



**COUNTY OF EL PASO**  
500 E. San Antonio, Suite PU500  
El Paso, Texas 79901  
(915) 546-2048 (915) 546-8180 Fax

---

### **Notice to Interested Parties**

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 500 E. San Antonio, Suite 500, El Paso, Texas 79901 before 2:00 p.m., **Wednesday, November 14, 2007** to be opened at the County Purchasing Office the same date for **RFP Moving Services for the Sheriff's Office**.

**Proposals must be in a sealed envelope and marked:**

**"Proposals to be opened **November 14, 2007**  
**RFP Moving Services for the Sheriff's Office**  
**RFP Number 07-143"****

**Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Tuesday, November 6, 2007, at 12:00 p.m. Questions can be faxed to (915)-546-8180.**

Award will be made based on a review of qualifications, scope of services and price. **COMMISSIONER'S COURT RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND WAIVE TECHNICALITIES.** Only proposals that conform to specifications will be considered. Successful Proposer shall not order items or services until a Purchasing Order is received from the County Purchasing Office. Payment will not be made on items delivered without an Agreement.

If the proposal totals more than \$100,000.00, 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 price, executed with a surety company authorized to do business in the State of Texas. The certified cashiers check must be included with the proposal at the time of the opening.

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. Vendors submitting a no proposal must submit their reason in writing to the El Paso County Purchasing Department.

**PITI VASQUEZ**  
County Purchasing Agent

## PROPOSAL 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 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

<b>Description – RFP # 07-143</b> <b>RFP Moving Services for the Sheriff's Office</b> Vendor must meet or exceed specifications
<b>TOTAL COST</b>
\$
Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. <b>Please submit one (1) original copy and two (2) copies of your bid.</b>

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
CIQ Confirmation Number

\_\_\_\_\_  
CIQ Sent Date

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

\_\_\_\_\_  
Telephone & Fax Number

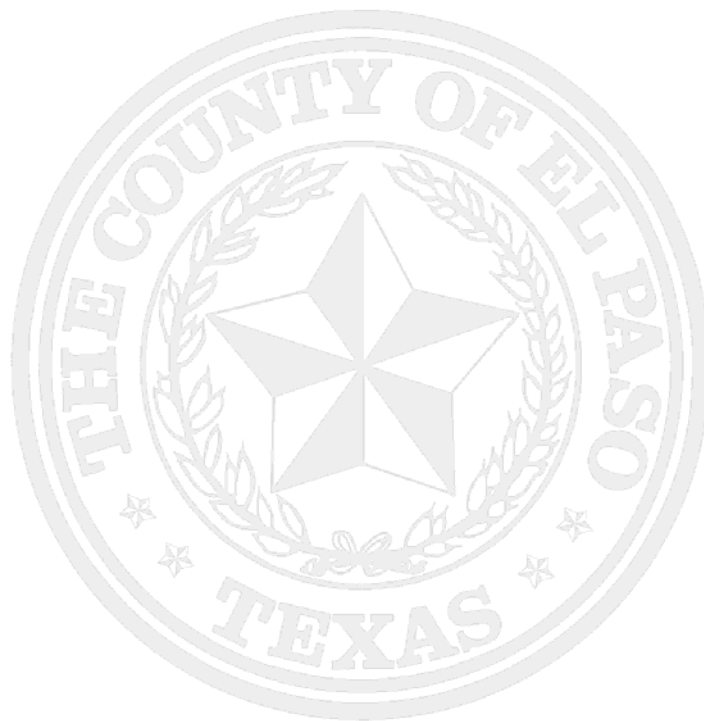
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

# **RFP Moving Services for the Sheriff's Office**

**RFP #07-143**



**Opening Date  
Wednesday, November 14, 2007**

# EL PASO COUNTY SHERIFF'S OFFICE

## *SPECIFICATION FOR MOVING SERVICES*

### **I. Moving Contractor's General Project Responsibilities**

**A.** Coordinating with the El Paso County Sheriff's Office Administration/ Building Committee Move Coordinators to successfully complete all scheduled move activities in accordance with *Exhibit A -- Tentative Move Schedule*, attached.

**B.** Moving Contractor shall furnish an overall Move Coordinator who will be assigned to the coordination phase of the work for the duration of this project. The designated person will be responsible for:

1. Meeting with all El Paso County Sheriff's Office (Tenant) Move Coordinators and instructing them on the proper labeling, tagging, and packing of all goods to be moved.
2. Work with the El Paso County Sheriff's Office (Tenant) Move Coordinators on scheduling of move.
3. Perform pre-move departmental "walk-throughs" to insure and advise El Paso County Sheriff's Office Tenants of needs for re-labeling and additional tagging.
4. The cost of the services of the Moving Contractor's Move Coordinator shall be rolled into the labor rates associated with the actual move. No individual invoice for the Move Coordinator will be accepted.
5. To maintain consistency throughout the project, the Moving Contractor shall not replace the Move Coordinator without prior written approval of the El Paso County Sheriff's Office, working through its agent the County of El Paso Purchasing Department.

C. Physical relocation of office furnishings, contents and equipment for approximately 122 El Paso County Sheriff's Office employees from the following Departments in accordance with *Exhibit B – Tenant Locations*, attached.

The following list is a brief summary of the Tenant to be moved:

**El Paso County Sheriff's Office**

To the new location at:

El Paso County Sheriff's Office Headquarters Building, 3850 Justice Drive, El Paso, Texas 79938

D. A brief overview of services required shall include:

1. Generally, there are two major anticipated parts to the move, all of which may be performed simultaneously or consecutively, as required by the El Paso County Sheriff's, acting through its Agent – El Paso County Purchasing Department: *The first part* is the *move* of the El Paso County Sheriff's Office Administration **Information Technology Systems** (Computer System, Printers, Televisions), Each of these systems will be *Disconnected and made ready for packing so they can be moved to the* El Paso County Sheriff's Office Headquarters Building, 3850 Justice Drive, El Paso, Texas 79938. **Information Technology Systems** which are under warranty to various vendors). Each of these systems will be *disconnected and packed* by the individual vendor(s) (the Warranty Vendor(s)) who currently carry the warranty(ies). The equipment will then be moved by those vendors to the El Paso County Sheriff's Office Headquarters Building, 3850 Justice Drive, El Paso, Texas 79938. The Moving Subcontractor *under the direction of the Warranty Vendor(s)*. Once at the El Paso County Sheriff's Office Headquarters Building, 3850 Justice Drive, El Paso, Texas 79938 and in the correction

location, the Warranty Vendor(s) will then assume the responsibility for the unpacking, set up and run-in of the specific piece of equipment.

2. ***The second part*** includes the *move of identified and tagged furnishings and files* to the El Paso County Sheriff's Office Headquarters Building, 3850 Justice Drive, El Paso, Texas 79938
3. Provide all boxes, packing materials and other required accessories for El Paso County Sheriff's office personnel to pack individual office contents (i.e. desks, files, book cases).
4. Placement of moved furniture and equipment as specified on office layouts. This includes leveling files and furniture as required, placing boxes properly to allow for unpacking, and assuring items are placed in the room or location for which it is tagged.
5. Assistance in unpacking and/or uncrating as may be required.
6. Moving Contractor to protect the premises of both origin and, upon move completion, remove used protection from the premises. Protection will include MASONITE for the floors of all major corridors, protection for walls in all major corridors, corner protection for high traffic areas, and protection for the interior and exterior facing of elevators, plus any additional protection deemed necessary by Tenant(s).
7. Moving Contractor to remove padding and crating from the premises.
8. All material handling equipment used in the interior of the building must be rubber wheel, padded and maintained free from grease and dirt.
9. Provide a crew for two days following each move phase for fine-tuning and the picking up and disposing of empty boxes.

*This item does require the Moving Contractor to properly dispose of, off-site, all empty boxes and packing materials – including those that may be provided by El Paso County Sheriff's Office employees.*

**E.** The Moving Contractor shall be responsible for inspecting the existing premise(s) as well as the receiving facilities, and shall acquaint himself with all conditions, including building access, availability of elevators projected at the time of the move, and any other difficulties which may be encountered, and the conditions, including safety precautions, under which the work must be accomplished.

**F.** The Moving Contractor will not be relieved from the responsibility of properly estimating the difficulties and the cost of performing the services required herein because of his failure to investigate the conditions or become acquainted with all information concerning the services to be performed.

## **II. Scope of Proposal**

**A.** The bid proposal shall be submitted in writing and include a statement assuring the El Paso County Sheriff's Office, acting through its agent – El Paso County Purchasing Department – of the bidder's commitment of equipment, personnel, and services needed for a successful move.

This statement shall be supported by the following information:

1. An estimate of the number of personnel expected to work during each phase of the move – include, in detail, the make up of the crew(s) that will be used in the move. This should also contain information such as supervisor / worker ratio, personnel classification associated with the crew, and status of personnel (full time, temporary, etc).

2. A listing of the small equipment, i.e. two-wheel dollies, four-wheel dollies, book carts, floor and wall protection, etc. intended for use during each phase of the move.

3. A listing of the major transport equipment, i.e. bob-tails, tractor- trailers, vans, etc. intended for use during each phase of move.

### **III. Basic Services Furnished by the Moving Contractor**

**A.** Moving Contractor shall furnish all supervision, labor, materials and supplies, including hand tools, to successfully complete all scheduled move activities; Moving Contractor must also have the flexibility needed to service any unscheduled move activity.

**B.** Packing and transporting all equipment (i.e. typewriters, office machines and personal computer equipment and television monitors) shall be in carts specifically designed for this type of equipment. All computer equipment will be transported in air-ride vans. A special crew shall be designated to handle these items at both origin and destination.

**C.** Moving Contractor, at his own expense, shall obtain any necessary permits, or other needed authority, required for the movement of property specified.

**D.** All property must be moved in closed vans and, when required, shall be protected against inclement weather when loading and unloading.

**E.** The Moving Contractor will furnish to the El Paso County Sheriff's Office through its Agent – El Paso County Purchasing Department – with a list of the total manpower and equipment to be used.

**F.** It is the Moving Contractor's responsibility to meet with the appropriate Move Coordinator(s) for a walk-through both before and after the move to assess damages.



**G.** A copy of any floor plans will be made available to the Moving Contractor upon a formal written request and at a nominal fee not to exceed \$35.00.

**H.** Labor pool employees who have not previously worked for Moving Contractor will not be accepted.

#### **IV. Pricing**

The El Paso County Sheriff's Office, acting through its Agent – El Paso County Purchasing Department – will define the scope of the move stage. Based on a detailed scope and "walk through," the Contractor shall submit a not-to exceed firm lump-sum bid to accomplish the move. The bid shall contain detailed breakdown of the equipment, labor and supplies needed. Upon acceptance of the not-to-exceed Lump Sum Bid by the El Paso County Sheriff's Office, acting through its Agent – El Paso County Purchasing Department -- no change in bid price will be allowed. Contractor must rely on his expertise to assure that sufficient labor and equipment are included in the not-to-exceed Lump Sum

Bid to complete the scope of work in the designated time frame.

#### **V. Proposal Response Form**

If additional space is needed to answer the following, please attach additional 8 ½ x 11 sheets.

Complete and return these four (4) pages with the necessary attachments.

A. Include a breakdown of the classification and number of all contractor personnel to be utilized to accomplish the move. If necessary, add categories to the list below.

**Classification Number**

Coordinator

Supervisor

Lead man

Helper

Packer

Security

Driver

B. Complete the following information regarding your equipment.

**Equipment Quantity**

Tractors

Straight vans

Trailers

Trailers (air ride)

Straight vans (air-ride)

Stair Crawlers

Pack Vans

4-Wheel Dollies

2-Wheel Dollies

Book Carts (single)

Book Carts (double)

## Equipment Quantity

Roll-A-Lifts

Spider Crane

2-Way Radios

Additional Equipment

(Explain) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C. State whether or not pricing includes a charge for travel time; if so, specify how much time will be charged.

D. Provide a Unit Rate Schedule for the following Include unit prices for any additional materials you feel may be required. Final charges will be paid for **only** the materials actually used. Credit must be given for materials returned unused and in satisfactory condition. Indicate sizes and/or quantities of items not already specified.

Size Cost

Medium Carton 3.1 cf

Large Carton 4.5 cf

Dishpack

1-Piece Wardrobe

Large Mirror Carton

Paper 50# bdl

Tape, Roll

Paper Pads

Bubble Wrap \_\_\_\_\_

Corrugated Paper, Roll

Labels, Roll

Stretch Wrap

E. Provide the following information for the not-to-exceed Lump Sum Bid:

1. Not-to-exceed Firm Bid for the move.
2. State the crew size (including type of personnel) for fine tuning two days following move.
3. Number of truck loads (define a truck load) required.
4. Specify the number of movers per supervisor and lead man.

F. Describe your procedures, policies and methods in case of any claim for damage to property or cargo.

G. Describe the size and schedule of all projects you have commitments for the next three months. Describe how you would deal with two or more simultaneous major relocations.

H. List the name of the project manager/move coordinator you will assign for this relocation and his/her qualifications including how long they have been in your employment. Include references with phone numbers from recent comparable relocations.

I. List the names of the supervisory personnel you will assign to this relocation and their experience or qualifications and how long they have been in your employment.

J. List major moves of similar size or character completed by your company within the last 24 months giving the following information for move:

1. Name of Company

2. Name and phone number of person to contact

3. Square footage of new space

4. Number of employees relocated

K. Complete the following information regarding your Company:

Employees Total

Supervisors

Movers

Drivers

Packers

Lead men

Coordinators

L. Furnish information on Employee Training, Safety Programs, and your Control

Substance and Drug Screening Program.

## **VI. Guidelines for Subcontractors**

A. The following guidelines will apply for the Moving Contractor performing work for the El Paso County Sheriff's Office:

1. Smoking is permitted in designated smoking areas only. **It is noted that El Paso County the El Paso County Sheriff's Office Headquarters Building, 3850 Justice Drive, El Paso, Texas 79938 and El Paso County Sheriff's Office/MDR Building 800 E. Overland, El Paso, Texas 79901 are designated "smoke-free" and smoking *will not* be allowed.**

2. A designated food and beverage area will be provided for all Moving Contractor's personnel. Consumption of food and beverages will be permitted only in this area. All Moving Contractor's personnel will be responsible for the removal of their trash from this area.
3. All Moving Contractor's personnel must be clearly identifiable by Moving Contractor's name and/or logo on their uniform or clothing. No one will be allowed access to facilities without proper identification and prior approval from the Move Coordinator.
4. Each Moving Contractor's supervisor will be responsible for identifying himself/herself and his/her personnel with the building security, when signing in and out.
5. All Moving Contractor's personnel must remain in the designated work area. Any person found outside these areas will be removed from the project for the duration.

## **VII. Insurance Requirements**

A. Moving Subcontractor shall furnish the El Paso County Purchasing Department – a written certificate, signed by insurer, evidencing that the following insurance is in force:

See attached ***Exhibit C*** - Insurance Requirements for Subcontractors

B. Moving Subcontractor shall be liable to El Paso County, Texas for any loss or damage to real property (IE: office furniture and fixtures) as determined by the involved El Paso County Sheriff's Office (Tenants), in the amount of the *full replacement value* per article.

C. Moving Subcontractor is responsible for all remediation costs associated with the repair of any damage to the **El Paso County the El Paso County Sheriff's Office Headquarters Building, 3850 Justice Drive, El Paso, Texas 79938 and El Paso County Sheriff's**

**Office/MDR Building 800 E. Overland, El Paso, Texas 79901** or any of the tenant office locations from which the Tenants were moved.

***Exhibit A – Tentative Move Schedule***

**FROM:** El Paso County Sheriff's Office/MDR Building 800 E. Overland, El Paso, Texas 79901

**TO:** El Paso County Sheriff's Office Headquarters Building, 3850 Justice Drive, El Paso, Texas 79938

***Stage One – (Floors 3& 4): Tentative December 10, 2007***

**MDR Building:**

1. **Administration** (*Sheriff, Chief Deputy, I.A., HR, CALEA, Grant Office, Paralegals, Legal Advisor, Public Affairs, Budget Director, Admin. Asst., Receptionist*) – 3<sup>rd</sup> Floor (All) {33 employees}
2. **Administration** (*Budget, Supply, Volunteer Office*) – 4th Floor (All)
3. **Patrol** – 4th Floor (All) {22 employees}

***Stage Two – (Floors 4):***

1. **Criminal Investigation Division** (Civil, Victim Services, IT and ID&R included) – 4<sup>th</sup> Floor (All) {67 employees}

+ CID interview room equipment will be relocated to new headquarters by original vendor Howell Electronics.

***(\*Tentative Date – To Be Confirmed)***

***Exhibit B –***

**El Paso County Sheriff's Office**

**Administration and Patrol Offices: (Stage One)**

*From:* El Paso County Sheriff's Office/MDR Building 800 E. Overland, El Paso, Texas 79901  
(Floors 3 and 4)

*To:* El Paso County Sheriff's Office Headquarters Building, 3850 Justice Drive, El Paso, Texas  
79938 (Floors 1 and 2)

**Criminal Investigation Division: (Stage Two)**

*From:* El Paso County Sheriff's Office/MDR Building 800 E. Overland, El Paso, Texas 79901  
(4<sup>th</sup> Floor)

*To:* El Paso County Sheriff's Office Headquarters Building, 3850 Justice Drive, El Paso, Texas  
79938 (Floors 1 and 2 partial)



## **Exhibit C**

### **Insurance Requirements for Moving Contractor and Subcontractors**

Provide throughout the Term at its expense, from insurance companies authorized to do business in Texas, Workers' Compensation Insurance, General Liability Insurance and Commercial Automobile Liability Insurance in the amounts set forth below, and cause the County to be named as an additional insured where appropriate, and furnish to the County certificates of insurance, not cancelable except upon ten (10) day's advance written notice to the County, certifying the maintenance of the following minimum amounts of insurance:

- (a) Workers' Compensation as required by statutory limits per Texas law.
- (b) Commercial General Liability which includes Bodily Injury and Property Damage Liability with a combined single limit of \$300,000 per occurrence and \$1,000,000 per person.
- (c) Commercial Automobile Liability, covering use of all owned, non-owned and hired vehicles with a combined single limit of liability of \$1,000,000 per occurrence for bodily injury and property damage.

## **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

# COUNTY OF EL PASO PURCHASING DEPARTMENT

---

COUNTY COURTHOUSE, 500 EAST SAN ANTONIO,  
ROOM PU500, EL PASO, TEXAS 79901  
(915) 546-2048, FAX: (915) 546-8180

PITI VASQUEZ, PURCHASING AGENT  
JOSE LOPEZ, JR. ASST. PURCHASING AGENT  
LUCY BALDERAMA, INVENTORY BID TECHNICIAN

## PROPOSAL 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 PROPOSAL, 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 PROPOSAL; THE WAIVER BY EL PASO COUNTY OF ANY REQUIREMENTS UNDER THE PROPOSAL DOCUMENTS OR THE CONTRACT DOCUMENTS; THE ACCEPTANCE OR REJECTION OF ANY PROPOSAL; AND THE AWARD OF THE CONTRACT.
2. Proposal must be in the Purchasing Department **BEFORE** the hour and date specified. Faxed proposals will not be accepted.
3. Late proposals properly identified will be returned to bidder unopened. Late proposals will not be considered under any circumstances.
4. All proposals are for new equipment or merchandise unless otherwise specified (merchandise only).
5. Quotes F.O.B. destination. If otherwise, show exact cost to deliver (merchandise only).
6. Proposal unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. RFP subject to unlimited price increases will not be considered.
7. Proposals must give full firm name and address of offeror. Failure to manually sign the proposal 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 for merchandise.
9. The County reserves the right to accept or reject all or any part of the proposal, waive minor technicalities and award the proposal to the lowest responsible proposer. The County of El Paso reserves the right to award by item or by total proposal. Prices should be itemized.
10. RFP \$100,000.00 and over, the proposer 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 (merchandise only).
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 RFP 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:
  - 1) A PERFORMANCE BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$100,000; AND
  - 2) 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: RFP #07-143, RFP Moving Services for the Sheriff's Office

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 Peter Gutierrez, Buyer II Rick Glancey, Public Information Officer Angel Colorado, Commander Lucille Samuel, Budget Procurement Supervisor Gomecindo Lopez, Lieutenant Lucy Balderama, Inventory Bid Technician Linda Gonzalez, Inventory Bid Technician

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

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

## 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

☐

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

Page 2

5

**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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) serves as an officer or director; or

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

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

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

(A) is a local government officer; and

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

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

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

- (1) September 1 of each year in which an activity described by Subsection (a) is pending; and
- (2) the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.
- (e) A person is not required to file an updated completed questionnaire under Subsection (d)(1) in a year if the person has filed a questionnaire under Subsection (c) or (d)(2) on or after June 1, but before September 1, of that year.
- (f) A person commits an offense if the person violates this section. An offense under this subsection is a Class C misdemeanor.
- (g) It is a defense to prosecution under Subsection (f) that the person filed the required questionnaire not later than the seventh business day after the date the person received notice of the violation.

---

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

§ 176.001. Definitions

In this chapter:

- (1) "Commission" means the Texas Ethics Commission.
- (2) "Family member" means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573, Government Code.
- (3) "Local governmental entity" means a county, municipality, school district, junior college district, or other political subdivision of this state or a local government corporation, board, commission, district, or authority to which a member is appointed by the commissioners court of a county, the mayor of a municipality, or the governing body of a municipality. The term does not include an association, corporation, or organization of governmental entities organized to provide to its members education, assistance, products, or services or to represent its members before the legislative, administrative, or judicial branches of the state or federal government.
- (4) "Local government officer" means:
  - (A) a member of the governing body of a local governmental entity; or
  - (B) a director, superintendent, administrator, president, or other person designated as the executive officer of the local governmental entity.
- (5) "Records administrator" means the director, county clerk, municipal secretary, superintendent, or other person responsible for maintaining the records of the local governmental entity.

# COUNTY OF EL PASO, TEXAS

## Check List

### RFP Moving Services for the Sheriff's Office RFP #07-143

---

#### THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

- \_\_\_\_\_ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Wednesday, November 14, 2007. Did you visit our website ([www.epcounty.com](http://www.epcounty.com)) for any addendums?
- \_\_\_\_\_ Did you sign the Bidding Schedule?
- \_\_\_\_\_ Did you sign the "Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Nondiscrimination Status And Implementing Regulations" document?
- \_\_\_\_\_ Did you sign the "Consideration of Insurance Benefits" form?
- \_\_\_\_\_ Did you file a copy of the completed Conflict of Interest Questionnaire (Form CIQ) with the El Paso County Clerk (in person or by mail to 500 E. San Antonio, Suite 105, El Paso, TX 79901 or by fax to 915-546-2012 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?
-