
- Equipment includes: Integrated Dashboard Display, Operator Restraint System, Infinitely Adjustable Steering Column, Low Fuel Indicator, Integral Tie Downs, Floor mat and Operator Presence System (OPS).
- POWERTRAIN: 3.8L Turbo Diesel EPA Certified Tier 4 Final Engine minimum
- Automatic Transmission features Controlled Power Reversal, Auto Deceleration System and Controlled Ramp Roll-Back 3-speed forward/2-speed reverse provides exceptional drawbar pull and tractive performance.
- Drive Axle features planetary gear reduction to reduce stress on drive train components, providing exceptional durability. Features an oil-cooled wet disc brake design that dramatically extends brake life. Cooler operating temperatures can result in enhanced tire life.
- MAST: 2 Stage Limited Free Lift 173" Max Fork Ht / 128" Lowered / 6 Free Lift / 227" Ext Ht. (4400mm / 3240mm / 160mm / 5754mm) minimum
- CARRIAGE: 78" (1981mm) Class IV Hook Carriage minimum
- FORKS: 48" Long Class IV Hook Type (2.5" x 6") Standard Taper, 1219mm Long, (60mm x 150mm) minimum
- LOAD BACKREST EXTENSION: 48" High minimum
- MAST TILT: 5 Degrees Forward / 10 Degrees Back minimum
- HYDRAULIC VALVE: 3 Function (1 Aux.)
- HYDRAULIC CONTROLS: Cowl Mounted Levers - For Non-Clamping Attachments.
- FUEL Type Diesel
- EXHAUST: Overhead
- DRIVE TIRES: Pneumatic 8.25 x 15 14PR minimum
- OVERHEAD GUARD: Tall - 100" High (2531mm)
- STEERING WHEEL: Steering Wheel with Wheel Spinner Knob.
- ENGINE START: Keys witch Start.
- DIRECTIONAL CONTROL: MONOTROL Pedal
- SEAT: Swivel Full-Suspension Vinyl Seat, allows 12 degrees of swivel to the right for added operator comfort when traveling in reverse. Also includes weight, lumbar and back tilt adjustment with over 3" (80mm) of suspension travel to provide maximum comfort for the operator while driving; 6" (150mm) of fore-aft seat travel to accommodate varied operators, Operator Restraint with No-Cinch seatbelt.
- SEAT ACCESSORY: High-Visibility (Red) Seat Belt with No-Cinch ELR (Emergency Locking Retractor) Mechanism with Interlock.
- INCHING CONTROL: Single Inch/Brake Pedal.
- AIR INTAKE: High Air Intake without Pre-Cleaner
- VISIBLE ALARM: Amber Strobe Light, keys witch activated, Mounted Above Over Head Guard (OHG)
- LIGHTS: Dual Front LED Headlights/Single Rear LED Work Light
- LITERATURE: Americas English Decals, Markings and Operator Manual.

- MONITORING:
- LITERATURE: Parts Manual - Printed, Serial Number Specific.
- ACCESSORIES: Mirrors - Dual Side view (LH & RH OHG/Cab mounted) Overhead Guard Mounted).
- ACCESSORIES: Fire Extinguisher - 2.5lb Dry Chemical.

SECTION IV:

One (1) 2016/2017 PICK UP TRUCK 2 TON, FULL SIZE, SUPER CAB 4X4 WITH TRUCK MOUNTED WORK PLATFORM (CHERRY PICKER/ BUCKET TRUCK) – PUBLIC WORKS (FACILITIES)

In lieu of detailed specifications, any vehicle offered must be equivalent to a 2016 Ford F550 4X4 Super Cab (Suicide doors).

VEHICLE:

- Ten Cylinder (V10), 6.8 Liter Diesel Engine
- 385 Horsepower minimum
- Automatic Transmission, Five (5) speed
- Air Conditioning
- Four (4) wheel drive
- 161.8 inch minimum Wheelbase
- Super Cab
- Exterior Color, all White
- Upholstery Interior Color Gray Cloth
- Black Vinyl Flooring
- 6 Passenger Seating, 40/20/40 Split
- 6 Way Driver and Passenger Power Seat
- Extra Heavy Duty 200 Amp Alternator
- Transfer Case Electronic Shift on the Fly (ESOF)
- Remote Start
- Wheels, Steel, 19.5" painted silver
- Four (4) Wheel Tire Pressure Monitoring System
- Vehicle to meet 19,500 GVWR
- Front and Rear License Plate Brackets/Mounts
- Black Grill
- Undercarriage to Include Skid Plates
- Trailer Tow Package
- 40 gallon Fuel Tank minimum
- Four wheel disc brakes, vented w/ ABS
- Dual-Stage Driver and Front-Passenger, Front-Seat Side Bags, Safety Canopy System
- Power door locks
- Power Window w/One Touch Up/Down Feature
- Keyless Entry w/ Two Keys/Fobs
- Cruise Control
- Rear View Back Up Camera
- Exterior Back Up Alarm
- Exterior Back Up Sensors
- Tilt Steering Column
- Three Power Points
- AM/FM Radio w/CD , with Clock and Bluetooth Compatibility
- Day Time Running Lamps
- Trailer Sway Control Feature Equipped/Stability Control

- Cap less fuel filler neck
- Power Mirrors, Trailer Tow with split spotter mirror
- Tint: All Side and Rear Windows Tinted to provide Window Tint of 35% on the Front Driver and Passenger Windows, and 20% on all Back Windows

Work Platform (Cherry Picker/ Bucket Truck) Specifications

- Boom information (Bucket Truck):
 - Working Height (ft.): 42'
 - Classification: Insulated
- Required Options to be included with the truck:
 - 1,000 lbs. Material Handler
 - 400 lbs. Bucket Capacity
 - 2 Sets of Outriggers
 - Block Heater
 - Emergency Lowering Valve
 - Articulating Telescopic
 - Hydraulic Leveled Bucket
 - Hydraulic Brakes
 - Continuous Rotation
 - Side Entry Tail shelf
 - Fiber Glass Bucket
 - Bucket Rotator
 - Single Handle Upper Control
 - Combination Pintle Hitch With 2" ball
 - Single Man Bucket
 - Tool Circuits at Platform
 - Start/Stop at Upper Controls

SECTION V:

One (1) 2016/2017 UTILITY TRACTOR – PUBLIC WORKS

Any vehicle offered must be equivalent to the specifications listed below:

GENERAL

- Utility Tractor shall have a minimum 85 Horse Power (Hp) (63 kW)
- Unit shall have a minimum wheelbase of 92.5 in.
- Turning Radius with Brakes 11.2 Feet
- 3 Point Hitch, Category 2 minimum

ENGINE

- Engine must comply with U.S. EPA Tier 4 Interim / EU Stage IIIb off road emission requirements
- 4.5 Liter turbo charged
- Under Hood muffler

POWERTRAIN/TRANSMISSION

- Transmission shall be made, serviced and supported by the machine manufacturer.
- Standard Transmission
- Unit shall have 12F/12R Power Reverser minimum
- Wet Clutch
- Creeper 16F/16R Power Reverser

STEERING

- Standard

BRAKES

- Hydraulic Wet Disk

HYDRAULIC SYSTEM

- Open type
- Pump Rated Output OF 24.7 Gallon Per Minute (GPM)
- Maximum Operating Pressure of 2,900 PSI
- Maximum Hydraulic Power of 31.1 HP

FINAL DRIVE

- Heavy-Duty With Inboard Planetary Gears
- Flanged Axle

WHEELS/TIRES

- Front Tires 11.2-24 ; R1
- Rear Tires 16.9-30 ; R1

OPERATORS STATION

- Cab Shall Have 2 Doors
- Enclosed Cab
- Air Condition
- Heater
- Head Lights
- Tail Lights
- Beacon Lights
- Air Ride Seats
- Gearshift Location on Floor
- OSHA approved Roll Over Protection Systems (**ROPS**) & Falling Objects Protection Systems (**FOPS**)
- Power Take Off (PTO) Actuation by Electrohydraulic

SECTION VI:

ONE (1) 2016/2017 DECK OVER TILT TRAILER – PUBLIC WORKS (PARKS NON-CIP)

Any vehicle offered must be equivalent to the specifications listed below:

Standard Features

- Pintle Hitch (Adjustable Height) 3 Inch Standard
- 2" Nominal White Oak Wood Deck
- I-Beam Frame/Tongue (Formed)
- 3" Ibeam Crossmember
- 36" Deck Height (Empty)
- 102" Deck Width
- 4' Stationary Deck
- Tilt Deck Cushion Cylinder
- **Electric Brakes**
- Slipper Spring Suspension
- Auto Kick-Out Ramp/Under-Ride Protection
- Single-Lever Twin-Latch Locking System
- LED Lights and Sealed Wiring
- Tow Capacity 24,000 Pounds Minimum
- Gross Axle Weight Rating (GAWR) 24,000 Pounds
- Safety Chain Included
- Jack Included
- Tie Downs Included 8 Each Minimum

Optional Features to be included with the unit:

- Spare Tire and Wheel Mount
- Color options: Equipment Charcoal

BID PRICE SHEET

Bid # 16-026

Purchase of One (1) Truck Tractor, One (1) Street Sweeper, One (1) 15K Forklift, and One (1) Pick-Up Truck 2 Ton Full Size, Super Cab, 4X4 With Truck Mounted Work Platform (Cherry Picker/ Bucket Truck), One (1) Utility Tractor and One (1) Deck Over Tilt Trailer for County of El Paso.

Page (1 of 3)

Name of Bidder _____

Bid price shall include cost of vehicle, delivery, fees, and any other costs associated with the purchase and delivery of the vehicle to the County of El Paso. (No sales or excise taxes will apply.) Bidder must check the Yes or No line below.

I –TRUCK TRACTOR PUBLIC WORKS (ROAD AND BRIDGE)

Description	Qty.	Unit Cost	Extended Cost	Delivery (in days)	Warranty
Truck Tractor	1				

Vehicle Offered:

Year _____ Make: _____ Model: _____

____ Yes, the price above is for the vehicle as specified.

____ No, I have one or more exceptions to the specifications for this vehicle. List the exception in the space below.

List any Exceptions to the bid specifications:

II – STREET SWEEPER PUBLIC WORKS (ROAD AND BRIDGE)

Description	Qty.	Unit Cost	Extended Cost	Delivery (in days)	Warranty
Street Sweeper	1				

Vehicle Offered:

Year _____ Make: _____ Model: _____

____ Yes, the price above is for the vehicle as specified.

____ No, I have one or more exceptions to the specifications for this vehicle. List the exception in the space below.

List any Exceptions to the bid specifications:

Name of Bidder _____

III – 15k FORKLIFT FLEET MANAGEMENT (FABENS MOTOR POOL)

Description	Qty.	Unit Cost	Extended Cost	Delivery (in days)	Warranty
15k Forklift	1				

Vehicle Offered:

Year _____ Make: _____ Model: _____

____ Yes, the price above is for the vehicle as specified.

____ No, I have one or more exceptions to the specifications for this vehicle. List the exception in the space below.

List any Exceptions to the bid specifications:

IV – PICKUP TRUCK CHERRY PICKER PUBLIC WORKS (FACILITIES)

Description	Qty.	Unit Cost	Extended Cost	Delivery (in days)	Warranty
Pick Up Truck w/ Truck Mounted Work Platform (Cherry Picker/ Bucket Truck)	1				

Vehicle Offered:

Year _____ Make: _____ Model: _____

____ Yes, the price above is for the vehicle as specified.

____ No, I have one or more exceptions to the specifications for this vehicle. List the exception in the space below.

List any Exceptions to the bid specifications:

Name of Bidder _____

V – UTILITY TRACTOR PUBLIC WORKS (ROAD AND BRIDGE)

Description	Qty.	Unit Cost	Extended Cost	Delivery (in days)	Warranty
Utility Tractor	1				

Vehicle Offered:

Year _____ Make: _____ Model: _____

_____ Yes, the price above is for the vehicle as specified.

_____ No, I have one or more exceptions to the specifications for this vehicle. List the exception in the space below.

List any Exceptions to the bid specifications:

VI – DECK OVER TILT TRAILER PUBLIC WORKS (PARKS NON- CIP)

Description	Qty.	Unit Cost	Extended Cost	Delivery (in days)	Warranty
Deck Over Tilt Trailer	1				

Vehicle Offered:

Year _____ Make: _____ Model: _____

_____ Yes, the price above is for the vehicle as specified.

_____ No, I have one or more exceptions to the specifications for this vehicle. List the exception in the space below.

List any Exceptions to the bid specifications:

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and all products, and services at the prices offered, and upon the conditions in the specifications of the Invitation for Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Signed _____ Printed Name _____

Title _____ Date _____

General Provisions County of El Paso, Texas

These General Provisions are considered standard language for all County of El Paso BIDS and Request for Proposal documents. If any “specific bid requirements” differ from the General Provisions listed here, the “specific bid requirements” shall prevail.

1. BID/PROPOSAL PACKAGE

- a. The request for bid/proposal, general and special provisions, drawings, specifications/line item details, contract documents and the bid/proposal sheet are all considered part of the bid/proposal package. Bids/Proposals must be submitted on the forms provided by the County, including the bid/proposal sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the bid/proposal sheet/contract page (s) may disqualify the bid/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 bid/proposal and to sign the bid/proposal sheet/contract under the terms and conditions in this bid/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 bid/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 bidder/proposer is required to thoroughly review this entire bid/proposal packet to familiarize themselves with the bid/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. **Bid/Proposal must be in the Purchasing Department BEFORE the hour and date specified. Faxed or e-mailed bids/proposals will not be accepted. Late bids/proposals will not be considered under any circumstances.**
- c. Any bid/proposal sent via express mail or overnight delivery must have the BID/RFP number and title clearly marked on the outside of the envelope or package. Failure to clearly identify your bid/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 bid/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 bids/proposals. The signature acknowledges that the proposer has read the bid/proposal documents thoroughly before submitting a bid/proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications.

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

3. BIDDERS'S/PROPOSER'S RESPONSIBILITY

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

- Have been in business of providing services for a minimum of one (1) 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 Bid/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 BIDS/PROPOSALS

The County, acting through its Commissioners' Court reserves the right to: (1) reject any and all bids/proposals and waive any informality in the bids/proposals received; (2) disregard the bid/proposal of any proposer determined to be not responsible. The County further reserves the right to reject any bid/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 bid/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 bid/proposal procedures must be received in the Purchasing Department no less than seventy-two hours prior to the time set for bid/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 BID/PROPOSAL

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

The Bidder/Proposer must specify in its bid/proposal any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the bid/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

Bid/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). Bid/Proposal will be either lump sum or unit prices as shown on the bid/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. BID/RFP subject to unlimited price increases will not be accepted. The County is tax exempt and no taxes should be included in your bid/proposal.

Unless prices and all information requested are complete, bid/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 BIDS/PROPOSALS

A bidder/proposer may modify a bid/proposal by letter at any time prior to the submission deadline for receipt of bids/proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by bidder/proposer guaranteeing authenticity. Bids/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 BIDS/PROPOSALS

Each bid/proposal shall give the complete mailing address of the Bidder/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 bid/proposal shall include the Bidder's/Proposer's Federal Employer Identification Number (FEIN), failure to sign the Contract page(s) and bid/proposal response sheet will disqualify the bid/proposal from being considered by the County. The person signing on behalf of the

Bidder/Proposer expressly affirms that the person is duly authorized to render the bid/proposal and to sign the bid/proposal sheets and contract under the terms and conditions of this BID/RFP and to bind the Bidder/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.

Bid/Proposals will be made to the responsible proposer whose bid/proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Bid/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 bids/proposals in whole or in part received by reason of this BID/RFP and may discontinue its efforts under this BID/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 bid/proposal, waive minor technicalities, or to award by item or by total bid/proposal. Price should be itemized.

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

Each Bidder/Proposer, by submitting a bid/proposal, agrees that if its bid/proposal is accepted by the Commissioners' Court, such Bidder/Proposer will furnish all items and services upon the terms and conditions in this BID/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 Bids/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. Bidder/Proposer agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its bid/proposal. County agrees to provide notice to Bidder/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, bid/proposal package, any addenda issued, and any change orders issued during the work.

The criteria utilized for determining responsibility of bidder/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 bidder/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 Bids/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 bid/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 bid/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 Bid/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 bid/proposal to this request, or to procure or contract for services or supplies.

18. BEST AND FINAL OFFERS

In acceptance 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 BID/PROPOSAL RESPONSE

If only one (1) bid/proposal is received in response to the Request for Bids/Proposals, a detailed cost bid/proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost bid/proposal in order to determine if the price is fair and reasonable.

20. REJECTION/DISQUALIFICATION OF BIDS/PROPOSALS

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

- A. Failure to use the bid/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 bid/proposal form.
- C. Failure to properly complete the bid/proposal.
- D. Bids/proposals that do not meet the mandatory requirements.
- E. Evidence of collusion among bidders/proposers.

21. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this bid/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 Bidder's/Proposer's responsibility to check the website prior to the bid/proposal opening date to verify whether any addendums have been posted.

22. BID/PROPOSAL IDEAS AND CONCEPTS

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

23. BID/PROPOSAL DISCLOSURES

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

The Proposal for Services: Only the names of those who submitted proposals will 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 BID/PROPOSAL

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

INSURANCE REQUIREMENTS FOR CONSTRUCTION AND OTHER SERVICES PROVIDED TO THE COUNTY OF EL PASO

GENERAL LIABILITY:

\$1,000,000 – Each Occurrence
\$1,000,000 – General Aggregate
\$1,000,000 – Personal & Advertising Injury
\$1,000,000 – Products/Completed Operations – Aggregate
 \$5,000 – Premises Medical Expense
 \$500,000 – Fire Legal Damage Liability
County named as "Additional Insured"
Waiver of Subrogation

AUTOMOBILE:

\$1,000,000 – Each Occurrence
County named as “Additional Insured”
Waiver of Subrogation

WORKERS COMPENSATION:

\$1,000,000 – Employers Liability – Each Accident
\$1,000,000 – Employers Liability – Each Employee
\$1,000,000 – Employers Liability – Disease – Policy Limit
Statutory Limits
Waiver of Subrogation

CONSTRUCTION PROJECTS additional requirements:

Builders Risk Policy for total amount of completed project
Bid Bond
Performance & Payment Bond

PROFESSIONAL SERVICES additional requirements:

Limit of \$1,000,000 for E&O/Professional Insurance.

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 Bidder/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 Bidder/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 Bidder/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. Bidder/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 Bidder/Proposer.

In no event shall the County be liable for any damage to or destruction of any property belonging to the Bidder/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. MANDATORY DISCLOSURES:

Texas law requires the following disclosures by vendors:

Conflict of Interest Disclosure Reporting (required of all vendors responding to the Bid/RFP/RFQ)

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity make certain disclosures. In 2015, the Texas Legislature updated the law and the Texas Ethics Commission made corresponding changes to the Conflict of Interest Questionnaire (CIQ Form), in which the vendor must disclose any covered affiliation or business relationship with County personnel that might cause a conflict of interest with a local government entity. A list of County elected officials and employees that will award the bid/proposal and/or make recommendations for award are included in this bid/proposal. By law, a completed questionnaire must be filed with the County of El Paso County, Texas. If no conflict of interest exists, write "N/A" or "None" in Box 3 of the CIQ Form. For vendor's convenience, a blank CIQ Form is enclosed with this bid/proposal. Blank CIQ Forms may also be obtained by visiting the Purchasing Department website at: <http://epcounty.com/purchasing/bids/default.htm>

Disclosure of Interested Parties (only required of vendors who are awarded the Bid/RFP/RFQ)

In 2015, the Texas Legislature added Section 2252.908 to Chapter 2252 of the Texas Government Code. Pursuant to Section 2252.908, for contracts entered into January 1, 2016 and after, the awarded vendor must submit to the County a completed "Certificate of Interested Parties" form, which will be included in the Commissioners Court agenda at the time the contract is approved and sent to the Texas Ethics Commission within 30 days thereafter.

Compliance with this new requirement requires logging into the Texas Ethics Commission website, at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm Several instructional videos are available there.

28. NON-COLLUSION AFFIDAVIT

The contractor declares, by signing and submitting a bid/proposal, that the bid/proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid/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 bid/proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid/proposal, or 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 bid/proposal price of the contractor or any other bidder/proposer, or to fix any overhead, profit or cost element of the bid/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 bid/proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her bid/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, bid/proposal depository, or to any member or agent thereof to effectuate a collusive or sham bid/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 Bid/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 Bidder/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 bid/proposal is submitted.

If subsequent to the award of any contact resulting from this BID/RFP the Bidder/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 Bidder's/Proposer's Federal Identification Number (FEIN); and
3. New Bidder's/Proposer's proposed operating plans.

Moreover, Bidder/Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Bidder/Proposer has actual knowledge of the anticipated merger or acquisition. The new Bidder's/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. Bidder/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 Bidder/Proposer attributed to these delays, should any occur. In addition, Bidder/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 BID/RFP are believed to be reasonably accurate.

33. SUBCONTRACTING/ASSIGNMENT

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

34. INDEPENDENT CONTRACTOR

Bidder/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 Bidder/Proposer or its subcontractors perform in providing the requirements stated in the Request for Bid/Proposal.

35. MONITORING PERFORMANCE

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

El Paso County Code of Ethics Training Requirement for Vendors:

Any vendor involved in a single procurement exceeding \$50,000 must read and sign the El Paso County Code of Ethics Training Affidavit that is included in each bid/proposal packet. By reading and signing the Affidavit form, the bidder has confirmed that they have been trained in the El Paso County Code of Ethics. The training must be completed by an officer, principal, or other person with the authority to bind the company.

Optional On-Line Training: As an alternative to reading and completing the El Paso County Code of Ethics Training Affidavit, in compliance with Section 161 of the Texas Local Government Code, the training on the El Paso County Code of Ethics is accessible in an online format to Vendors and Lobbyists on an ongoing basis, subject only to limitations due to technical resources.

The optional On-Line Training may be accessed and completed at:

http://www.epcounty.com/ethicscom/trainingvendor_files/frame.htm

If completed on-line, the training receipt should be printed out and included with the BID/RFP/RFQ/RFI.

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 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



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

RE: Bid # 16-026, Purchase One (1) Truck Tractor, One (1) Street Sweeper, One (1) 15K Forklift , One (1) Pick-Up Truck 2 Ton Full Size, Super Cab, 4x4 w/Truck Mounted Work Platform (Cherry Picker/Bucket Truck), One (1) Utility Tractor and One (1) Deck Over Tilt Trailer for 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 filing out the Questionnaire, the following are the County Officers that will award the bid and the employees which will make a recommendation to the Commissioners' Court:

County Officers: County Judge Veronica Escobar
Commissioner Carlos Leon
Commissioner David Stout
Commissioner Vincent M. Perez
Commissioner Andrew Haggerty

County Employees: Kennie Downing, Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Pete Gutierrez, Buyer II
Lucy Balderama, Inventory Bid Technician
Blanca Carbajal, Inventory Bid Technician
Elvia Contreras, Formal Bid Buyer
Edward Dion, County Auditor
Wallace Hardgrove, Budget & Financial Manager
Josie Brostrom, Assistant County Attorney
Michael Martinez, Administration
Lorena Rodriguez, Analyst
Hopeton R. Staple, Fleet Manager
Humberto Arenas, Road & Bridge Supervisor
Mark Macias, Fabens Motor Pool Shop Foreman
Manny Lucero, Road & Bridge Construction Project manager

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)**3 Name of local government officer about whom the information is being disclosed.**_____
Name of Officer**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

 Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

 Yes No**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.****6** Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**7**_____
Signature of vendor doing business with the governmental entity_____
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

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

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

**COUNTY OF EL PASO GUIDELINES AND CRITERIA
FOR
CONSIDERATION OF LOCATION
OF BIDDER'S PRINCIPAL PLACE OF BUSINESS
(LOCAL BUSINESS PREFERENCE POLICY)**

I. AUTHORIZATION

Section 271.905 of the Texas Local Government Code authorizes the County of El Paso to give consideration to the location of a bidder's principal place of business in awarding the bid ("Local Business Preference"). In order to do so, the County Commissioners Court must determine, in writing, that the local bidder offers the County the best combination of contract price and additional economic development opportunities for the County created by the contract award, including the employment of residents of the County and increased tax revenues to the County.

II. GENERAL PURPOSE AND INTENT

A. The purpose and intent of these Guidelines and Criteria is to set forth the parameters under which the County of El Paso may consider the location of a bidder's principal place of business in awarding the bid.

B. All applications for consideration will be considered on a case-by-case basis, and the decision to approve or deny consideration shall be at the discretion of the El Paso County Commissioners Court.

C. The County of El Paso reserves the right to reject all bids; award a contract to the lowest bidder; or to award the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

III. FACTORS THAT THE COUNTY MAY CONSIDER IN AWARDING A CONTRACT UNDER THE LOCAL PREFERENCE POLICY

A. The bids must be for any real property or personal property that is not affixed to real property.

B. The location of the bidder's principal place of business must be in the County, as evidenced by submission of the current and valid Franchise Tax Certificate and the Certificate of Account Status on file with the Texas Secretary of State, or other documents if applicable under the Texas Business Organizations Code.

C. The bidder's bid price must be within 3% of the lowest and best qualified bid.

D. The bidder must include in the bid a written application for the Local Business Preference providing objective information satisfactory to the Commissioners Court as to how the award of the bid will lead to additional economic development opportunities for the County created by the contract award, including (1) The employment of County residents, and (2) Increased tax

revenues to the local government. Such information shall be as appropriate to the type of bid, but may include, but is not limited to:

- (i) bid amount as percentage of reported local annual sales/revenue;
- (ii) economic impact- number of employees added within past 12 months
- (iii) new job by salary category
- (iv) local annual property taxes paid

E. The bidder must not be tax-delinquent as to federal, state, or local taxes.

F. The bidder may not subcontract the award, or any part of the award.

G. The bidder must not be indebted to the County. "Debt" includes delinquent taxes, fines, fees, and delinquencies arising from written agreements with the County. (This provision will take effect immediately upon the action by Commissioners Court required under Texas Local Government Code section 262.0276).

H. In determining who is a responsible bidder, the commissioners court may take into consideration the safety record of the bidder, of the firm, corporation, partnership or institution represented by the bidder. (This provision will take effect immediately upon the action by Commissioners Court required under Texas Local Government Code section 262.0275).

I. All bidders, including owners, principals or officers if the bidder is a corporation or other legal entity, seeking Local Business Preference will be required to submit an affidavit of any and all political contributions to members of Commissioners Court for the previous 12 months.

J. A business in which a member of Commissioners Court has a substantial business interest as defined under Texas Local Government Code Chapter 171 is not eligible for consideration under the Local Business Preference Policy.

IV. APPLICATION

A. Case By Case Basis. If the Purchasing Agent and Procurement Review Panel determines that a proposed bid is appropriate for Local Business Preference, it will include in the bid the information required from the bidder. Only bids for real property or personal property that is not affixed to real property are eligible for the Local Business Preference.

B. Written Application: A bidder may request consideration for Local Business Preference by submitting the required information as part of the bid. There is no charge to submit the application.

C. Contents of Application: The application shall consist of a completed application form. The application must include objective, verifiable information from the bidder as to how the local bidder offers the County the best combination of contract price and additional economic development opportunities for the County created by the contract award, including the employment of County residents and increased tax revenues to the County. The application form may require such financial and other information, as the County deems appropriate for evaluating the financial capacity and other relevant factors of the applicant.

V. ADMINISTRATION

A. Annual Assessment: Each September, the Purchasing Agent shall separately account for all bids awarded pursuant to the Local Preference Policy and the County Auditor shall annually determine the total value of contracts awarded pursuant to the Local Preference Policy.

B. Annual Reports: Each September, a company receiving a contract award pursuant to the Local Business Preference shall report to the County its annual revenues, annualized employment levels distributed by wage brackets, the addition or deletion of capital assets in excess of \$1,000,000.00, and any other pertinent information that would affect the ability of the local operation to maintain its status as a going concern.

C. "Buy Local" Provision: Each recipient of Local Business Preference shall additionally agree to give preference and priority to local manufacturers, suppliers, contractors and labor, except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency. The Annual Report by the company shall include a summary of the action taken by the company pursuant to the "Buy Local" Provision.

VI. CONFIDENTIALITY

Information that is provided to the County in connection with an application or request for Local Business Preference under these Guidelines and Criteria shall be kept confidential and not be subjected to public disclosure except as required by law, the Texas Attorney General, or by an order of a court. Written information shall be released pursuant to a request under the Public Information Act, Chapter 552 of the Texas Government Code, as amended, by the officer for public information or his or her designee in accordance with the standards established under that act for confidentiality and closed records.

Adopted this 17th day of December, 2012 by the El Paso County Commissioners Court.

ATTEST

COUNTY OF EL PASO



County Clerk, Delia Briones



County Judge Veronica Escobar

BID/RFP NO. _____

For additional information, see the Local Business Preference Policy (attached).

A. Qualification as a Local Business

Where is your principal place of business?

Are you tax delinquent as to federal, state, or local taxes? _____

Are you registered to do business with the Texas Secretary of State? _____

____ Attach a copy of your current Franchise Tax Certificate on file with the Texas Secretary of State.

____ Attach a copy of your current Certificate of Account Status on file with the Texas Secretary of State.

If the above documents do not apply, explain why and provide the equivalent documents required by the Texas Secretary of State and/or Texas Business Organizations Code for your type of business entity.

B. Economic Development Opportunities

How will the bid award lead to additional economic development opportunities for the County?

This information includes, but is not limited to, (1) The employment of County residents, and (2) Increased tax revenues to the local government. Such information shall be as appropriate to the type of bid, but may include, but is not limited to:

- (i) bid amount as percentage of reported local annual sales/revenue, or total commodity sales;
- (ii) economic impact- number of employees added within past 12 months
- (iii) new jobs by salary category
- (iv) local annual property taxes paid

(You may attach your answer on a separate page, if you prefer).

C. No Subcontracting of Award

The bidder may not subcontract the award, or any part of the award. Doing so will be grounds for termination of the contract and penalties. **Agreed** ___ **Yes** ___ **No**

D. Affidavit of Contributions to members of Commissioners Court.

Any and all political contributions by the bidder to members of Commissioners Court for the previous 12 months by the bidder, must be disclosed. This includes owners, principals or officers if the bidder is a corporation or other legal entity, must be disclosed. **Complete and sign the attached affidavit.**

E. Annual Report. If you are awarded the bid, you must provide the County, every September, a report of your revenues for the most recent year end, annual employment levels by wage brackets, the

addition or deletion of capital assets in excess of \$1,000,000.00, and any other pertinent information that would affect the ability of your business to maintain its status as a going concern.

F. Agreement to “Buy Local.”

If you are awarded the bid, you agree to give preference and priority to County manufacturers, suppliers, contractors and labor, except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency. Your Annual Report (see Section E) must include a summary of the action taken by the company pursuant to the “Buy Local” Provision.

G. Confidentiality.

Information that is provided to the County in connection with an application or request for Local Business Preference shall be kept confidential and not be subjected to public disclosure except as required by law, the Texas Attorney General, or by an order of a court. Written information shall be released pursuant to a request under the Public Information Act, Chapter 552 of the Texas Government Code, as amended, by the officer for public information or his or her designee in accordance with the standards established under that act for confidentiality and closed records.

Name Of Business _____

Name Of Authorized Representative _____

Title Of Authorized Representative _____

Signature Of Authorized Representative _____

Date _____

AFFIDAVIT

To be completed by all vendors as described in section D of the local business preference application- By owner, if vendor is a sole proprietorship or all principals and officers if the vendor is a corporation or other legal entity

AFFIDAVIT

THE STATE OF _____)

COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, who, first upon oath being duly sworn, deposed and stated:

I am fully competent to make this affidavit, and the information contained herein is based upon my personal knowledge..

1. My name is (_____). My title and principal place of business is _____.

2. For the previous 12 months from the signature date on this document, I or my company have made the following campaign contributions, gifts or any transfers of cash, checks or anything of value to any member of the El Paso County Commissioners Court, any person related by marriage or birth to the County Commissioners or County Judge or any member of the El Paso County administrative staff: (Provide Date, Amount or Cash Value of Gift, and Recipient’s Name and Title):
_____.

[add any additional information you think necessary or appropriate]

Affiant

The foregoing Affidavit was acknowledged before me on the ____ day of _____, 20__ by _____ (Name), _____ (Title), both in his/her individual capacity and on behalf of _____ (Company).

Notary Public, State of _____

COUNTY OF EL PASO, TEXAS
Solicitation Check List

Bid # 16-026

**Purchase One (1) Truck Tractor, One (1) Street Sweeper, One (1) 15K Forklift ,
One (1) Pick-Up Truck 2 Ton Full Size, Super Cab, 4x4 w/Truck Mounted Work
Platform (Cherry Picker/Bucket Truck), One (1) Utility Tractor and One (1) Deck
Over Tilt Trailer for the County of El Paso**

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Thursday, April 14, 2016. Did you visit our website (www.epcounty.com) for any addendums?

_____ Did you sign the Bid?

_____ 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 sign and complete the required “Conflict of Interest Questionnaire”?

_____ Did you sign and complete the required “Certificate of Interested Parties Form”?

_____ Did you sign and complete the required “Ethics Training Affidavit Form”?

_____ Did you sign and complete the “Local Business Preference Policy”?

_____ Did you provide one (1) original and four (4) electronic versions of the complete bid (CD/DVD/Flashdrive) in Word/PDF Format? Electronic copies must reflect the original hard copy.