



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

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### **Notice to Interested Parties**

Sealed bids will be received at the County Purchasing Department, 800 E. Overland, Suite 300, El Paso, Texas 79901 before 2:00 p.m., Monday, June 16, 2014 to be opened at the County Purchasing Office the same date for Voice Over Internet Protocol (VOIP) for the Ascarate Annex Building.

**Bids must be in a sealed envelope and marked:  
"Bid to be opened Monday, June 16, 2014  
Voice Over Internet Protocol (VOIP)  
for the Ascarate Annex Building  
Bid #14-025"**

**Do not contact the requesting department. Any questions or additional information required by interested vendors must be emailed to: [bidquestions@epcounty.com](mailto:bidquestions@epcounty.com) before Thursday, June 5, 2014 at 12:00 p.m. Bid number and title must be on the "Subject Line" of the email. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.**

Any changes in the specifications will be posted on the County website as an addendum. It shall be the proposer's responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted. Website: [www.epcounty.com](http://www.epcounty.com); Bids and more.

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

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

**KENNIE DOWNING**  
Purchasing Agent

# El Paso County Code of Ethics Training Affidavit

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

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

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

What is a vendor:

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

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

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

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

## El Paso County Code of Ethics Training Affidavit (continued)

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

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

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

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

\_\_\_\_\_  
(Company name)

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

Name\_\_\_\_\_

Title\_\_\_\_\_

Company Name\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_  
Signature\_\_\_\_\_

Date\_\_\_\_\_



**EL PASO COUNTY PURCHASING DEPARTMENT  
800 E. OVERLAND AVE., ROOM 300  
EL PASO, TEXAS 79901  
(915) 546-2048  
FAX: (915) 546-8180**

**Memorandum**

**To:** All Vendors

**Subject:** County Purchasing New Vendor/Bid System & Online Vendor Registration

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

All vendors wishing to receive or continue to receive bid notifications must register in this new system at [www.epcounty.com](http://www.epcounty.com). /Bids & More/Vendors List. Thank you for your cooperation. If you have any questions please contact Sally Borrego at (915)546-2048.

## EL PASO COUNTY SIGNATURE PAGE

<p style="text-align: center;"><b>Description – Bid #14-025</b> <b>Voice Over Internet Protocol (VOIP)</b> <b>for the Ascarate Annex Building</b> 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. <b>Please submit one (1) original copy and five (5) CD copies in Word/PDF Format of your bid. CD copies must reflect the original hard copy.</b></p>

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

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

_____ Company	_____ Mailing Address
_____ Federal Tax Identification No.	_____ City, State, Zip Code
_____ DUNS Number (Applicable to Grant Funded Project)	_____
_____ Representative Name & Title	_____ Telephone Number include area code
_____ Signature	_____ Fax Number include area code
_____ Date	_____ Email Address

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

# **Voice Over Internet Protocol (VOIP) for the Ascarate Annex Building**

**Bid #14-025**



**Opening Date  
Monday, June 16, 2014**

## **SECTION 1: REQUIREMENTS AND GUIDELINES**

### **INTRODUCTION**

The purpose of this request is to solicit bid for the Ascarate Annex VOIP SYSTEM. The solution must include voice communications, voicemail capabilities, UPS, CDR (remote manager for existing Tapit Nova) remote manager, support 100 IP sets and to include 4 BM12 (add on modules) plus have 1 PRI (a minimum of 23 channels primary rate interface) and 8 analog loop -start ports for connection to the exchange carrier. In the future, the proposed system must be able to integrate and leverage the current Nortel CS1000E Release 7.6 platform currently situated at the County Courthouse and have the capability to merge both systems. The proposed system must be able to deliver a local redundant system, in which it must be flexible, adaptable, and scalable for Session Initiation Protocol (SIP) session management as well as providing access to H.323, UNISTIM, analog and digital, devices. All items need to be new and identified for functions relative to the proposed systems operations and for future build-out needs. Submissions must include product literature that describes the features and benefits of the equipment, software and services being proposed.

### **1. SCHEDULE**

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

<b>Events</b>	<b>Dates</b>
Release/Advertise	May 2014
Responses Due	June 16, 2014
Vendor Selection and Award	June 2014
Notice to Proceed	July 2014

### **2. VENDOR QUALIFICATION**

The County will evaluate bid only from vendors that are authorized partner distributor, proven successful experience in the assembly, configuration and installation of the products and services requested in this bid. The vendor's response to this bid solicitation must document and qualify this experience. Preferred parameters for this documentation should include:

- Authorized partner distributor, certified service provider, etc. (indicate manufacturers and status as well as requirements to reach and maintain that status);
- Years of experience (indicate manufacturer);
- Volume of equipment installed per manufacturer/product;
- Credentials of individuals scheduled to perform the outlined services;
- Training programs established by the vendor for employees and customers and credentials of personnel that will perform the training.

### **3. SUBMITTAL INFORMATION**

Vendors that have submitted bid are considered earnest participants and must conform to the following processes after submission.

### **3.1 SUBMITTALS**

All prospective VENDORS must submit one (1) original and five (5) DVD or CD copies of their bid, contract(s), terms and conditions for this project.

### **3.2 PRICING AND COSTS**

The COUNTY believes the numbers used as item quantities on the Bid Price Sheet are a reasonably accurate estimate; however, the actual quantity may be more or less than the estimate. The bidder is expected to offer a complete turnkey system in compliance with these specifications. Bidder may find it necessary to propose additional equipment above and beyond the equipment listed on the Bid Price Sheet in order to achieve full functionality of the proposed VOIP. Any additional equipment and/or services should be added to the Bid Price Sheet and itemized. As this project is considered "new construction", **Prevailing Wages shall apply.**

## **4. RESPONSE FORMAT**

VENDOR responses to the SOLICITATION must follow the forms and format provided in **Appendix A**. 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. Please refer to Appendix A for further explanations of each section.

## **5. VENDOR REFERENCES**

Bid must include references of other entities that are currently utilizing the proposed equipment. The references are mandatory. The references must clearly establish that the proposed equipment is in production usage. The COUNTY is interested in receiving quality service on the listed equipment. The references must include projects that are similar to the COUNTY project in terms of scope and complexity.

## **6. VENDOR DEMONSTRATIONS**

The COUNTY reserves the right to seek clarification or additional information from any vendor throughout the solicitation process, including a demonstration of the equipment proposed. The COUNTY may require a VENDOR's representative to answer questions during the evaluation process with regard to the VENDOR's bid. Failure of a bidder to demonstrate that the claims made in its bid are in fact true may be sufficient cause for deeming a bid non-responsive. If the Evaluation Committee requests a demonstration of the proposed equipment, the demonstration will be arranged by the VENDOR at a site that is agreeable to the COUNTY.

## **7. EVALUATION PROCESS**

All responses received in compliance with the terms and conditions of this bid will be reviewed and evaluated by an Evaluation Committee. The Evaluation committee will be comprised of members from the Information Technology Department and the department stakeholders. Award will be based on the lowest, responsive and best bid that meets the needs of the county. The COUNTY reserves the right, in its sole discretion, to reject any bid whose price is outside of the



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

## **8. NON-RESPONSIVE BIDS**

Any bid that does not directly address the needs of The COUNTY as described in the SOLICITATION will be considered non-responsive and will not be considered. A proposal that does not prove the VENDOR's ability to furnish a suitable solution, suitable experience and references, as well as response to the equipment requirements in the SOLICITATION, will not be considered.

## **9. AWARD**

The Evaluation Committee will make a final recommendation for award of the contract by Commissioners Court. THE COUNTY reserves the right to make only one award, multiple awards or to reject any or all bids submitted in whole or in part. THE COUNTY further reserves the right to make no award and to modify or cancel, in whole or in part, this bid.

## **SECTION 2: SPECIFICATIONS**

### **1. INTENT**

The County of El Paso ("County") is issuing this bid to qualified companies with the ability to provide a new VOIP SYSTEM for the Ascarate Annex. The Ascarate Annex, located at 301 Manny Martinez, El Paso TX 79905 is currently under renovation and is expected to be completed approximately August 2014. The solution must include voice communications, voicemail, UPS (Battery Backup), and the capacity to support 100 9608 model Internet Protocol (IP) sets including 4 BM12 for 9608 (sets might be purchased by the County). Data racks will be provided by the cabling contractor. The proposed solution must provide capacity for 23 channels Primary Rate Interface (PRI) and 8 analog loop-start ports for connection to the exchange carrier. The El Paso County Telecommunication future roadmap is to integrate proposed VOIP system with our current Avaya/Nortel CS1000E Release 7.6 platform located at the Downtown Courthouse using Avaya Session Manager. The proposed system must be able to provide a local redundant system for 100 Internet Protocol (IP) sets. The system must also be flexible, adaptable, and scalable for Session Initiation Protocol (SIP) session management (at this time no sip licenses will be required) as well as providing access to H.323, Unified Networks IP Stimulus (UNISTIM), analog and digital devices. All items need to be identified for functions relative to the proposed systems operations and for future build-out needs. Submissions must include product literature that describes the features and benefits of the equipment, software and services being proposed.

MINIMUM SPECIFICATIONS: The specifications listed are to be interpreted as meeting the minimum required by the COUNTY. VENDOR commits to provide goods/services that are consistent with the COUNTY's specifications in every regard unless an exception is clearly noted. The COUNTY may accept a bid subject to an exception if, in the sole judgment of the COUNTY, the bid meets or exceeds the COUNTY's specifications. If the goods/services offered do not meet or exceed the COUNTY's specifications because of the exception, the COUNTY will consider the bid non-responsive.

## **2. CURRENT ENVIRONMENT AND STANDARDS**

The COUNTY currently has a Nortel/Avaya CS1000E Release 7.6 with Callpilot Release 5.0 voicemail system, 5 t1's, and CDR (Tapit). If the COUNTY determines that a competing product does not meet the current standards, and it is not in the best interest of the COUNTY to invest into the product, or the product would require additional resources to install, train or operate, thereby indirectly impacting operating budgets, they have the option to disqualify the Vendors proposal.

## **3. VENDOR AND EQUIPMENT SPECIFICATIONS**

Vendor shall provide a turnkey complete new VOIP PBX with system redundancy and the capacity to support 1 PRI, CDR (remote manager for Tapit Nova), 100 IP sets, one and three year costs of (Avaya Pass Plus/Pass Basic), 1 hour UPS (Battery Backup). Any bid submitted without a detailed list of parts will not be considered. Product literature that describes the features and benefits of the proposed new equipment and software must be included. Software and hardware including all services must be included. Installation must meet all Building Industry Consulting Services International (BICSI) standards. **The County will provide POE switches.**

### **3.1 HARDWARE WARRANTY**

Standard for new hardware warranty will apply.

### **3.2 HARDWARE/SOFTWARE MAINTENANCE**

The bid must contain a maintenance contract that includes preventative maintenance, on-site next business day service calls, parts, and travel, beginning on the day of installation. County is seeking a cost for a one year and a three-year maintenance contract.

### **3.3 HARDWARE/SOFTWARE PHONE SUPPORT**

The bid must include cost options for hardware and software phone support. Provide a one year and a three year cost:

- 1) 24/7 hardware and software maintenance support options and
- 2) 8-5 Monday thru Sunday maintenance support options

### **3.4 DOCUMENTATION**

The documentation must be comprehensive. The vendor shall provide one electronic copy of the documentation and user guide(s) for the proposed solution.

### **3.5 DELIVERY AND INSTALLATION**

Vendor must be able to provide for delivery of the proposed system within 30 to 60 days after award. Selected vendor must assure that the Telecommunication installation meets manufacturer's electrical, grounding and environmental specifications.

#### **4. RETURN POLICY / DEFECTIVE PRODUCTS**

All equipment shall be guaranteed to be new and to perform to the manufacturer's specifications and VENDOR shall warranty the equipment against defects in installation, materials, and workmanship.

#### **5. ADDITIONAL CONSIDERATIONS**

##### **5.1 TRAINING PLAN**

Vendor will provide station administration and voice mail programming training for the proposed VOIP SYSTEM for three County employees, as well as providing credentials with the bid for personnel that will conduct the training.

##### **5.2 TRAINING MATERIALS**

All manufacturers provided training manuals and associated material will be provided by selected vendor.

##### **5.3 TOTAL COSTS**

The vendor must provide detailed Unit Costs and Total costs of the proposed equipment on the Bid Price Sheet or equivalent. Vendor must deliver a complete installation, integration, testing and provide a turnkey solution to the County. All documentation, networking voip equipment/hardware, software, travel, training, labor, installation, maintenance and shipping must be priced separately. These costs will be summarized and presented on one page.

##### **5.4 THIRD PARTY COSTS**

The costs for third party items to meet the project specification, such as new or additional networking voip equipment/hardware, personal computers and or software or maintenance, should be included in the proposal.

## **Appendix A**

### **Response Format**

1. VENDORS should submit a complete bid in the format described on the following pages. VENDORS must provide enough information with their response to constitute a definite, firm, unqualified and unconditional offer. Irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous are not acceptable and may result in the bid being deemed non-responsive.

### **SECTIONS**

- A. EL PASO COUNTY SIGNATURE PAGE (Must be the first page of your bid)
- B. VENDOR REFERENCES
- C. BUSINESS INFORMATION AND FINANCIAL STABILITY
- D. SUPPORT, MAINTENANCE, WARRANTY and DELIVERY
- E. PRICING SHEET

## SECTION A

### EL PASO COUNTY SIGNATURE PAGE

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 – BID #
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. <b>Please submit one (1) original copy and three (3) copies of your bid.</b>

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
DUNS Number

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

## **SECTION B**

### **VENDOR REFERENCES**

The VENDOR will provide three (3) current references of companies whom they have provided similar systems as described in this bid. References shall include the following:

1. Name of organization
2. Products and Services provided
3. Installation date
4. Contact name, title, address, telephone number, e-mail

## **SECTION C**

### **BUSINESS INFORMATION AND FINANCIAL STABILITY**

The VENDOR shall submit the following information:

1. Official name and address. Indicate what type of entity, e.g. corporation, company, etc.
2. 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.
3. Total number of years VENDOR has been in business and, if applicable, number of years under the present business name.
4. Number of years' experience the VENDOR has had in providing equivalent products and services.
5. 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.
6. Proof of financial stability.
7. Copies of licenses/permits required to perform installations.
8. Proof of current liability insurance as required in this bid.
9. Proof that company is an authorized partner distributor, certified service provider of the manufacturer they are offering in this bid.

## **SECTION D**

### **SUPPORT, WARRANTY, MAINTENANCE and DELIVERY**

In this section the VENDOR will provide a copy and description of the warranties associated with the proposed equipment/hardware and software.

1. Provide a complete description of the warranties, on-going maintenance services that are provided by VENDOR or provided by the Manufacturer. It is the vendors responsibility to clearly define who the COUNTY should contact for any questions or issues regarding warranties or maintenance.
2. In this section the VENDOR shall provide information on direct phone support. It is the vendors responsibility to clearly define who the COUNTY should contact for first level support on product failures or parts and labor.
3. In this section, the VENDOR shall provide information regarding the availability of Product and a preliminary delivery schedule.
  - a. The COUNTY is interested in product availability and quantities on hand.
  - b. Delivery and completion timelines
4. Anticipate start date is end of June 2014. Upon award vendor must start project within two weeks and complete project in two weeks.



## SECTION E

### Bid Price Sheet

**BID #14-025**  
**Voice Over Internet Protocol**  
**for the Ascarate Annex Building**

#### Equipment and Services

*Please refer to the technical specifications for requested quantities.*

QUANTITY	PART #	ITEM DESCRIPTION	Unit Price	Total Price
1		Media Gateway		
1		Media Server		
1		Voicemail System		
1		CDR (Tapit Remote Manager system for sites)		
100		IP Telephone Sets Model Avaya 9608 with 4 BM12 96xx series (Optional)		
		<b>Other Miscellaneous equipment</b>		
		Installation Costs		
		<b>TOTAL MATERIAL AND LABOR COSTS</b>		
		One Year Maintenance Contract Avaya Basic Pass		
		One Year Maintenance Contract Avaya Pass Plus		
		Three Year Maintenance Contract Avaya Basic Pass		
		Three Year Maintenance Contract Avaya Pass Plus		
		Optional Phone support – 24/7 (One Year)		
		Optional Phone support – 24/7 (Three Year)		
		Optional Phone support – 8/5 Monday - Sunday (One Year)		
		Optional Phone support – 8/5 Monday – Sunday (Three Year)		

## Appendix B

### EVALUATION CRITERIA

<u>1</u>	Lowest Cost for Products/Service As requested and quantified in Section E	50 Points
<u>2</u>	Extent to which the Goods or Services Meet the County's Needs in the form of: <ul style="list-style-type: none"><li>• Proposed Materials</li><li>• Manufacturer software Maintenance 1yr. and 3 yrs.</li></ul>	15 Points 15 Points
<u>3</u>	Vendors Qualifications and Experience, determined by: <ul style="list-style-type: none"><li>• Licenses</li><li>• Described company and staff experience</li><li>• 3 References</li></ul>	10 Points 10 Points
<b>Total</b>		100 Points

## **General Provisions**

### **County of El Paso, Texas**

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

#### **1. BID PACKAGE**

- a. The bid, general and special provisions, drawings, specifications/line item details, contract documents and the bid sheet are all considered part of the bid package. Bids must be submitted on the forms provided by the County, including the bid sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the bid sheet/contract page (s) may disqualify the bid from being considered by Commissioners’ Court. Any individual signing on behalf of the bid expressly affirms that he or she is duly authorized to tender this bid and to sign the bid sheet/contract under the terms and conditions in this bid. Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners’ Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid. Changes must also be made to any electronic copies submitted. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bid procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful bidder will execute with the County.
- b. **Bid must be in the Purchasing Department BEFORE the hour and date specified. Faxed or e-mailed bids will not be accepted. Late bids will not be considered under any circumstances.**
- c. Any bid sent via express mail or overnight delivery must have the Bid number and title clearly marked on the outside of the envelope or package. Failure to clearly identify your bid may be cause for disqualification.

#### **2. COMPETITIVENESS AND INTEGRITY**

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, bidders are to direct all communications regarding this bid to the El Paso County Purchasing Agent or assigned designee, unless otherwise specifically noted.

An authorized person from the submitting firm must sign all bids. The signature acknowledges that the bidder has read the bid documents thoroughly before submitting a bid and will fulfill the obligations in accordance to the terms, conditions, and specifications.

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

#### **3. BIDDER’S RESPONSIBILITY**

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

- Have been in business of providing services for a minimum of 5 years;

- Have adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this bid;
- Have satisfactory record of performance;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.

#### **4. REJECTION OF BIDS**

The County, acting through its Commissioners' Court reserves the right to: (1) reject any and all bids and waive any informality in the bids received; (2) disregard the bid of any bidder determined to be not responsible. The County further reserves the right to reject any bid due to failure of performance on deliveries as determined in writing by the County Purchasing Agent.

#### **5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**

It is the responsibility of the prospective bidder to review the entire invitation to bid packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or bid procedures must be received in the Purchasing Department no less than seventy-two hours prior to the time set for bid opening. Vendors are to propose as specified herein or propose an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that the County of El Paso is seeking.

Under Local Gov't Code Section 262.005 and Health & Safety Code Section 361.426, the County is required to give preference to products made of recycled materials if they meet specs. The County is also required to encourage the use of recycled products in developing new procedures and specs. They are also required to eliminate procedures and specifications that explicitly discriminate against products made of recycled materials.

#### **6. SUBSTITUTES**

It is not the County's intent to discriminate against any material of equal merit to those specified however, should the bidder desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued.

#### **7. EXCEPTIONS TO BID**

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

The Bidder must specify in its bid any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the bid and should indicate its possible or actual advantage to the program being offered.

The County reserved the right to offer these alternatives to other bidders.

## **8. PRICING**

Bids for equipment shall offer new (unused) equipment or merchandise unless otherwise specified. Quotes F.O.B. destination. If otherwise, show exact cost to deliver (merchandise only). Bid will be either lump sum or unit prices as shown on the bid sheet. The net price will be delivered to the El Paso County, including all freight or shipping charges. In case of error in extension, unit prices shall govern. Bid subject to unlimited price increases will not be accepted. The County is tax exempt and no taxes should be included in your bid.

Unless prices and all information requested are complete, bid may be disregarded and given no consideration.

In case of default by the contractor, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

## **9. TAX EXEMPTION**

Pursuant to Section 151.309 of the Texas Tax Code, El Paso County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151.

## **10. MODIFICATION OF BIDS**

A bidder may modify a bid by letter at any time prior to the submission deadline for receipt of bids. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by bidder guaranteeing authenticity. Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same. No substitutions or cancellations for merchandise will be permitted without written approval of the County Purchasing Agent.

## **11. SIGNATURE OF BIDS**

Each bid shall give the complete mailing address of the Bidder and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each bid shall include the Bidder's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and bid response sheet will disqualify the bidder from being considered by the County. The person signing on behalf of the Bidder expressly affirms that the person is duly authorized to render the bid and to sign the bid sheets and contract under the terms and conditions of this Bid and to bind the Bidder thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioner's Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

## 12. AWARD OF BID/PROPOSALS-EVALUTATION CRITERIA AND FACTORS

### **Pursuant to the Texas Local Government Code**

**Bids** shall be awarded to the responsible bidder that submits the lowest and best bid.

**Proposals** will be made to the responsible proposer whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. The prices proposed will be considered firm and cannot be altered after the submission deadline. **The proposed cost to the County will be considered firm, unless the County invokes its right to request a best and final offer and cannot be altered after the submission deadline.**

The County reserves the right to reject any or all bids in whole or in part received by reason of this bid and may discontinue its efforts under this Bid for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County. County reserves the right to accept or reject all or any part of the bid, waive minor technicalities, or to award by item or by total bid. Price should be itemized.

**A Bidder whose proposal does not meet the mandatory requirements set forth in this Bid will be considered noncompliant.**

Each Bidder, by submitting a bid, agrees that if its bid is accepted by the Commissioners' Court, such Bidder will furnish all items and services upon the terms and conditions in this Bid and contract.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the schedule of the Bid.

## 13. PUBLIC INFORMATION ACT

The parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. Bidder agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its bid. County agrees to provide notice to proposer in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Bidder has marked as confidential, proprietary, and/or trade secret.

## 14. RESULTANT CONTRACT

The resultant contract shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, proposal package, any addenda issued, and any change orders issued during the work.

The criteria utilized for determining responsibility of bid(s) includes, but is not limited to, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County to determine whether a bidder is responsible. The term of the resultant contract will begin as stated in the contract executed by the Commissioners' Court and will terminate on the date specified in the contract unless terminated earlier as herein set forth.

**15. ESTIMATED QUANTITIES**

Any reference to quantities shown in the Bid are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

**16. CONTRACTOR INVESTIGATION**

Before submitting a bid, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relive the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

**17. NO COMMITMENT BY COUNTY**

This Bid does not commit the County to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this bid, or to procure or contract for services or supplies.

**18. SINGLE BID RESPONSE**

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

**19. REJECTION/DISQUALIFICATION OF BIDS**

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

- A. Failure to use the bid form(s) furnished by the County, if applicable.
- B. Lack of signature by an authorized representative that can legally bind the company on the bid form.
- C. Failure to properly complete the bid.
- D. Bids that do not meet the mandatory requirements.
- E. Evidence of collusion among bidders.

**20. CHANGES IN SPECIFICATIONS**

If it becomes necessary to revise any part of this bid, a written notice of such revision will be posted on the County Purchasing website. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is posted on the County Purchasing website. It shall be the Bidder's responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted.

## **21. BID IDEAS AND CONCEPTS**

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

## **22. BID/PROPOSAL DISCLOSURES**

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

The Proposal for Services: The names of those who submitted proposals will not be made public information until an award is made by Commissioners' Court and contract executed by the parties. No price, staffing or other proposal information will be released. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a proposal was received. Violations of this provision may result in the rejection of a proposal.

## **23. WITHDRAWAL OF BID**

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

## **24. INDEMNIFICATION**

- A.** The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against El Paso County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensations a sum of money reasonably sufficient to liquidate any and all such lawful claims.

- B.** Pursuant to Texas Local Government Code Section 262.032(b), any successful bidder who is awarded any contract in excess of \$50,000 may be required to execute a performance bond to the County. Said bond shall be in the full amount of the contract and must be furnished within 30 days after the date a purchase order is issued or the contract is signed and prior to commencement of the actual work. A performance bond required pursuant to this section shall be noted in the attached detailed bid specifications or scope of work. This section does not apply to a performance bond required by Chapter 2253, Texas Government Code.



## 25. **PROOF OF INSURANCE**

Successful bidder agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services limits of not less than the following sums:

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

#### GENERAL LIABILITY:

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

#### AUTOMOBILE:

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

#### WORKERS COMPENSATION:

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

#### CONSTRUCTION PROJECTS additional requirements:

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

#### PROFESSIONAL SERVICES additional requirements:

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

#### CERTIFICATE OF LIABILITY INSURANCE

In the remarks section should include job description or project name and/or number.

Successful bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful bidder. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful bidder to the County.

Insurance is to be placed with insurers having a best rating of no less than A. The Bidder shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person

authorized by the insurer to bind coverage on its behalf. The Bidder shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity. The County agrees to provide Bidder with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Bidder.

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

**El Paso County shall be listed as the additional insured on policy certificates and shall be notified of changes to the policy during the contractual period.**

**26. Conflict of Interest Disclosure Reporting**

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

**27. NON-COLLUSION AFFIDAVIT**

The contractor declares, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, of that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid are true; and further, that the contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Non negotiations, decisions, or cautions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Bid.

No officer or employee of the County, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking, shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County contracts for this service.

## **28. SOVEREIGN IMMUNITY**

The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

## **29. MERGERS, ACQUISITIONS**

The Bidder shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a bid is submitted.

If subsequent to the award of any contract resulting from this Bid the Bidder shall merge or be acquired by another firm, the following documents must be submitted to the County.

1. Corporate resolutions prepared by the awarded Bidder and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
2. New Bidder's Federal Identification Number (FEIN); and
3. New Bidder's proposed operating plans.

Moreover, Bidder is required to provide the County with notice of any anticipated merger or acquisition as soon as Bidder has actual knowledge of the anticipated merger or acquisition. The new Bidder's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval.

## **31. DELAYS**

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Bidder agrees it will make no claim for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Bidder attributed to these delays, should any occur. In addition, Bidder agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

## **32. ACCURACY OF DATA**

Information and data provided through this Bid are believed to be reasonably accurate.

## **33. SUBCONTRACTING/ASSIGNMENT**

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

## **34. INDEPENDENT CONTRACTOR**

Bidder expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Bidder or its subcontractors perform in providing the requirements stated in the Bid.

### **35. MONITORING PERFORMANCE**

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

**The County of El Paso is an equal opportunity employer.**

### **36. PROCUREMENT ETHICS**

#### **CODE OF ETHICS TRAINING AFFIDAVIT FORM**

##### **El Paso County Code of Ethics Training Requirement for Vendors:**

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

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

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

[http://www.epcounty.com/ethicscom/trainingvendor\\_files/frame.htm](http://www.epcounty.com/ethicscom/trainingvendor_files/frame.htm)

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

# COUNTY OF EL PASO, TEXAS

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

### **Instructions for the certifications:**

#### **General Requirements**

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

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

#### **1. LOBBYING**

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

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

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

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

#### **1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

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

A. The applicant certifies that it and its principals:

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

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

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

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

## 2. DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

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

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

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

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

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

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency

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

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

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

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

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

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

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\*All three (3) pages of this document must be included in all responses.

## **HEALTH INSURANCE BENEFITS QUESTIONNAIRE**

Texas Local Government Code Section 262.0271 states the County may give preference to bidders that provide reasonable health insurance coverage to its employees, over a bidder that doesn't provide such insurance. Complete the questionnaire below if applicable. If not, check box #3.

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

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

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

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3. ☐

**No. The bidder is not requesting the Health Insurance Benefits Preference.**

**Checking Box #3 will not disqualify you from participating in this bid selection process.**

---

Business Name

---

Date

---

Name of Authorized Representative

---

Signature of Authorized Representative





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

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RE: Bid #14-025, Voice Over Internet Protocol (VOIP) for the Ascarate Annex Building

Dear Vendor:

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

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

County Officers:	County Judge Veronica Escobar Commissioner Carlos Leon Commissioner Sergio Lewis Commissioner Vicente Perez Commissioner – Patrick Abeln
County Employees:	Kennie Downing, Purchasing Agent Jose Lopez, Jr., Assistant Purchasing Agent Pete Gutierrez, Buyer II Lucy Balderama, Inventory Bid Technician Araceli Hernandez, Inventory Bid Technician Elvia Contreras, Formal Bid Buyer Edward Dion, County Auditor Wallace Hardgrove, Budget & Financial Manager Josie Brostrom, Assistant County Attorney Rebecca Quinn, Assistant County Attorney Michael Martinez, Contract Admin. Manager Claudia Duran, Assist. Contract Admin. Manager Victor Montes, Senior Telecommunications Rudy Luna, Telecommunications Manager Jr. Alvarez, Telecommunications Technician Chris Martin, Telecommunications Technician

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the 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 knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

## OFFICE USE ONLY

Date Received

Bid # 14-025

**1** Name of person who has a business relationship with local governmental entity.

**2**

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3**

Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 06/29/2007

# County of El Paso, Texas

## Building Construction Trades Wage Rates 2012



CLASSIFICATION	BASE WAGE PER HOUR	TOTAL FRINGES PER HOUR	HOURLY PREVAILING WAGE RATE	PER DIEM WAGE RATE
Automatic Fire Sprinkler Fitter, Certified	25.84	16.47	42.31	338.48
Brick Masons and Block Masons	16.92	0.00	16.92	135.36
Carpenters – Acoustical Ceiling	12.50	0.00	12.50	117.68
Carpenter – Rough	14.71	-	14.71	117.68
Carpenter – All Other Work, Millwright	14.85	0.00	14.85	118.80
Caulker / Sealers	10	0.00	10.00	80.00
Door & Hardware and Locksmith	12.00	1.35	13.35	106.80
Drywall and Ceiling Tile and Lather	12.5	0.00	12.50	100.00
Drywall Finishers & Tapers	14	0.00	14.00	112.00
Electrician	20.53	7.19	27.72	221.76
Electronic Technician	18.43	1.01	19.44	155.52
Elevator Installers and Repairers	31.35	15.10	46.45	371.60
Fence Erectors	9.5	0.00	9.50	76.00
Floor Layers–Carpet & Resilient	12.87	0.00	12.87	102.96
Floor Layers – Specialty	13	0.00	13.00	104.00
Floor Layers – Wood	11.50	0.00	11.50	92.00
Fork Lift Operator	18	5.83	23.83	190.64
Glaziers	10	0.00	10.00	80.00
Hazardous Materials Removal Workers	10.00	0.00	10.00	80.00
Heating, Air Conditioning, and Refrigeration Service Technician	22	0.00	22.00	176.00
Insulation Workers – Mechanical	14	0.00	14.00	112.00
Irrigator -- Landscape, Certified	14.92	0.00	14.92	119.36
Laborer, Common	9.88	0.00	9.88	79.04
Laborer, Skilled	13	0.00	13.00	104.00
Manlift Operator Include with trade	12.13	0.00	12.13	97.04
Masons, Cement and Concrete Finishers	13.25	0.00	13.25	106.00
Mason, Rock	17.97	0.00	17.97	143.76
Mason, Stone	11.91	0.00	11.91	95.28
Painters	10	0.00	10.00	80.00
Paper Hanger	10	0.50	10.50	84.00
Pipelayers	15.00	0.00	15.00	120.00
Pipe Fitters and Steamfitters	11.43	3.74	15.17	121.36
Plaster and Stucco Applicator	13.00	0.50	13.50	108.00
Plumbers	17.5	0.00	17.50	140.00
Reinforcing Iron and Rebar workers	18.38	4.64	23.02	184.16
Roofers	16	0.00	16.00	128.00
Sheet Metal Workers	23.92	0.00	23.92	191.36
Structural Iron and Steel Workers	17.2	0.00	17.20	137.60
Tile and Marble Setters	12.50	0.00	12.50	100.00
Truck Drivers, Heavy & Tractor-Trailer	14.69	0.00	14.69	117.52
Truck Drivers, Light (under 26,000 GVW)	15	0.00	15.00	120.00

All persons required to be licensed or certified must meet those qualifications to be paid the associated rate.



COUNTY OF EL PASO, TEXAS

**Paving and Street Construction, Dirt Work,  
Heavy Construction, Pipeline Work, Highway  
Wage Rates 2012**

CLASSIFICATION	BASE WAGE PER HOUR	TOTAL FRINGES PER HOUR	HOURLY PREVAILING WAGE RATE	PER DIEM WAGE RATE
Asphalt Distributor Operator	12.75	0	12.75	102
Asphalt Paving Machine Operator	12.5	0	12.5	100
Asphalt Raker	10.5	0	10.5	84
Backhoe Operator	14	0	14	112
Concrete Finisher (Paving and Structures)	12	0	12	96
Crane Operator, Lattice Boom	17.5	0	17.5	140
Crane Operator, Hydraulic	17	0	17	136
Electrician	23.09	0	23.09	184.72
Excavator Operator	16.1	0	16.1	128.8
Form Builder/Setter	13	0	13	104
Form Setter (Paving and Curb)	10.75	0	10.75	86
Front End Loader	11.75	0	11.75	94
Labor (Common)	9.25	0	9.25	74
Labor (Skilled)	10	0	10	80
Mechanic	17.5	0	17.5	140
Motor Grade Operator	17	0	17	136
Pipe Layer	11.5	0	11.5	92
Reinforcing Steel Setter (Paving)	14	0	14	112
Rock Mason	12	0	12	96
Servicer	12	0	12	96
Traveling Mixer Operator	10	0	10	80
Truck Driver, Single Axle	11	0	11	88
Truck Driver, Tandem Axle	12.74	0	12.74	101.92
Tunneling Machine Operator	13.61	0	13.61	108.88
Utility Operator Grade 1	11.5	0	11.5	92
Utility Operator Grade 2	11	0	11	88
Welder, Certified/Structural Steel Welder	12.08	0	12.08	96.64
Welder	13.08	0	13.08	104.64

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☐☐ **Building Construction Trades Wage Rates 2012**

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Hazardous Materials Removal Workers	10.00	0.00	10.00	80.00
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Steamfitters				
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**☐☐Paving and Street Construction, Dirt Work, Heavy Construction, Pipeline Work,  
Highway Wage Rates 2012**

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Asphalt Paving Machine Operator	12.5	0	12.5	100
Asphalt Raker	10.5	0	10.5	84
Backhoe Operator	14	0	14	112
Concrete Finisher (Paving and Structures)	12	0	12	96
Crane Operator, Lattice Boom	17.5	0	17.5	140
Crane Operator, Hydraulic	17	0	17	136
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Rock Mason	12	0	12	96
Servicer	12	0	12	96
Traveling Mixer Operator	10	0	10	80
Truck Driver, Single Axle	11	0	11	88
Truck Driver, Tandem Axle	12.74	0	12.74	101.92
Tunneling Machine Operator	13.61	0	13.61	108.88
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**COUNTY OF EL PASO, TEXAS**  
**Solicitation Check List**  
**Voice Over Internet Protocol (VOIP)**  
**for the Ascarate Annex Building**  
**Bid #14-025**

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**THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE**

- \_\_\_\_\_ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Monday, June 16, 2014. Did you visit our website ([www.epcounty.com](http://www.epcounty.com)) for any addendums?
- \_\_\_\_\_ Did you sign the Bid?
- \_\_\_\_\_ Did you sign the "Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Nondiscrimination Status And Implementing Regulations" document?
- \_\_\_\_\_ If seeking preference, did you sign the "Health Insurance Benefits Questionnaire"?
- \_\_\_\_\_ Did you sign and complete the required "Ethics Training Affidavit Form"?
- \_\_\_\_\_ Did you provide one original and five (5) CD copies in Word/PDF Format of your response? CD copies must reflect the original hard copy.