



COUNTY OF EL PASO
County Purchasing Department
500 East San Antonio, Suite PU500
El Paso, Texas 79901
(915) 546-2048
(915) 546-8180 Fax

Notice to Interested Parties

Sealed bids will be received at the County Purchasing Department, 500 E. San Antonio, Suite PU500, El Paso, Texas 79901 before 2:00 p.m., **Wednesday, January 10, 2007** to be opened at the County Purchasing Office the same date for **Microsoft Enterprise Agreement for the County of El Paso.**

Bids must be in a sealed envelope and marked:
"Bid to be opened January 10, 2007
Microsoft Enterprise Agreement for the County of El Paso
Bid #06-120"

Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Wednesday, January 3, 2007, at 12:00 p.m. Questions can be faxed to (915)-546-8180.

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

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

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

PITI VASQUEZ
County Purchasing Agent

BIDDING SCHEDULE

To: El Paso County, Texas

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

Please quote prices and discounts on the following items:

F. O. B. El Paso County

<p style="text-align: center;">Description – Bid # 06-120 Microsoft Enterprise Agreement for the County of El Paso Vendor must meet or exceed specifications</p>
<p>Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. Please submit one (1) original copy and two (2) copies of your bid.</p>

Company

Address

Federal Tax Identification No.

City, State, Zip Code

CIQ Document Number

CIQ Sent Date

Representative Name & Title

Telephone & Fax Number

Signature

Date

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

COUNTY OF EL PASO, TEXAS

Solicitation Check List

Microsoft Enterprise Agreement for the County of El Paso Bid #06-120

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

- _____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Wednesday, January 10, 2007. Did you visit our website (www.epcounty.com) for any addendums?
- _____ Did you sign the Bidding Schedule?
- _____ Did you sign the "Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Nondiscrimination Status And Implementing Regulations" document?
- _____ Did you sign the "Consideration of Insurance Benefits" form?
- _____ Did you file a copy of the completed Conflict of Interest Questionnaire (Form CIQ) with the El Paso County Clerk (in person or by mail to 500 E. San Antonio, Suite 105, El Paso, TX 79901 or by fax to 915-546-2012 attention Joann) and write the confirmation number given as proof of filing on your bidding schedule? Please include the completed and signed form with your response whether a relationship exists or not.
- _____ If your bid totals more than \$100,000, did you include a bid bond?
- _____ Did you provide one original and two (2) copies of your response?
-

Microsoft Enterprise Agreement for the County of El Paso

Bid #06-120



**Opening Date
Wednesday, January 10, 2007**

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SECTION 1.

INTRODUCTION

1.1

INTENT

The purpose of this request is to solicit bids for renewal of our existing Microsoft Enterprise Agreement for the next three years.

1.2

BID SCHEDULE

The following schedule of activities is planned. Any changes will be communicated to the vendors from the Director of Purchasing, El Paso County.

- | | |
|---|--------------------|
| 1. Advertise Bid | December 24 and 31 |
| 2. Deadline for Vendor Questions | January 3, 2007 |
| 3. Responses Due | January 10, 2007 |
| 4. Bid Opening | January 10, 2007 |
| 5. Evaluation Committee Recommendations | Tentative |
| 6. Vendor Selection | Tentative |
| 7. Commissioner's Court Action to Award | Tentative |

1.3

CURRENT MICROSOFT ENVIRONMENT

The county currently supports 2300 desktop systems running the Windows 2000, Windows 2003, and XP Platforms plus various servers running the Microsoft Windows 2000 and 2003 Platforms.

SECTION 2

BID REQUIREMENTS AND GUIDELINES

2.1

QUESTIONS AND CLARIFICATION

All questions and requests for clarifications and/or additional information concerning the bid must be addressed to Mr. Piti Vasquez, Purchasing Agent, El Paso County Purchasing Department, 500 East San Antonio Ave., Room 500, El Paso, Texas, 79901. All questions must be submitted in written form. Answers will be provided to the vendors in a written addendum.

2.2

VENDOR QUALIFICATION

The County will evaluate responses only from vendors that are Microsoft Large Account Resellers (LARs). The Vendor's response to the bid must document this requirement.

2.3

RESPONSE FORMAT

Vendor responses to the bid must follow the forms and format provided in the bid. Additional information can certainly be provided but not in lieu of the prescribed format. It is intended that the technical and application data be presented separate from the cost data and that the cost data contain no technical data. The Table of Contents for the bid responses is as follows:

Section A	Cover Letter
Section B	Vendor Demographics
Section C	Vendor Experience
Section D	Vendor References
Section E	Financial Statements
Section F	Overview of Vendor Response
Section G	Delivery
Section H	Support and Maintenance
Section I	Warranty
Section J	Documentation
Section K	Required Equipment List

2.4

VENDOR REFERENCES

Responses must include references of other Texas counties that are currently utilizing the proposed agreement. The references are mandatory. The references must clearly establish that the vendor is a certified LAR.

2.5

EVALUATION PROCESS

All responses received in compliance with the terms and conditions of the El Paso County Purchasing Department will be reviewed and evaluated by an Evaluation Committee. Technical support and evaluation will come from the Information Technology Department (IT).

The two main factors in the selection process are:

- (1) Vendor is a certified LAR;
- (2) Overall annual cost;

Recommendations from the Evaluation Committee will be presented to the Commissioners' Court for award.

2.6**NON-RESPONSIVE BIDS**

Any bid response that does not directly address the needs of El Paso County as described in the bid will be considered non-responsive and will not be considered. A response that does not prove the vendor's ability to furnish a suitable solution, based on experience and references, as well as response to the networking equipment/hardware requirements in the bid, will not be considered.

2.7**INSTALLATION SCHEDULE**

None

2.8**CONTRACT/AGREEMENT**

Vendors are required to submit two originals of the vendor's contract, terms and conditions for this project. These agreements must be included in the bid response package. It is anticipated, and the County reserves the right to do so, that the final contract will be negotiated with the selected vendor(s).

2.9**SUBMITTAL INFORMATION**

Vendors must submit one (1) original and two (2) copies of their responses. All materials submitted in response to this bid will become the property of El Paso County. Vendors will be aware that El Paso County is a public entity and as such, must abide by the public record laws. Responses will be kept confidential until the bid opening. At that time, the contents of the proposals become public record and open to inspection by all parties.

Vendors are responsible for all costs incurred in preparing and submitting the vendor's response to the bid.

2.10**COST/PRICE CERTIFICATION**

All costs and prices proposed in the response to this bid must be valid for a minimum of 120 days. Pricing is to include all shipping, handling and other related costs. El Paso County is not responsible for any vendor errors, omissions or miscalculations.

2.11**BID PERFORMANCE BONDS**

10% Performance surety bond will be required. The County may require that the award be insured by surety(s) authorized to do business in the State of Texas.

2.12**ACCEPTANCE AND USE OF BIDS**

1. El Paso County reserves the right to accept or reject any or all bids. The award will be "lump sums" (all or nothing).

The County reserves the right to use any or all nonproprietary ideas, concepts, or configurations presented in responses.

SECTION 3**SOFTWARE****3.1****OVERVIEW OF REQUESTED SOFTWARE**

Microsoft Enterprise Agreement for a period of three years for the number of devices shown in Section K.

3.2**SOFTWARE WARRANTY**

No software is to be purchased.

3.3**SOFTWARE MAINTENANCE**

None required

3.4**SOFTWARE RETURN POLICY**

Does not apply.

3.5**SOFTWARE SUPPORT**

Does not apply.

3.6**DOCUMENTATION**

Does not apply.

3.7 **DELIVERY and INSTALLATION**

Does not apply.

SECTION 4 **TRAINING**

4.1 **TRAINING PLAN**

Does not apply.

4.2 **TRAINING MATERIALS**

Does not apply.

SECTION 5 **COST SCHEDULES**

5.1 **TOTAL COSTS**

The vendor must provide detailed Unit Costs and Total costs for the proposed maintenance.

5.2 **THIRD PARTY COSTS**

Does not apply.

**Response Format for
County of El Paso, Texas
Request for Proposal**

SECTIONS

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SECTION A

COVER LETTER

The response must be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity.

SECTION B

VENDOR DEMOGRAPHICS

The vendor shall submit the following information:

Official name and address. Indicate what type of entity, e.g. corporation, company, etc.

Complete name, address, telephone number and fax number of person to receive correspondence and who is authorized to make decisions or represent the vendor. Please state his or her capacity within the company.

Total number of years vendor has been in business and, if applicable, number of years under the present business name.

Number of years experience the vendor has had in providing equivalent products and services.

A description of the vendor's operation, facilities, business, objectives, number of employees (both nationally and locally), and previous experience and qualifications relating to the products and services requested.

SECTION C

VENDOR EXPERIENCE

In this section the Vendor will provide an experience narrative. Include a description of experience the vendor has had installing the proposed equipment in the operating environment proposed.

As mentioned in Section 2.2, page 4 of this bid, The County will evaluate proposals only from vendors that have proven successful experience in the assembly, configuration and installation of the products and services requested in this bid. The Vendor's response to the bid must document and qualify this experience. Preferred parameters for this documentation should include:

1. Authorized reseller, certified service center, etc. (indicate manufacturers and status as well as requirements to reach and maintain that status);
2. Years of experience (indicate manufacturer);
3. Volume of networking equipment installed per manufacturer/product;
4. Credentials of individuals scheduled to perform the outlined services;
5. Training programs established by the vendor for employees and customers.

SECTION D

VENDOR REFERENCES

The vendor will provide a list of all company references that are of comparable scope and complexity to that proposed by El Paso County and that have equipment similarly configured, and in operation, for at least one year. The vendor shall include the following information for each reference:

1. Name of organization
2. Networking software
3. Size and scope of project
4. Installation date
5. Contact name, title, address, and telephone number

SECTION E

FINANCIAL STATEMENTS

Each response must include a complete audited set of financial statements or suitable other documents for the last three (3) years. All required financial statements shall be prepared in conformity with generally accepted accounting principles.

SECTION F

OVERVIEW OF VENDOR RESPONSE

In this section the vendor must provide a narrative of what is being proposed. The narrative will include the following items:

1. The vendor will describe how the networking equipment/hardware and services proposed best meet the County's needs and why the vendor recommends the County adopt its solution.
2. Provide a complete description of the warranties, support, on-going maintenance and training services provided.
3. Provide complete information on the physical and environmental requirements of installation and operation.
4. Describe documentation and training, if applicable.

SECTION G

DELIVERY

In this section, the vendor shall propose a preliminary delivery schedule of the proposed equipment including major milestones showing the time required to complete all phases of the agreed plan. The delivery plan shall detail any vendor preferences for phasing.

SECTION H

SUPPORT AND MAINTENANCE

In this section the vendor shall provide information on vendor support for ongoing maintenance.

SECTION I

WARRANTY

In this section the vendor will provide a copy and description of the warranties associated with the proposed software.

SECTION J

DOCUMENTATION

The vendor shall provide one paper copy and one copy on diskette/CD of the written documentation and user guides for the proposed software.

SECTION K

REQUIRED EQUIPMENT LIST

Microsoft Enterprise Agreement - Renewal for 3 years

<i>Qty</i>	<i>Part #</i>	<i>Microsoft Enterprise Products</i>	<i>Per-Desktop Price</i>	<i>Extended Price</i>
2300		Microsoft Full Platform Enterprise Agreement SA ONLY - Annual Price (includes Office Pro, Windows OS, CORE CAL - SPS CAL L&SA)		\$
<i>Qty</i>		<i>Additional Products - Software Assurance Only</i>	<i>Annual Unit</i>	<i>Extended Price</i>
90		Windows Server - Std Edition		\$
20		Windows Server - Enterprise Edition		\$
2000		Windows Terminal Server CAL (device or user)		\$
2		Exchange Server - Enterprise Edition		\$
8		SQL Server - Enterprise Edition - 1 Processor - L&SA (License unlimited)		\$
1		Systems Management Server Enterprise Edition		\$
1		Share Point Portal Server - L&SA (Share Point Cal must be included in Client CAL)		\$
110		Microsoft Operations Mgmt Client		\$
1		Microsoft Operations Mgr Server - Enterprise Edition		\$
1		Office Live Communication Server		\$
1000		Office Live Communication Server CAL (device or user)		\$
10		Project Professional (with 1 Project Server CAL)		\$
1		Project Server		\$
25		Visio Professional		\$
8		Visual Studio Team Ed. w/ MSDN Premium - (Architect, Developer, or Tester)		\$
		Total Annual Price - Add-On Products		\$
		Annual Price - EA Desktop + Add-On Products		\$
		Total 3 Year EA Renewal Price		\$

True-up costs apply each year for any change in number of PC's	Unit Cost
True-up Year 1 for each new license	
True-up Year 2 for each new license	
True-up Year 3 for each new license	

COUNTY OF EL PASO, TEXAS

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS*

Instructions for the certifications:

General Requirements

The County of El Paso, Texas is required to obtain from all applicants of federal funds or pass-through certifications regarding federal debt status, debarment and suspension, and a drug free workplace. Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Applicants should refer to the regulations cited below to determine the certifications to which they are required to attest. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying," 21 CFR part 1414, Government wide Debarment and Suspension (Non procurement), Certification Regarding Federal Debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the County of El Paso determines to award the covered cooperative agreement

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over \$100,000, as defined at 21 CFR Part 1405, the applicant certifies that;

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement,

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to the application.

2. DRUG-FREE WORKPLACE

As required by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. The applicant certifies that it will or will continue to provide a drug free workplace by:

(a). Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a)

(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 four (4) pages of this document must be included in all responses.

COUNTY OF EL PASO PURCHASING DEPARTMENT

COUNTY COURTHOUSE, 500 EAST SAN ANTONIO,
VASQUEZ, PURCHASING AGENT
ROOM PU500, EL PASO, TEXAS 79901
LOPEZ, JR. ASST. PURCHASING AGENT
(915) 546-2048, FAX: (915) 546-8180
CLERK/BUYER

PITI

JOSE

CLAUDIA SEPULVEDA, BID

BIDDING CONDITIONS

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

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

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

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

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

NOTICE:

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

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

Health Insurance Benefits Provided By Bidder

Consideration of Health Insurance Benefits*

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

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

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

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

Business Name

Date

Name of Authorized Representative

*

Signature of Authorized Representative

* This page must be included in all responses.



COUNTY OF EL PASO
County Purchasing Department
500 East San Antonio, Suite PU500
El Paso, Texas 79901
(915) 546-2048
(915) 546-8180 Fax

RE: Bid #06-120, Microsoft Enterprise Agreement for the County of El Paso

Dear Vendor:

As of January 1, 2006, the Texas Local Government Code Chapter 176 requires all vendors and potential vendors who contract or seek to contract for the sale or purchase of property, goods, or services with any local government entity to complete and submit a Conflicts of Interest Questionnaire. A copy of the requirements regarding vendors is attached. Also attached is a copy of the Questionnaire which needs to be filed and was prepared and approved for statewide use by the Texas Ethics Commission.

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

County Officers: County Judge Anthony Cobos
Commissioner Luis C. Sariñana
Commissioner Veronica Escobar
Commissioner Miguel Teran
Commissioner Dan Haggerty

County Employees: Piti Vasquez, Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Claudia Sepulveda, Bid Clerk/Buyer
Art Armas, IT Director
Carlos Martinez, Network Planning Manager

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) serves as an officer or director; or

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

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

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

(A) is a local government officer; and

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

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

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

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

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

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

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

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

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

§ 176.001. Definitions

In this chapter:

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

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

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

(4) "Local government officer" means:

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY

Date Received

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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

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

1 Name of person doing business with local governmental entity.

2

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Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

4

Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

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Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐

Yes

☐

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date