



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 28, 2007** to be opened at the County Purchasing Office the same date for **(RFP) X-Ray System Maintenance Service for the Sheriff's Office**. **A pre-bid conference will be held on Tuesday, November 13, 2007 at 10:00 a.m. in the Purchasing Conference Room located at 500 East San Antonio, Room 500, El Paso, Texas 79901.**

Proposals must be in a sealed envelope and marked:

**"Proposals to be opened November 28, 2007
(RFP) X-Ray System Maintenance Service for the Sheriff's Office
RFP Number 07-147"**

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 20, 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

Description – RFP # 07-147 (RFP) X-Ray System Maintenance Service for the Sheriff's Office Vendor must meet or exceed specifications
TOTAL COST
\$
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.

Company

Address

Federal Tax Identification No.

City, State, Zip Code

CIQ Confirmation Number

CIQ Sent Date

Representative Name & Title

Telephone & Fax Number

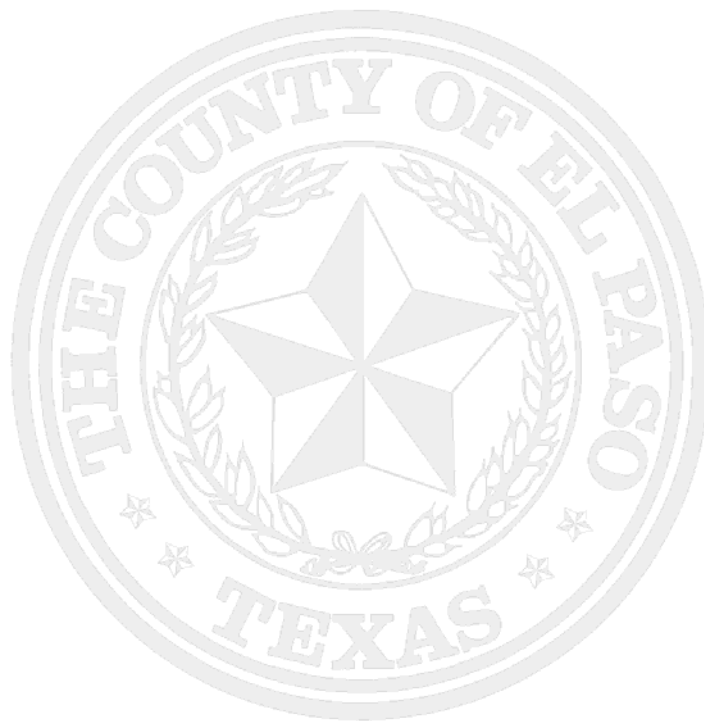
Signature

Date

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

(RFP) X-Ray System Maintenance Service for the Sheriff's Office

RFP #07-147



**Opening Date
Wednesday, November 28, 2007**

Specifications for the X-Ray Systems Service Agreement

Four x-ray systems, located at the listed location, shall be serviced under this service agreement: 500 E. San Antonio, El Paso, TX 79901

1.1 General Service

Under this contract, the contractor shall supply the listed services:

- 24-hr/day, 7-day/week emergency repair service
- All necessary repair parts
- All service labor
- All travel and subsistence expenses
- All freight charges
- One annual preventative maintenance inspection
- One annual radiation safety survey and preparation of FAA Form 1650-17
- All required programming
- Software upgrades
- Charges for rental equipment

1.2 The contractor shall conduct all work and repairs in strict compliance with the requirements outlined by the Texas Department of Health, Bureau of Radiation Control, and Industrial Radiation machines.

1.3 Service personnel shall be qualified to accomplish all work promptly and satisfactorily. The Owner's Representative shall be advised in writing of the name of the designated service representative, and of any changes in personnel.

1.4 Scheduled Work

The Contractor shall perform two inspections at 6-month intervals or less. This work shall be performed during regular working hours, Monday through Friday, excluding legal holidays. These inspections shall include:

- a. Visual and Mechanical
 - Vacuum systems interior and exterior
 - Lubricate conveyor rollers
 - Inspect condition of conveyor belt and lacing
 - Adjust conveyor belt tension
 - Inspect conditions of x-ray sensor dust shields
 - Inspect for x-ray generator oil leaks
 - Align and clean optical sense modules
 - Test indicator lamps for proper operations

- b. Electronic
 - Adjust x-ray tube voltage and current
 - Test operator control panel
 - Adjust monitors
 - Inspect conveyor relays
 - Adjust power supply voltage
 - Collimate x-ray beam
 - Verify x-ray image & resolution
- c. Operational Safety
 - Inspect AC line cords for damage and test for proper grounding
 - Inspect finger guards and/or pop-out rollers
 - Verify conveyor under panels are securely attached
 - Test Emergency Stop Switches
- d. Radiation Safety
 - Measure radiation dose per inspection (annual)
 - Test all safety interlocks for proper operation
 - Measure external radiation emission (annual)
 - Test all "x-ray on" indicators for proper operations
 - Inspect conditions of lead curtains
 - Inspect operator foot-mat for conditions and test for proper operation
 - Preparation of FAA Form 1650-17
- e. Resolve any previous outstanding problems

1.5 Emergency Service

The Owner's Representative will initiate a service call when one of the x-ray systems is not functioning properly.

Qualified personnel shall be dispatched to repair a malfunctioning unit. The engineer responding to service calls shall be qualified to perform maintenance on equipment and shall possess a minimum of 2 years hands-on experience repairing x-ray screening systems.

The engineer shall supply all tools, parts and test equipment to repair the system.

The Owner's Representative shall be furnished with a telephone number where the service supervisor can be reached at all times.

The contractor shall provide a 24-hr/day, 7-day/week emergency repair service after the owner filed a proper complaint.

1.6 Records and Logs

The Contractor shall keep accurate records and logs of all work performed under this contract. A continuous log shall be maintained for all x-ray units. The log shall contain calibration, repair, and programming data. Complete logs shall be kept and shall be available for inspection on site, demonstrating that planned and systematic adjustments and repairs have been accomplished for the x-ray systems.

1.7 Work Requests

The Contractor shall separately record each request for service, as received. The form shall include the serial number identifying the component involved, its location, date and time the call was received, nature of trouble, names of the service personnel assigned to the task, instructions describing what has to be done, the amount and nature of the materials to be used, the time and date work started, and the time and date of completion. The Contractor shall deliver a record of the work performed within 5 days after the work was completed.

1.8 System Modifications

The Contractor shall make any recommendations for system modification in writing to the Owner's Representative. No system modifications, including operating parameters and control settings, shall be made without prior approval of the Owner's Representative.

1.9 Programming / Software

The Contractor shall recommend all software updates to the Owner's Representative for approval. Upon approval, updates shall be accomplished in a timely manner.

1.10 Vandalism / Misuse / Abuse / Neglect

Parts subject to vandalism may be excluded if vandalized. Conditions caused by normal wear and tear may not be excluded, unless specifically listed in the submittals. The contractor may exclude malfunctions or damages caused by misuse, abuse, neglect or acts of nature.

Equipment List

1 each	Linescan® 222 Compact Unit EG&G Astrophysics	1 Monitor Color, 17"	Serial Number 53392R	Model Number SYS 222S, LS3
1 each	Linescan® 210 L3 Communications	2 Monitors Color, 17"	Serial Number 151543	Model Number SYS 210E, LS3
1 each	Linescan® 110 EG&G Astrophysics	1 Monitor Color, 17"	Serial Number 52078	Model Number SYS 110E -DV, LS5
1 each	Linescan® 110 EG&G Astrophysics	1 Monitor Color, 17"	Serial Number 52099	Model Number SYS 110S, LS3

Compensation and Invoices

Unless otherwise agreed upon in writing by the parties, the County's maximum liability for all services performed during the term of this Agreement shall not exceed the amount awarded with the purchase order.

The Contractor shall be compensated at the rates provided and at the intervals set forth in final award documents.

The compensation paid to Contractor under this Agreement includes all fees and expenses incurred while performing services under this agreement.

The County shall pay the Contractor within 30 days following receipt of each invoice.

The contractor shall invoice the service contract with one invoice every 3 months, 4 invoices per year.

1. Independent Contractor

The Contractor is an independent contractor, and neither the Contractor nor Contractor's staff is, or shall be deemed, county employees.

2. Termination of Agreement

If at any time after commencement of the services required by this Agreement, the County shall, in its sole reasonable judgment, determine that such services are inadequate, unsatisfactory, no longer needed or substantially not conforming to the descriptions, warranties or representations contained in this Agreement, the County may terminate this Agreement upon 30 days written notice to Contractor.

3. Indemnification

The Contractor agrees to indemnify and hold the County, its officers, agents, and employees harmless against, any claims, demands, damages, costs, and expenses (including reasonable attorney's fees for defending the claims and demands) for injury or damage to the person or property of any other party arising out of any act or failure to act by the Contractor, its officers, agents, contractors, or employees, or the condition of any equipment owned by the Contractor.

4. General Provisions

(a) Sole agreement: This is the entire Agreement between the Contractor and the County. No contract or proposal submitted by the contractor shall supersede the requirements outlined in these specifications.

b) Severability: If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in full force and effect.

c) Applicable law: The laws of the State of Texas will govern this Agreement, and venue shall be El Paso County. The contractor shall agree that the exclusive venue for any disputes between the Contractor and the County of El Paso and/or the El Paso County Sheriff's Department shall be in the County of El Paso, State of Texas.

(d) Notices: All notices and other communications given in connection with this Agreement shall be in writing and shall be deemed given as follows:

To County:

County Judge
El Paso County
500 E. San Antonio
El Paso, Texas 79905

With copy to:
Leo Samaniego, Sheriff
El Paso County
800 E. Overland 3rd Floor
El Paso, Texas 79901

To Contractor: Company Name and Address of Contractor

Notices shall be deemed given when delivered personally to the recipient's address, or three days after being deposited in the United States mails, postage prepaid to the recipient's address.

(e) No partnership: This Agreement does not create a partnership relationship; the Contractor does not have authority to enter into contracts on behalf of the County.

(f) Assignment: The Contractor may not assign its rights or obligations under this Agreement without the County's prior written consent. The County may freely assign its rights and obligations under this Agreement.

g) Amendment: This agreement may not be amended or modified except by a writing executed by both parties hereto.

(h) Contract Price: The contract price shall be fixed and shall not require any adjustments.

Contract Period

- The contractor shall submit a proposal for a one -year service agreement.
- The contract agreement shall coincide with the El Paso County's fiscal budget year, October 1st through September 30th.
- The contractor may not alter the contract run-time, cancellation options or any other requirement outlined in these specifications.

Contingent Funding Availability Clause

* _____ acknowledges that the County of El Paso is a political subdivision of the State of Texas, and as such adopts its budget according to the laws of the State of Texas for a period of one year beginning on October 1st and terminating on September 30th of each year. In the event that the County does not intend to include sufficient funds in its next annual budget, in any fiscal year during the term of this Agreement, for the payment of its obligations hereunder, the County may terminate this Agreement without penalty or further payment, upon 30 days written notice to * _____ to be effective on September 30th of the then current fiscal year.

(* Blanks to be filled in by the bidder)

Bond Requirements

As outlined in the requirements supplied by the County of El Paso Purchasing Department

Automobile Liability Insurance

The contractor shall provide and maintain Automobile Liability Insurance for contractor owned or operated motor vehicles operating on property of the County of El Paso.

Limits:

Shall meet or exceed the requirements outlined by the State of Texas.

COUNTY OF EL PASO, TEXAS

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

Instructions for the certifications:

General Requirements

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

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

1. LOBBYING

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

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

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

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

1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

2. DRUG-FREE WORKPLACE

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

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

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

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

- (1) The dangers of drug abuse in the workplace;
- (2) The applicant's policy of maintaining a drug free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

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

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee must

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The County of El Paso, Texas, 500 East San Antonio Street, Suite 406, El Paso, Texas 79901. Notice shall include the identification number of each affected grant

(f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

3. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-129)

The Applicant certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 ec seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

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
LINDA GONZALEZ, 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 #07-147, (RFP) X-Ray System Maintenance Service 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
Linda Gonzalez, Inventory Bid Technician
Lucy Balderama, Inventory Bid Technician
Jerry Avila, Detention Facility Maintenance
Horst Graefe, Maintenance Dept. Electronic Systems Specialist

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

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) X-Ray System Maintenance Service for the Sheriff's Office RFP #07-147

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

- _____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Wednesday, November 28, 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?
-