



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

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### **Notice to Interested Parties**

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 800 E. Overland, RM 300, El Paso, Texas 79901 before 2:00 p.m., Thursday, January 17, 2019 to be opened at the County Purchasing Office the same date for Completion of a Historic Structures Report and Cultural Landscape Report on behalf of Onate Crossing Old Fort Bliss and Harts Mill.

**Proposals must be in a sealed envelope and marked:  
"Proposals to be opened Thursday, January 17, 2019  
Completion of a Historic Structures Report and Cultural  
Landscape Report on behalf of Onate Crossing  
Old Fort Bliss and Harts Mill  
RFP Number 19-010**

**Do not contact the requesting department. Any questions or additional information required by interested vendors must be e-mailed to: [bidquestions@epcounty.com](mailto:bidquestions@epcounty.com) before Thursday, January 3, 2019, at 12:00 p.m. Proposal number and title must be on the "Subject Line" of the e-mail. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.**

Any changes in the specifications will be posted on the County website as an addendum. It shall be the proposer's responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted. Website: [www.epcounty.com](http://www.epcounty.com) ; click button labeled "**Directory**", search for and select "**Purchasing**", click on button labeled "**List of Bids**".

Award will be made based on a review of qualifications, scope of services and price. **COMMISSIONER'S COURT RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND WAIVE TECHNICALITIES.** Only proposals that conform to specifications will be considered.

Successful proposer shall not order items or services until a Purchase Order is received from the County Purchasing Office. Payment will not be made on items delivered without a Purchase Order. Payment shall be made through County funds after completion of goods or services. Purchase Orders will be issued as required. Successful proposer must comply with all bonding requirements as stated in the Texas Local Government Code §262.032.

In order to remain active on the El Paso County Vendor list, each Vendor receiving this proposal must respond in some form. Vendors submitting a proposal must meet or exceed all specifications herein.

**DEBRA CARREJO CPPO, CPPB**  
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 PROPOSAL 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 proposal 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

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

All vendors wishing to receive or continue to receive bid notifications must register in this new system at [www.epcounty.com](http://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

<b>RFP 19-010</b> <b>Completion of a Historic Structures Report and Cultural Landscape Report on behalf of Onate Crossing Old Fort Bliss and Harts Mill</b> Vendor must meet or exceed specifications
Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. <b>Please submit one (1) original copy and six (6) electronic versions of the complete proposal (CD/DVD/Flashdrive) in Word/PDF Format. Electronic copies must reflect the original hard copy.</b>

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

Please quote prices and discounts on the following items:

F. O. B. El Paso County

\_\_\_\_\_  
Company

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

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

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

\_\_\_\_\_  
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 THE PROPOSAL SUBMITTED\*\*\***

**Completion of a Historic  
Structures Report and Cultural  
Landscape Report on behalf of  
Onate Crossing Old Fort Bliss and  
Harts Mill**

**RFP 19-010**



**Opening Date  
Thursday, January 17, 2019**

The County of El Paso (hereinafter referred to as "The County") hereby makes it known to all interested parties that it proposes to complete components of a Historic Structures Report and Cultural Landscape Report for the Oñate Crossing – Hart’s Mill – Old Fort Bliss historic site in the vicinity of 1932 - 1720 West Paisano Drive. It is anticipated that the main project deliverables will consist of:

- Chapter 1: “Introduction” and Chapter 2: “Site History and Context” of a Cultural Landscape Report for the Oñate Crossing – Hart’s Mill – Old Fort Bliss site and applicable adjacent context (see “IV. Approach to the Problem” for proposed HSR/CLR outline), including historic period plans and other drawings developed as part of this project.
- Chapter 9: “Chronology of Development and Use for Each Building” of a Historic Structures Report for the 4 known extant historic buildings at the Oñate Crossing – Hart’s Mill – Old Fort Bliss site (see “IV. Approach to the Problem” for proposed HSR/CLR outline), including historic period building plans and other drawings developed as part of this project.

Additionally, if funding is sufficient, additional deliverables may include:

- A measured landscape plan of existing conditions at the Onate Crossing site, as the result of a full site inventory.
- Measured drawings capturing existing conditions of the four 4 known extant historic buildings on site, as the result of a complete inventory of the buildings.
- Chapter 3: “Existing Landscape Conditions”, including results of an. inventory of existing historic landscape conditions at the site and in the surrounding area
- Chapter 10: “Existing Conditions for Each Building”, including results of an inventory of structural and historic feature conditions of each of the extant historic buildings associated with the site.

The County is issuing this Request for Proposals to secure the services of a qualified professional consultant to assist the County in achieving this objective.

## **I. OBJECTIVES**

- Use prior historic research and preliminary documentation work, plus additional research if necessary, to develop historic period landscape and building plans and any other necessary drawings to illustrate the area landscape and extant historic buildings at the Onate Crossing – Hart’s Mill – Old Fort Bliss.
- Use these period plans and other materials to develop complete chapters of a future Historic Structures Report and Cultural Landscape Report, which also should function as stand-alone documents.

Additionally, if funding allows:

- Conduct inventories and documentation of the existing conditions of the landscape and extant historic buildings sufficient to develop measure drawings of site and buildings in their current condition, and complete the associated chapters of the HSR/CLR.

## II. BACKGROUND

### Project Area:

Oñate Crossing on El Camino Real de Tierra Adentro (El Camino Real) is the site where Don Juan de Oñate is believed to have crossed the Rio Grande in 1598 on the first Spanish colonizing expedition to establish the new Spanish province of Nuevo México. The area was used in subsequent centuries as a river crossing on El Camino Real, and in the 19th century was the first location of the small community of Hart's Mill, and then the fourth location of Fort Bliss. Today, Oñate Crossing and the historic El Paso del Norte sites along El Camino Real are located along the United States-Mexico border in El Paso, Texas and Ciudad Juárez, Chihuahua. Within the approximately 10 acre Oñate Crossing property, some extant buildings on site are associated with Hart's Mill and Old Fort Bliss. Property owners for the area on the United States side of the border include Texas Department of Transportation (TxDOT), International Boundary and Water Commission (IBWC), US Customs and Border Protection (CPB), Burlington Northern Santa Fe Railroad, the City of El Paso, the University of Texas at El Paso (UTEP), and private individuals.

For the purposes of documenting the historic landscape of the site, adjacent areas along the Rio Grande, including in Ciudad Juárez, Mexico, should be considered. These include the historic location of the *presa* or dam—believed to have been in the vicinity of the current IBWC water diversion channel—Misión Nuestra Señora de Guadalupe, and the *acequia madre* and historic route of El Camino Real which connected the two. Other non-extant sites in the historic vicinity of the *presa* to be considered in this project are the bridge over the Rio Grande reported by Zebulon Pike in his 1807 journal, and the Ponce de Leon Mill. Existing conditions assessments of sites and areas outside of the immediate Oñate Crossing site are not part of the proposed scope of the RFP. See Project Background for additional detail.

### Brief History:

El Camino Real de Tierra Adentro—the Royal Road of the Interior—was a main Spanish colonial artery of commerce and travel between the interior of Mexico and its northern settlements and mining regions, beginning at the end of the 16th century. Following existing Native American trails, in 1598 Juan de Oñate led the first European colonizing expedition into what is now Texas and New Mexico along the future El Camino Real. Its use continued after Mexican independence, through the U.S. invasion of Mexico and the U.S. Civil War, until it was abandoned when the railroad reached the area in the 1880s. Nearly three hundred years of use of this route permanently influenced the settlement and development of communities throughout Northern Mexico and the U.S. Southwest.

When Oñate reached the Rio Grande after crossing the difficult stretch of what is now northern Chihuahua and the sand dunes of Samalayuca, he sent his best swimmers to find a good crossing point on the river. The crossing they found became known as “El Paso del Norte.” On May 4, 1598, the Juan de Oñate expedition crossed the river there, and continued north into the new province of New Mexico. The crossing was located at the strategic site of an actual pass through the mountains along the Rio Grande. Given its geographic features, the route continued to be a prominent river crossing in the area, with increasingly heavy traffic.

Father García de San Francisco y Zúñiga founded the first permanent mission in the area in 1657-58. Construction of the mission church began in 1662 and was dedicated in 1668 as the Misión de Nuestra Señora de Guadalupe de Los Mansos del Paso del Norte. The establishment of this mission, located today in Ciudad Juárez, marked the beginning of the Spanish colonial presence in the El Paso valley. It became an agricultural center and stop on El Camino Real de Tierra Adentro.



As a result of the Pueblo Revolt of 1680, several other missions were established along the Rio Grande south of El Paso, including Socorro Mission and Ysleta del Sur Mission. This area became a place of retreat for the approximately 2,000 Spanish settlers and some 300 Pueblo Indians, mostly Piro, Tompiro and Tiguas, who crossed the Rio Grande to the relative safety of El Paso del Norte on October 9, 1680, (Sources: "El Paso Missions, Texas: Special Resource Study" (National Park Service, Department of Interior, 1996), pg. 4; and El Camino Real de Tierra Adentro National Historic Trail Comprehensive Management Plan (2004), pg. 74).

In 1849, shortly after the end of the Mexican-American War, the site of Oñate's Crossing was selected by Simeon Hart as the location of a flour mill (also known as El Molino). Hart's mill on the Rio Grande, in combination with his mills in Santa Cruz de Rosales, supplied United States Army posts in the area between San Antonio, Santa Fe, and Tucson. In addition, Hart acquired a mail line running from El Paso to Santa Fe and a stage station in Santa Fe, making him a prosperous businessman of his time.

By 1854, Hart had completed a larger water-powered mill at the site in addition to a residence. The adobe mill featured 3-foot thick walls with sycamore and willow beams supporting a 4-inch adobe mud plaster roof.

Together the mill and residence became the center of a small community. According to the 1860 census, there were 49 residents within the settlement of some 600 acres, including the Hart family and several families of Mexican laborers.

Also in 1849, the U.S. Army established Fort Bliss to protect the area from Apache and Comanche attack, and to maintain US military presence in territory recently acquired from Mexico in the Treaty of Guadalupe Hidalgo, following the Mexican American War. The fort occupied a number of temporary locations along the north side of the river and was abandoned several times in the first decades after its founding. Finally, in 1878, four years after Simeon Hart's death, the government purchased 135 acres of the Hart's Mill property on which to establish the fort.

In 1881, the Atchison, Topeka, and Santa Fe railroad cut through the Fort Bliss Parade Ground, followed by the Southern Pacific Railroad, which came through from California to El Paso and traversed the east side of the post, behind the barracks for the enlisted men. The AT&SF railroad roughly followed the route of the old Camino Real through New Mexico's Mesilla Valley and into El Paso. The arrival of the railroad essentially marked the end of the camino as the main transportation route for the region.

Despite involvement in major American Indian campaigns in the Southwest, including against Geronimo in 1885-1886, the fort had limited success in its physical development. Fort Bliss was moved to its final and current location northeast of El Paso in 1893.

Following the departure of Fort Bliss, the area saw substantial change and development. The mill stopped operating in 1895 and fell into disrepair. A mausoleum erected on the property in 1911 to house the remains of Simeon and Jesusita Hart was demolished in the mid-20th century to permit the construction of an interstate overpass on the east edge of the Hart property. At some unknown point, the Jose Jesus Flores family purchased the property and lived there for a number of years. By the late 1930's, the property was unoccupied, but it was purchased in 1940 and the former Hart residence converted into a restaurant called La Hacienda Café. The café, located at 1720 West Paisano, ceased operations in 2011, and is currently vacant.

#### The Property Today and Project Need:

The importance and significance of the Oñate Crossing, Hart's Mill, and Old Fort Bliss site have been recognized through the award of a Texas medallion in 1967, and designation as a Recorded Texas Historic Landmark (RTHL) in 1981. The site was additionally listed on the National Register of Historic Places in the early 1970s as part of the Old Fort Bliss Historic District.

More recently, the area has been identified as a "high potential site" in the 2004 Comprehensive Management Plan for El Camino Real de Tierra Adentro National Historic Trail, co-administered by the Bureau of Land Management and National Trails Intermountain Region of the National Park Service. Since the plan's completion, there has been considerable interest in El Camino Real de Tierra Adentro in the El Paso area and the history of the Oñate Crossing, Hart's Mill, and Old Fort Bliss site. The deliverables of Phase 1 of the Oñate Crossing, Hart's Mill, Old Fort Bliss Historic Sites Research and Documentation project (September 1, 2017 – August 31, 2018) provide key historical and cultural landscape information about the evolution and integrity of the area and sites and will inform Phase 2 of the project (see "El Paso Del Norte: A Cultural Landscape History of the Onate Crossing on the Camino Real de Tierra Adentro 1598-1983, Ciudad Juárez and El Paso Texas, U.S.A." "III. Available Information")

In recent years there has been considerable impact to the area. At the Oñate Crossing, Harts Mill, and Old Fort Bliss site, modern intrusions, such as elevated highway ramps, roads, parking lots, river channelization, the Franklin Canal and later American Canal, International Dam and modifications to the Hart's Mill building, and border fences, El Paso Water Utilities 48" water line installation and infrastructure have affected the area. The deliverables of both Phase 1 and Phase 2, will be used in preliminary evaluation and consideration of historical integrity of the historic properties, and will form key components of a future completed Historic Structures Report (HSR)/Cultural Landscape Report (CLR) document, which will include evaluations and treatment recommendations.

Some archeological work has been done at the site, including recent work associated with a Texas Department of Transportation (TxDOT) border highway extension and a City of El Paso water utilities 48" pipeline. A summary of the areas that have or have not been surveyed is provided in "El Paso Del Norte: A Cultural Landscape History of the Onate Crossing on the Camino Real de Tierra Adentro 1598-1983, Ciudad Juárez and El Paso Texas, U.S.A." (see "III. Available Information")

### **III. AVAILABLE INFORMATION**

The following information is available for review between the hours of 8:30 a.m. and 4:30 p.m. Monday through Friday at the offices of the Purchasing Department, 800 E. Overland Room 300 El Paso TX 79901, (915) 546-2048 or by visiting the County website: [EPCOUNTY.COM](http://EPCOUNTY.COM); Bids and More; List of Bids; RFP; Attachments.

- "El Paso Del Norte: A Cultural Landscape History of the Onate Crossing on the Camino Real de Tierra Adentro 1598-1983, Ciudad Juárez and El Paso Texas, U.S.A." An illustrated history prepared by AmaTerra Environmental, Inc. (AmaTerra) as a preliminary phase of this HSR/CLR project.
- Annotated bibliography for Oñate Crossing – Hart's Mill – Old Fort Bliss site prepared by AmaTerra
- GIS data and georeferenced maps created or collected by AmaTerra in Phase 1

- El Camino Real de Tierra Adentro NHT Comprehensive Management Plan/Final EIS, also available online at <https://www.nps.gov/elca/learn/management/comprehensive-management-plan.htm>

#### IV. APPROACH TO THE PROBLEM

The level of research completed for this project will be “thorough.” This is one of three levels of investigation—exhaustive, thorough, and limited—described by National Park Service (NPS) Director’s Order-28 as:

*Research in selected published and documentary sources of known or presumed relevance that are readily accessible without extensive travel and that promise expeditious extraction of relevant data, interviewing all knowledgeable persons who are readily available, and presenting findings in no greater detail than required [by the scope]*

The documentation work for the Oñate Crossing, Harts Mill, Old Fort Bliss area will follow the guidance and a comparable approach to the methodologies presented in the 1999 NPS publication *Guide to Cultural Landscape Reports: Contents, Process, and Techniques*. As applicable, methods and products will also be in accordance with *National Register Bulletin 30: Guidelines for Evaluating and Documenting Rural Historic Landscapes* and the *Secretary of the Interior’s Standards for Historic Preservation, and the Guidelines for the Treatment of Historic Landscapes*. The contractor conducting the work shall also have professional qualifications and expertise in cultural landscapes.

In addition, the contractor conducting the work related to the historic buildings at the Oñate Crossing site shall have professional qualifications and familiarity in documenting and evaluating historic structures, identifying character-defining features, and prescribing preservation treatments that slow the loss of historic fabric and retain the integrity of the historic features which characterize the structures, and as applicable follow the guidelines for HSRs published in NPS Director’s Order Number 28 (DO-28).

Although a full Cultural Landscape Report and Historic Structures Report cannot be reached within the budget allotted for this project, efforts should be made to have the final products be appropriate for incorporation into a future complete CLR/HSR (see recommended outline, below) as well as being functional stand-alone documents that could be used references and tools by private landowners and/or public agencies.

Below is the recommended outline for a standard CLR/HSR, with the sections at least partially addressed in this project highlighted and connected to their applicable task. An outline for Chapters 1, 2, and 9 (as well as 3 and 10, if applicable) will be submitted by the contractor and reviewed for approval as part of work for Tasks 2a and 2b.

##### Standard CLR/HSR Outline

- Cover/Title page
- Table of Contents
- CLR/HSR Executive Summary
  - Acknowledgments
  - Research findings/repositories
  - Summary of history, existing conditions, significance, integrity
  - Preliminary Recommendations for preservation treatment
  - Recommended additional research
  - Major issues identified in the scope of work

CLR Part 1

- Chapter 1: Introduction (Task 2b)
- Chapter 2: Site History and Context (Task 2b)
- Chapter 3: Existing Landscape Conditions (Task 3a/3b)
- Chapter 4: Landscape Significance and Integrity
- Chapter 5: Landscape Evaluation and Analysis

CLR Part 2

- Chapter 6: Preliminary Suggested Preservation Treatment
- Chapter 7: Recommended Landscape Treatment (future chapter intentionally left blank)
- Chapter 8: Cost Estimates (future chapter intentionally left blank)

CLR Part 1 and 2 Appendices

HSR Part 1

- Chapter 9: Chronology of Development and Use for each building (Task 2a)
- Chapter 10: Existing Conditions for each building (Task 3b)
- Chapter 11: Evaluation of Significance and Integrity for each building

HSR Part 2

- Chapter 12: Preliminary Suggested Preservation Treatment recommendations for each building
- Chapter 13: Recommended Treatment and Use for each building (future chapter intentionally left blank)
- Chapter 14: Cost Estimates (future chapter intentionally left blank)

HSR Part 1 and 2 Appendices (Task 2)

CLR/HSR Bibliography (Task 2)

List of materials to be provided by El Paso County and/or National Park Service:

- Primary and Secondary resource materials (as available)
- Historic photographs (as available)
- Historic maps (Sanborn, surveys, sketch maps, etc.)
- National Register documentation
- ***Ama Terra Report***
- ***Ama Terra annotated bibliography***
- Site development plans, maps, and other planning documents (as available)
- Aerial photographs, dating from 1930s to the present as available
- *Guide to Cultural Landscape Reports: Contents, Process, and Techniques.*
- *The Secretary of the Interior's Standards for the Treatment of Historic Properties, with Guidelines for the Treatment of Cultural Landscapes.*
- *The Secretary of the Interior's Standards for the Treatments of Historic Properties, with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings.*
- DO 28-Cultural Resource Management Guideline available on the web at: [http://www.cr.nps.gov/history/online\\_books/nps28/28contents.htm](http://www.cr.nps.gov/history/online_books/nps28/28contents.htm)
- National Register of Historic Places Bulletins available on the web at: <http://www.nps.gov/nr/publications/>
- Preservation Briefs <http://www2.cr.nps.gov/tps/briefs/presbhom.htm>
- The Secretary of Interior's Professional Qualifications Standards (archeology, historic architecture, historic landscape architecture) at: <http://www.cr.nps.gov/local-law/gis/html/quals.html>
- The Secretary of Interior's Standards for Curation [http://www.cr.nps.gov/local-law/arch\\_stnds\\_7.htm#cur](http://www.cr.nps.gov/local-law/arch_stnds_7.htm#cur)

- Archaeological Survey Standards for Texas  
<http://www.thc.state.tx.us/rulesregs/rrdefault.shtml>

## **V. CONSULTANT QUALIFICATIONS**

- Previous experience of firm and consultant team members in conducting similar historical research and investigations, especially in the subject matter of this project
- Previous experience of firm and consultant team members in conducting research on and historical documentation of cultural landscapes and historic buildings, especially for use in Historic Structure Reports and Cultural Landscape Reports
- Previous experience of firm and consultant team members in conducting detailed inventories of cultural landscapes and historic buildings, including development of measured plans and other drawings, especially for use in Historic Structure Reports and Cultural Landscape Reports
- Previous experience of firm and consultant team members in preparing Historic Structure Reports and Cultural Landscape Reports
- Ability to mobilize and perform work in accordance with schedule and budget (including provision of draft schedule with proposal)
- At least one core team member must be bilingual (fluent in written and spoken Spanish and English) for the purposes of utilizing Spanish language materials

## **VI. CONTRACT COMPENSATION**

This RFP is for professional cultural resources documentation and report preparation services only. The method and amount of compensation shall be negotiated. All responses to this RFP are prepared and submitted at the sole cost and expense of the proposer. Contract shall be awarded in phases through a public-private partnership and related grants and sponsorships.

## **VII. GENERAL DESCRIPTION OF PROFESSIONAL SERVICES**

The contractor shall provide all necessary professional services in the fields of historical research, historical landscape architecture, historical architecture, and support services (i.e., administrative, fiscal, clerical) to complete the historical research, investigation, and documentation described below. Content will be produced in stages according to the following identified tasks. At the conclusion of each task, the contractor will present the results and product for that task for review to El Paso County Economic Development Department and National Trails Intermountain Region – National Park Service, as well as additional stakeholders as specified by El Paso County EDD. These stakeholders may include: The El Paso County Historical Commission, Texas Historical Commission, El Paso Community Foundation, private landowners within the boundaries of the cultural landscape and owners of the historic buildings, Texas Department of Transportation (TxDOT), University of Texas at El Paso (UTEP), International Boundary and Water Commission (IBWC), US Customs and Border Protection (CBP), and the Instituto Nacional de Antropología e Historia (INAH). Tasks 1, 2a, 2b, 4, and 5 below make up the primary, required part of a proposal in response to this RFP. Tasks 3a, 3b, 3c, and 3d are to be awarded in phases. Contract award for completion of the Historic Structures and Cultural Landscape Reports will be awarded in phases per the aforementioned tasks and deliverables.

#### Task 1: Start-up Meeting and Initial Site Visit

A project start-up and orientation meeting will be held with the contractor, El Paso County, NPS, and the above identified stakeholders as applicable to review the scope of work, relevant archives and repositories, and to discuss refinements, if any, to the project approach. Background information will be reviewed and other sources and contacts for archival materials and relevant data will be discussed. The meeting will also consist of an informal discussion of the landscape and buildings, historic character and details, and issues to be addressed and concerns relevant to the project. Project work along the US-Mexico border to be coordinated with IBWC, CBP, and other landowners will be addressed as well.

#### Task 2a: HSR Part 1, Chapter 9, including Historic Building Period Plans

Develop plan views and other drawings illustrating the form and condition of extant buildings at the different phases of their historic significance. Incorporate these plans, materials from 2018 AmaTerra illustrated history, and other applicable sources into a complete Chapter 9 of Part 1 of a Historic Structures Report (see sample outline, "IV. Approach to the Problem") As part of this task, develop and submit for review an outline for Chapter 9 as part of overall proposed project schedule.

#### Task 2b: HSR Part 1, Chapters 1 and 2, including Historic Landscape Period Plans

Develop plan views and other drawings illustrating the form and condition of Oñate Crossing – Hart's Mill – Old Fort Bliss area (including adjacent Rio Grande corridor, agricultural lands, transportation infrastructure, water infrastructure such as dams, acequias and canals, and relevant industrial or border development) at the different phases of its historic significance. Incorporate these plans, materials from 2018 illustrated history [title], and other applicable sources into complete Chapter 1 and 2 of Part 1 of Cultural Landscape Report (see sample outline, "IV. Approach to the Problem") As part of this task, develop and submit for review an outline for Chapters 1 and 2 as part of overall proposed project schedule.

#### Task 3a: Historic Landscape Existing Conditions Documentation and Inventory

The contractor will contact the client and arrange a site visit to the project area to map and identify contributing and non-contributing features of the landscape for the CLR. Field work will be conducted by systematically walking the project area, documenting historic landscape features with digital photography and mapping with a GPS unit and site plan.

Following the field inventory process, the contractor will create a series of base maps to be used in the report existing conditions, and in later phases of this project not included in this RFP. Maps will conform to the following criteria:

- a. Scale and contour interval: Survey shall be at a scale to be determined in coordination with NPS. Computer drawn contours shall be checked for errors and corrected.
- b. Control Points: Survey shall be tied to existing local and state coordinates
- c. Survey Features: Locate built features including walls, buildings, edge of pavement, roads, trails, walks, concrete surfaces, signs, stone edges, planting areas, utility poles, above and below ground utilities, rock outcrops, etc. Locate edge of water at river. For steep slopes indicate top and bottom of slopes. Label all features clearly.
- d. Vegetation: Locate all trees 6" dbh and over. For smaller trees show tree edge of canopy massing. Locate all shrub/vegetation massing by identifying their edge. Give common species name and botanical names.
- e. Spot Elevations: Locate at each intersection of a 25-foot square grid covering the property. Locate at all above ground survey features at 5 foot on center for linear features. Give spot elevation for all building thresholds
- f. Boundary Lines: Show property boundary and easements.

- g. Drawing Requirements: Provide drawing in latest version of AutoCAD and/or GIS on archival, gold CD. Note: Appropriate software (CAD and/or GIS) to be determined by A/E in consultation with NPS, depending on size and scale of property. Hardcopy drawings shall be trim size 22"x 34" with left binding edge and minimum ½ inch border. Drawing sheets shall include north arrow and graphic scale and title block in lower right hand side of the drawing.
- h. Archeological Investigations: Separate map showing archaeological features and investigations

This task also includes development of an existing conditions site plan to include but not be limited to key landscape features such as property boundaries, topography, buildings, structures, vegetation, constructed water features, small-scale features, views, and existing or suspected archeological sites. Special emphasis should be made in documentation of surviving historic landscape features. The site plan is to be clearly labeled and at the same scale as the Historic Period Landscape Plans developed in Task 2b. Surviving historic landscape features will be photographed and keyed to the existing condition plan.

#### Task 3b: Development of Chapter 3 "Existing Landscape Conditions"

This task is contingent on award and completion of inventory in optional Task 3a. Using the results of inventory work in Task 3a and resources made available through work by AmaTerra in Phase 1 of this project, the contractor will develop an illustrated existing conditions narrative for the site landscape. The narrative will only focus on current landscape conditions within the project area. Landscape existing conditions should incorporate a discussion of landscape characteristics, including spatial organization, land use, natural systems, views, topography, vegetation, circulation, buildings and structures, constructed water features, small-scale features, and archeology. Digital photographs taken during the field inventory will illustrate the text.

The narrative will also include the existing conditions site plan developed as part of optional Task 3a.

Please include cost estimate for any additional costs to be incurred in Task 4 and 5 for draft submittal, review, and revision of Chapter 3 and associated materials as part of estimate for this task.

#### Task 3c: Historic Building Existing Conditions Documentation and Field Inventory

The contractor will contact the client and arrange site visits to the four known extant historic buildings to identify and document and identify contributing and non-contributing features of the landscape for the CLR. Fieldwork for the HSR shall consist of photographing and documenting historic buildings for measured drawings. At a minimum, the buildings in their settings, each building elevation, and character-defining architectural features will be noted and photographed. Following the field inventory, measured plans and elevations will be drafted of each historic building in their existing condition in AutoCAD using the above standards.

#### Task 3d: Development of Chapter 10 "Existing Conditions for each building"

This task is contingent on award and completion of inventory in optional Task 3c. Using the results of inventory work in Task 3c and resources made available through work by AmaTerra in Phase 1 of this project, the contractor will develop an illustrated existing conditions narrative for the 4 known extant historic buildings at the Oñate Crossing – Hart's Mill – Old Fort Bliss site. The narrative will focus on current conditions of the buildings, and will contain a systematic accounting of all features, materials, and spaces according

to age, significance, and condition. Copies of computer-generated inspection reports should be included in the appendix but summarized in the body of the chapter. The narrative should also discuss causes of deterioration and structural inadequacy.

The narrative will also include the measured plans, elevations, and other drawings developed as part of optional Task 3c.

Please include estimate for any additional costs to be incurred in Task 4 and 5 for draft submittal, review, and revision of Chapter 10 and associated materials as part of estimate for this task.

#### Task 4: Draft Document Submittal and Review

Using the products completed during Tasks 1, 2a and 2b (and Task 3a, 3b, 3c, and/or 3d if applicable), the contractor will develop final drafts of Chapters 1, 2, and 9 (and 3 and 10, if applicable.) These documents will follow the standards and guidelines outlined for CLR/HSR documents. (See “IV. Approach to the Problem” for relevant sources and sample CLR/HSR outline.) Upon receipt of these draft documents, El Paso County, NPS, and other stakeholders as applicable will conduct a 30-day review period and provide the contractor with comments on the draft submittals. The draft submittal may be in digital format only.

The contractor will revise or supplement the report documents in response to written review comments received on the drafts.

#### Task 5: Final Document Submittal and Review

Using the comments provided on the review of the draft documents, the contractor will complete revisions as needed. Submittal of the final versions of the documents to El Paso County will signal the end of the contract. Final documents will be submitted in digital and hard copy (6 copies) format and also include applicable source materials.

### **VIII. RECEIPT OF PROPOSALS (El Paso County template language w/ project specific modifications)**

Each proposal must be limited to thirty (30) one-sided pages and shall include:

1. Names of the project team members who will primarily be working on Cultural Landscape Report and Historic Structures Report, their related experience specific historic landscape and building documentation and preparation of CLR/HSR documents and their expected roles in this project. List the anticipated percentage of time the project manager(s) and leads will have available for this project. Please identify the portions of the project anticipated to be performed by sub-consultants and their primary team member(s) working on that specific task.
2. Three references from jurisdictions with similar projects performed by the firm/team under a similar scope of work and budget.
3. Proposed approach and methodology responding to the scope of work, a work program outline with tasks and deliverables, time schedule and budget. All tasks & deliverables proposed should be identified in a list or table along with general dates and firm/team member(s) responsible for the work. The proposal should include a work program with deliverables, corresponding at a minimum, to the scope of work outlined above, with a breakdown of estimated hours and assigned personnel in each work task and phase, and costs associated with each task. A description of how the



consultant team provides quality control to assure a high quality document with a consistent voice, internal consistency, high level of service and successful project completion and management.

## **IX. PROPOSAL FORMAT**

Only *complete* responses to this RFP will be considered by the County. Proposal must be signed by an official authorized to bind the proposer to its provisions. The proposal must remain valid for at least ninety (90) days.

Proposals must include the following:

1. Summary statement of the proposer's understanding of the problem (*please do not merely re-type or cut and paste content from this RFP*);
2. A summary describing the proposed effort and a list of deliverables;
3. A work plan designed to accomplish the objectives of this project;
4. A summary of prior experience and professional competence in undertaking this type of work;
5. A list of the executive and professional personnel to be assigned to this project
6. Cost of professional services.

## X. PROPOSAL EVALUATION CRITERIA

Previous experience in the subject matter of this project General knowledge of El Paso County history and cultural landscape. Previous work dealing with the history of El Camino Real de Tierra Adentro and/or the history of the American southwest and northern Mexico in the 16th-19 <sup>th</sup> centuries.	(15%)
Prior experience in conducting detailed inventories of historic structures and cultural landscapes Previous experience of firm and consultant team members in conducting detailed inventories of cultural landscapes and historic buildings, including development of measured plans and other drawings, especially for use in Historic Structure Reports and Cultural Landscape Reports	(15%)
Familiarity with best practices in economic and urban development	(15%)
Texas and Federal cultural and historic preservation laws and regulations.	(15%)
Professional staff qualifications, licensing/accreditation	(10%)
Resources and technical support Proposer demonstrates its ability to provide adequate resources and technical support to successfully execute the Scope of Work in a timely manner.	(10%)
Soundness of proposed approach Proposer outlines a logical approach to completing the HSR/CLR chapters + associated building and landscape inventories, and to making completed chapters relevant both as stand-alone documents and as parts of future complete HSR and CLR document(s). Contract should include a clause indicating that EP County has absolute rights to the work product	(10%)
Immediate availability and commitment to implementation Time frame Proposer can begin work upon award of contract.	(5%)
References Provide at least 3 references of agencies for whom it has provided similar services as described in this RFP. Provide agency name, address, contact name, email address and phone number	(3%)
Health Insurance Provision for Employees The County is authorized to allow consideration for those firms providing evidence of reasonable health insurance for their employees.	(2%)

**TOTAL 100%**

**PRICE/FEE SCHEDULE**  
**RFP#19-010**  
**Completion of a Historic Structures Report and Cultural**  
**Landscape Report on behalf of Onate Crossing**  
**Old Fort Bliss and Harts Mill**

Name \_\_\_\_\_ Address \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone Number \_\_\_\_\_

E-mail \_\_\_\_\_

<b>Estimated Cost of Professional Services</b>			
<b>Phase</b>	<b>Task</b>	<b>Description</b>	<b>Estimated Price</b>
Phase 1	Task 1	Start-up Meeting, Initial Site Visit	
Phase 1	Task 2a	HSR Part 1, Chapter 9, including Historic Building Period Plans	
Phase 1	Task 2b	HSR Part 1, Chapters 1 & 2, including Historic Landscape Period Plans	
<b>Phase</b>	<b>Task</b>	<b>Description</b>	<b>Estimated Price</b>
Phase 2	Task 3a	Historic Landscape Existing Conditions Documentation and Inventory	
Phase 2	Task 3b	Development of Chapter 3 "Existing Landscape Conditions"	
Phase 2	Task 3c	Historic Building Existing Conditions Documentation and Field Inventory	
Phase 3	Task 3d	Development of Chapter 10 "Existing Conditions for each building"	
<b>Phase</b>	<b>Task</b>	<b>Description</b>	<b>Estimated Price</b>
Phase 3	Task 4	Draft Document Submittal and Review	
Phase 3	Task 5	Final Document Submittal and Review	
<b>Estimated Administrative Costs</b>			
	<b>Expense</b>	<b>Description</b>	<b>Estimated Total</b>
	<b>Travel</b>	Per site visit; per staff member	
	<b>Staff</b>	Professional rate, per category, per team member	
	<b>Costs</b>	Operational costs; please specify	

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**CLIENT Reference Form**

**Three (3) references are required, make copies of this form**

Vendor name: \_\_\_\_\_

Customer name: \_\_\_\_\_

Customer contact: \_\_\_\_\_

Customer phone number: \_\_\_\_\_

Customer E-mail address: \_\_\_\_\_

Duration of Contract: \_\_\_\_\_

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Vendor name: \_\_\_\_\_

Customer name: \_\_\_\_\_

Customer contact: \_\_\_\_\_

Customer phone number: \_\_\_\_\_

Customer E-mail address: \_\_\_\_\_

Duration of Contract: \_\_\_\_\_

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Vendor name: \_\_\_\_\_

Customer name: \_\_\_\_\_

Customer contact: \_\_\_\_\_

Customer phone number: \_\_\_\_\_

Customer E-mail address: \_\_\_\_\_

Duration of Contract: \_\_\_\_\_

## **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.

CERTIFICATE OF LIABILITY INSURANCE

In the remarks section should include job description or project name and/or number. Successful bidder 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 bidder. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful bidder to the County. Insurance is to be placed with insurers having a best rating of no less than A. The Bidder 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 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 with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand or cause of action

at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Bidder. In no event shall the County be liable for any damage to or destruction of any property belonging to the Bidder.

**County of El Paso 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](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, of that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the 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 contract 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 contact 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](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**

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### **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?

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

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

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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.**

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Business Name

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Date

---

Name of Authorized Representative

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Signature of Authorized Representative

\*

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\* This page must be included in all responses.



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

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RE: RFP 19-010, Completion of a Historic Structures Report and Cultural Landscape Report on behalf of Onate Crossing Old Fort Bliss and Harts Mill

Dear Vendor:

The Texas Local Government Code Chapter 176 requires all vendors and potential vendors who contract or seek to contract for the sale or purchase of property, goods, or services with any local government entity to complete and submit a Conflicts of Interest Questionnaire. Attached is a copy of the Questionnaire.

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

County Officers: County Judge Ruben J. Vogt  
Commissioner Carlos Leon  
Commissioner David Stout  
Commissioner Vincent M. Perez  
Commissioner Andrew Haggerty

County Employees: Debra Carrejo CPPO, CPPB-Purchasing Agent  
Jose Lopez, Jr., Assistant Purchasing Agent  
Peter Gutierrez, Buyer II  
Betsy Keller, County Administrator  
Elvia Jauregui, Formal Bid Supervisor/Buyer  
Araceli Hernandez, Formal Bid Buyer  
Blanca Guereca, Procurement Data Analyst  
Oscar Avila, Procurement Data Analyst  
Edward Dion, County Auditor  
Barbara Franco, Auditor First Assistant  
Wallace Hardgrove, Budget & Financial Manager  
Lee Shapleigh, Assistant County Attorney  
Diane Shearer, Assistant County Attorney  
Ian R. Kaplin, Assistant County Attorney  
Michael Martinez, Administration  
Lorena Rodriguez, Analyst  
Sal Alonzo, Public Works  
Reyna Mayorga, Public Works  
Jose Landeros, Urban Planning and Development  
Melina Banelos, Public Works  
Valerie Venecia, Heritage Tourism Coordinator  
Arturo Marquez, Economic Analyst

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

**FORM CIQ**

<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p><b>OFFICE USE ONLY</b></p> <hr/> <p>Date Received</p>
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p>	
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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.)</p>	
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p><b>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.</b></p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
<p><b>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.</b></p>	
<p><b>6</b> <input type="checkbox"/> 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).</p>	
<p><b>7</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>	

**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.

Effective January 1, 2016, Texas Legislature adopted [House Bill 1295](#), which states that a governmental agency may not enter into certain contracts with a business entity, unless the business entity submits a disclosure of interested parties to the governmental entity. **This Certificate of Interested Parties - Form 1295 must be submitted before the county can enter into the contract**

- The Form 1295 must be submitted online at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).
- Upon completion, you will be provided a verification printout.
- The printout must be notarized and then submitted to the County of El Paso for verification.

Upon the County's receipt of your notarized Form 1295, the contracting process can begin. Failure to complete and submit the Form 1295 will delay the contract from possibly being awarded and could result in loss of the contract



**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.	<b>OFFICE USE ONLY</b>
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b>	
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b>	

**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, TEXAS  
Check List**

**RFP 19-010  
Completion of a Historic Structures Report and Cultural  
Landscape Report on behalf of Onate Crossing  
Old Fort Bliss and Harts Mill**

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**THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE**

\_\_\_\_\_ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Thursday, January 17, 2019. Did you visit our website ([www.epcounty.com](http://www.epcounty.com)) for any addendums?

\_\_\_\_\_ Did you sign the Proposal Signature Page?

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

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

\_\_\_\_\_ Did you sign and complete the required “Conflict of Interest Questionnaire”?

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

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

\_\_\_\_\_ Did you provide one original and six (6) electronic versions of the complete proposal (CD/DVD/Flashdrive) in Word/PDF Format? Electronic copies must reflect original hard copy.