



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

Notice to Interested Parties

Sealed bids will be received at the County Purchasing Department, 800 E. Overland, Suite 300, El Paso, Texas 79901 before 2:00 p.m., Wednesday, April 29, 2015 to be opened at the County Purchasing Office the same date for As-Needed Carpet and Flooring Products and Installation for the County of El Paso.

**Bids must be in a sealed envelope and marked:
"Bid to be opened Wednesday, April 29, 2015
As-Needed Carpet and Flooring Products
and Installation for the County of El Paso
Bid #15-017"**

Do not contact the requesting department. Any questions or additional information required by interested vendors must be emailed to: bidquestions@epcounty.com before 04/21/2015, 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; 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

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. /Bids & More/Vendors List. Thank you for your cooperation. If you have any questions please contact us at (915)546-2048.

EL PASO COUNTY SIGNATURE PAGE

Bid #15-017
As-Needed Carpet and Flooring Products and Installation
Vendor must meet or exceed specifications

Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. **Please submit one (1) original copy and three (3) CD copies in Word/PDF Format of your bid. CD copies must reflect the original hard copy.**

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*****

As-Needed Carpet and Flooring Products and Installation for the County of El Paso

Bid #15-017



**Opening Date
Wednesday, April 29, 2015**

INTRODUCTION

The County of El Paso ("County") is issuing this request for bid ("Solicitation") to qualified companies to provide Commercial Carpet Tile, Vinyl Composition Tile (VCT), and Cove Base at existing County buildings and renovation projects on an as-needed basis. The purchase of flooring products may or may not include installation at the County's option. The County seeks to award a one (1) year contract with two (2) annual options for as-needed carpet products and flooring installation services.

MINIMUM QUALIFICATIONS

1. The bidder shall have been in the business providing and installing commercial carpeting and VCT for the period of five (5) years. Carpeting, VCT and installation must be of similar type and methods as described in this bid.
2. Flooring contractor shall submit with the bid written certification from flooring manufacturer that certifies the bidder is an approved installer for their product.

SUBMITTAL SAMPLES PER PROJECT ORDER

Prior to bid award, the County will request the prospective vendor to submit a sample of the proposed carpet, VCT, and cove base to determine quality, style, and specification compliance.

1. Carpet samples shall be 24"x24" as per bid.
2. VCT samples shall be 12" x 12" or 18" x 18" as per bid.
3. Cove base samples shall be 12" long.
4. After award, the successful bidder will be requested to submit samples of the specific products for each County project. These samples shall be submitted in the color and texture specified in the order.
5. All samples shall be individually labeled with the manufacturer's name, material description, color, pattern, and designation indicated on drawings and in schedules.
6. All carpet shall meet all commercial ADA, fire, and/or building code requirements as applicable.

SPECIFICATIONS - SCOPE OF WORK

PROJECT REVIEW CONFERENCE: A Project Review Conference will be held prior to ordering flooring and materials for each project. The meeting will be held at the site, if possible, and the following items will be reviewed as relevant to the project as it pertains to the unique conditions of each project.

1. Contractor to verify measurements of space to provide sufficient flooring. Applies to both direct product purchase (no installation) and to flooring projects where installation is included.
2. Contractor shall examine substrates, with installer present, for compliance with requirements for installation tolerances, moisture content, uneven surfaces, and other conditions affecting performance, if installation is included.
3. Contractor shall examine furniture to be moved by contractor for carpet replacement, if installation is included.
4. Contractor shall review ambient conditions, ventilation, and dust control procedures, if installation is included.
5. Contractor shall review delivery date, start date, and completion date. storage, staging, and handling procedures of material.
6. Contractor shall estimate project and submit a quote to the County within 72 hours.
 - a. Measurement Verifications: Dimensions shown on drawings submitted for each project are approximate. It is the Flooring Contractor's responsibility to verify all dimensions and job site conditions, order sufficient material and supplies to fully carpet areas as indicted, and to fulfill overage requirements as specified. The quote shall include all flooring materials that are necessary to complete the project in its entirety, including but not limited to appropriate transition plates, tack strips, leveling compound, glue, etc. Not being listed here shall not excuse the vendor from providing needed products necessary to complete the job per specifications.
 - b. A 5% overage shall be included in all orders for carpet and VCT that are furnished and installed by the Contractor.
 - c. There is no overage on direct buy of product.
 - d. No substitutions shall be permitted to make up for any shortage of material in overage or in carpet to be installed.
 - e. Flooring Contractor shall be totally responsible for the accuracy of measurements of total yardage, individual floor yardage, and dye lot yardage requirements, extra yardage for pattern match if applicable; no additional compensation shall be allowed for shortage of materials.

The County will determine whether the bidder will order material only (direct buy) or require the Contractor to furnish and install all materials.

A. ORDER AND DELIVERY OF PRODUCT ONLY –

1. The County will prepare a purchase order for flooring materials based on the bidder's estimate of the project. Flooring materials will be delivered to the address indicated on the purchase order.

B. FURNISH AND INSTALLATION OF FLOORING –

EXISTING FLOORING DEMOLITION

1. Remove and dispose of all existing carpet, VCT, ceramic tile, cove base as indicated by the scope of the project to make sub-floor acceptable for installation if applicable.
2. Contractor is responsible for cost of all disposal offsite. The Contractor may have a roll-off dumpster on site, at their cost; depending on location (such as downtown) if a Right Of Way permit is necessary for placement of dumpster, Contractor is responsible for obtaining City permit. Note, because the County is tax exempt, there will be no charge for the permit, however Contractor is responsible for all disposal fees.
3. Contractor must remove all waste for disposal from the worksite by the end of the work day. Waste must be disposed of in a permitted dumpster, or it must be hauled off site and legally disposed of per local, state and federal guidelines. At no time may contractor store uncontained waste inside or outside of a County building beyond the end of the work day.
4. Verify that finishes of substrates comply with tolerances and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
5. Proceed with installation only after unsatisfactory conditions have been corrected.

FLOOR PREPARATION

1. Prepare floor in accordance with Carpet and Rug Institute Installation Standards 2011, Exhibit A.
2. Prepare substrates according to manufacturer's written recommendations to ensure adhesion of flooring products.
3. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.

4. Contractor shall level floor with appropriate cement or compound as appropriate.
5. Clean substrates to be covered by resilient products immediately before installation. After cleaning, examine substrates for moisture, alkaline salts, carbonation, and dust.
6. Proceed with installation only after unsatisfactory conditions have been corrected.

CONTRACTOR REQUIREMENTS DURING INSTALLATION

1. Contractor shall be responsible for moving all furniture, cabinets, and moving boxes before demolition and installation of new carpet, and for returning all furniture back to original locations after installation is complete. Note: County employees will be responsible for packing their offices and emptying file cabinets/furniture as much as necessary to reduce weight, however, Contractor is responsible for moving the pre-packed boxes to and from the offices as well as the furniture.
2. Contractor is responsible for disassembling and reassembling of cubicle furniture, as necessary and appropriate. Contractor shall ensure that they have staff experienced and familiar with workstation systems furniture. Contractor shall take all precautions to ensure that workstations are handled with care, and are responsible for replacing any bent, damaged, or missing cubicle parts.
3. Contractor shall make a considerable effort to return furniture to its original placement in the room. Photographing each room prior to removing or repositioning furniture is desirable.
4. Contractor shall make a considerable effort to minimize the need to completely vacate a space for flooring replacement as much as possible. It is preferable that a few offices or a few hundred square feet be worked each day, rather than requiring an entire department to vacate. For example, in large offices, furniture shall be moved to one side while carpet is replaced, and then reversed, rather than emptying the entire room to another room, hallway, or lobby.
5. Contractor shall make a reasonable effort to minimize or reduce the amount of time that employees are displaced from their offices.
6. Contractor shall be responsible for any dust control methods required, as appropriate.
7. Contractor shall be responsible for protecting all items and equipment from dust, dirt, damage, during their course of work, i.e. furnishings, equipment, etc.

8. Contractor shall repair any damage caused by construction operations.
9. Contractor shall coordinate work with the County representative and ensure that departments are notified at least 48 hours prior to vacate or temporarily relocate.
10. Delivery, storage, and protection of all materials, equipment, and supplies are the responsibility of the Contractor. County will provide staging area, however, depending on location, space may be limited, and Contractor is responsible for ensuring materials do not exceed space availability.
11. Resilient products and materials shall be stored on site for 48 hours prior to installation to ensure acclimation to building's temperature prior to installation.

FLOORING INSTALLATION

1. Carpet shall be installed in accordance with the Carpet and Rug Institute Installation Standards 2011, Exhibit A.
2. VCT shall be installed in accordance with the manufacturer's installation instructions.
3. Contractor shall plan for the removal and immediate installation of new carpet in the least disruptive and fastest turn-around-time possible. Whenever possible, Contractor shall work in sections that they can start and complete on the same day.
4. When working in occupied space, the Contractor shall not take more than 48 hours to complete a section of flooring so that employees can return to work in that area.
5. When working in unoccupied space, the Contractor shall not take longer than (7) seven consecutive days to complete work in the project area, so that the employees can return to work.
6. Carpet tile for each project must be shipped from the same dye lot from the same manufacturer.
7. Acceptable carpet tile size is 24" x 24", however, County will consider other sizes if application is appropriate or advantageous to project.
8. Acceptable VCT tile size is 12" x 12" or 18" x 18", as specified in the bid.

COVE BASE INSTALLATION

1. Apply cove base to walls, columns, plasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
2. Install cove base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.
3. Tightly adhere cove base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
4. Do not stretch cove base during installation.
5. On masonry surfaces or other similar irregular substrates, fill voids along top edge of cove base with manufacturer's recommended adhesive filler material.
6. Outside Corners: Use straight pieces of maximum lengths possible. Form without producing discoloration (whitening) at bends. Shave back of base at points where bends occur and remove strips perpendicular to length of base that are only deep enough to produce a snug fit without removing more than half the cove base thickness.
7. Inside Corners: Use straight pieces of maximum lengths possible. Form by cutting an inverted V-shaped notch in toe of cove base at the point where corner is formed. Shave back of base where necessary to produce a snug fit to substrate.
8. Perform the following operations immediately after completing resilient product installation: Remove adhesive and other blemishes from exposed surfaces. Damp-wash surfaces to remove marks and soil. (Do not wash surfaces until after time period recommended by manufacturer.)
9. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period. Use protection methods recommended in writing by manufacturer.

C. COUNTY PROJECT SCHEDULE -

The areas and square footage listed below should give the bidder a guideline of the anticipated flooring projects the County expects to need in the next 1-2 years:

1. Currently approved: Courthouse 5th, 12th, and ½ of 13th floors approx. 90,000 SF (with installation). Mostly carpet with VCT in the kitchens (kitchens total 1,500 SF).

2. Currently approved: Master space plan renovation projects approx. 15,000 SF (without installation). We will be purchasing carpet, VCT, and cove base in varying quantities along the way.
3. Future capital flooring replacements recommendations:
Approximately 50,000 to 100,000 square feet per year, including installation. Sites: 7th floor Courthouse, Mission Valley, Northeast Annex, and Ysleta Annex with a combination of carpet and VCT. Mostly carpet with VCT in the kitchens.
4. Future small renovation projects, flooring products only: 5,000 - 10,000 SF per year. We will be purchasing carpet, VCT, and cove base in varying quantities along the way.

The flooring specifications listed below are to be used as a guideline of the County's quality expectations for Carpet, VCT, and Cove Base. The County will consider all equivalent brands that meet the minimum specifications listed below.

MINIMUM SPECIFICATIONS CARPET - HEAVY TRAFFIC GRADE

Carpet Grade	Heavy Traffic
Collection Example	Accountable II or equal
Brand	Bigelow or equal
Product Type	Tile
Tile Size	24"x24"
Standard Case	8 Tiles/Box
Minimum Sq. Yd.	No minimum
Construction	Tufted
Surface Texture	Level Heathered Loop
Gauge	1/8 (31.50 rows per 10 cm)
Density	7105
Weight Density	106,579
Stitches Per Inch	8.8 (34.65 per 10 cm)
Finished Pile Thickness	.076" (1.93 mm)
Dye Method	Solution Dyed
Backing Material	EcoFlex ICT
Fiber Type	Colorstrand® SD Nylon
Face Weight	15.0 oz. per sq. yd. (509 g/m2)
Pattern Repeat	Not Applicable
Size/Width	24" x 24" (.6096 m x .6096 m)
Soil Release Technology	Sentry Plus
Installation Method	Quarter Turn
Indoor Air Quality	Green Label Plus 1098
Foot Traffic Recommendation TARR	Heavy
NSF 140	Gold
Static	AATCC-134 Under 3.5 KV
Flammability	ASTM E 648 Class 1 (Glue Down)
Smoke Density	ASTM E 662 Less than 450
Warranties	Lifetime Limited Tile Warranty
	Lifetime Limited Colorfastness to Light
	10 Year Limited Colorfastness to Atmospheric Contaminants
	10 Year Stain Warranty
	Lifetime Static

MINIMUM SPECIFICATIONS

CARPET - SEVERE TRAFFIC GRADE

Carpet Grade	Severe Traffic
Collection Example	Faculty IV or equal
Brand	Lees or equal
Product Type	Tile
Tile Size	24"x24"
Standard Case	8 Tiles/Box
Minimum Sq. Yd.	No minimum
Construction	Tufted
Surface Texture	Performance Loop Pile
Gauge	1/8 (31.50 rows per 10 cm)
Density	6455
Weight Density	167,830
Stitches Per Inch	8.3 per inch (32.68/10 cm)
Finished Pile Thickness	.145" avg (3.7 mm)
Dye Method	Yarn Dyed
Backing Material	EcoFlex ICT
Fiber Type	Antron® Legacy Nylon 6,6 with DuraTech Soil Protection by InvistaDuracolor® by LEES Stain Resistant System. Passes GSA requirements for permanent stain resistant carpet.
Face Weight	26.0 oz. per sq. yd. (882 g/m2)
Pattern Repeat	Not Applicable
Size/Width	24" x 24" (60.9 cm x 60.9 cm)
Soil Release Technology	Pass
Installation Method	Monolithic, Quarter Turn
Indoor Air Quality	Green Label Plus 1098
Foot Traffic Recommendation TARR	Severe
NSF 140	Gold
Static	AATCC 134 Under 3.5 KV
Flammability	Passes DOC-FF-1-70 Pill Test
Smoke Density	Meets NFPA Class 1 when tested under ASTM E-648 glue down NBS Smoke Chamber NFPA-258 - Less than 450 Flaming Mode
Warranties	Lifetime Limited Tile Warranty Lifetime Duracolor Stain Warranty Lifetime Static

MINIMUM SPECIFICATIONS

VCT 12"x12"

Construction	Vinyl Composition Tile
Brand	Armstrong or equal
Collection	Excelon or equal
Collection	Stonetex, ChromaSpin or equal
Int'l Product Spec	ASTM F 1066 thru Pattern, ISO 10595, Type II
Overall Thickness	1/8"
Finish	Fast Start Factory Finish
Installation	As Per Product Manufacturer Directions
Size 12" x 12"	Stonetex & ChromaSpin
Thickness	ASTM F386 Nominal ± 0.005 in.
Size	ASTM F2055 ± 0.016 in. per linear foot
Squareness	ASTM F2055 0.010 in. max
Indentation - One Minute	ASTM F1914 ≥ 0.006 in. to ≤ 0.015 in.
Indentation at 115° F	ASTM F1914 < 0.032 in.
Impact	ASTM F1265 No cracks beyond limit
Deflection	ASTM F1304 1.0 in. minimum
Dimensional Stability	ASTM F2199 ≤ 0.024 in. per linear foot
Chemical Resistance	ASTM F925 No more than slight change in surface dulling, attack or staining
Resistance to Heat	ASTM F1514 $\Delta E \leq 8$
Static Load Limit	ASTM F970 ≤ 0.005 in. 125 psi
Fire Test Data – Flame Spread	ASTM E648 0.45 watt/cm2 or more Class I
Fire Test Data – Smoke Evolution	ASTM E662 450 or less

MINIMUM SPECIFICATIONS

VCT 18"x18"

Construction	Vinyl Composition Tile
Brand	Armstrong or equal
Collection	Excelon or equal
Collection	Stonetex or equal
Int'l Product Spec	ASTM F 1066 thru Pattern, ISO 10595, Type II
Overall Thickness	1/8"
Finish	Fast Start Factory Finish
Installation	As Per Product Manufacturer Directions
Size 18" x 18"	Stonetex
Thickness	ASTM F386 Nominal ± 0.005 in.
Size	ASTM F2055 ± 0.016 in. per linear foot
Squareness	ASTM F2055 0.010 in. max
Indentation - One Minute	ASTM F1914 ≥ 0.006 in. to ≤ 0.015 in.
Indentation at 115° F	ASTM F1914 < 0.032 in.
Impact	ASTM F1265 No cracks beyond limit
Deflection	ASTM F1304 1.0 in. minimum
Dimensional Stability	ASTM F2199 ≤ 0.024 in. per linear foot
Chemical Resistance	ASTM F925 No more than slight change in surface dulling, attack or staining
Resistance to Heat	ASTM F1514 $\Delta E \leq 8$
Static Load Limit	ASTM F970 ≤ 0.005 in. 125 psi
Fire Test Data – Flame Spread	ASTM E648 0.45 watt/cm² or more Class I
Fire Test Data – Smoke Evolution	ASTM E662 450 or less

MINIMUM SPECIFICATIONS

COVE BASE

Roppe or Equivalent
800 Series Ready Base
Thermoplastic PVC Vinyl
1/8" Gauge
4" Height
48" Length

COUNTY OF EL PASO

BID #15-017

AS-NEEDED CARPET AND FLOORING

PRODUCTS AND INSTALLATION FOR THE COUNTY OF EL PASO

(Page 1 of 2)

Company Name: _____

Address: _____

Primary Contact: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

1. Number of years company has been in the business of supplying and installing flooring for commercial use. _____

2. Bidders shall submit written proof that the contractor is a factory-authorized seller and installer of the proposed products.

3. List 3 references of other agencies in which you have installed commercial flooring products of similar square footage as described in this bid.

4. Describe a minimum of 3 large projects your company completed in the El Paso County area in which you purchased and installed carpeting and/or VCT. What was the square footage?

5. How many trained flooring technicians do you have?

COUNTY OF EL PASO

BID #15-017

**AS-NEEDED CARPET AND FLOORING
PRODUCTS AND INSTALLATION FOR THE COUNTY OF EL PASO**

(Page 2 of 2)

All bids shall be based on products that meet or exceed the minimum specifications listed in this bid.

DIRECT SHIP - PRODUCT ONLY ORDERS					
No	Description	Cost	Brand(s) Offered	Models Offered	Delivery (after receipt of order)
1	Heavy Traffic Carpet Grade	\$_____/Sq Ft			
2	Severe Traffic Carpet Grade	\$_____/Sq Ft			
3	Carpet Adhesive (EnPress Pressure Sensitive Adhesive)	\$_____/Gal			
4	VCT 12"x12"	\$_____/Sq Ft			
5	VCT 18" X 18"	\$_____/Sq Ft			
6	VCT Adhesive	\$_____/Gal			
7	Cove Base	\$_____/Ln Yd			
8	Cove Base Adhesive	\$_____/Gal			
COMPLETE DEMOLITION AND INSTALLATION OF NEW FLOORING - ALL INCLUSIVE					
9	Heavy Traffic Carpet Grade & Cove Base	\$_____/Sq Ft			
10.	Severe Traffic Carpet Grade & Cove Base	\$_____/Sq Ft			
11.	VCT 12"x12" & Cove Base	\$_____/Sq Ft			
12	VCT 18"x18" & Cove Base	\$_____/Sq Ft			

13. Calculation for moving furniture – The bidder will provide their calculation of how they will charge for moving furniture in the course of laying new flooring.

\$_____ per square foot (The County will not accept a "cost per hour" basis).

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 relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

17. NO COMMITMENT BY COUNTY

This 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

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?

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?

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

RE: Bid #15-017, As-Needed Carpet and Flooring Products and Installation

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 David Stout Commissioner Vicente Perez Commissioner Andrew Haggerty
County Employees:	Kennie Downing, Purchasing Agent Jose Lopez, Jr., Assistant Purchasing Agent Pete Gutierrez, Buyer II Lucy Balderama, Inventory Bid Technician Elvia Contreras, Formal Bid Buyer Edward Dion, County Auditor Wallace Hardgrove, Budget & Financial Manager Josie Brostrom, Assistant County Attorney Michael Martinez, Administration Monique Aguilar, Facilities Manager Gilbert Mijarez, Building Systems/EMS Operations Manager Sal Alonzo, Civil Engineer

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 # 15-017

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 GUIDELINES AND CRITERIA
FOR
CONSIDERATION OF LOCATION
OF BIDDER'S PRINCIPAL PLACE OF BUSINESS
(LOCAL BUSINESS PREFERENCE POLICY)**

I. AUTHORIZATION

Section 271.905 of the Texas Local Government Code authorizes the County of El Paso to give consideration to the location of a bidder's principal place of business in awarding the bid ("Local Business Preference"). In order to do so, the County Commissioners Court must determine, in writing, that the local bidder offers the County the best combination of contract price and additional economic development opportunities for the County created by the contract award, including the employment of residents of the County and increased tax revenues to the County.

II. GENERAL PURPOSE AND INTENT

A. The purpose and intent of these Guidelines and Criteria is to set forth the parameters under which the County of El Paso may consider the location of a bidder's principal place of business in awarding the bid.

B. All applications for consideration will be considered on a case-by-case basis, and the decision to approve or deny consideration shall be at the discretion of the El Paso County Commissioners Court.

C. The County of El Paso reserves the right to reject all bids; award a contract to the lowest bidder; or to award the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

III. FACTORS THAT THE COUNTY MAY CONSIDER IN AWARDING A CONTRACT UNDER THE LOCAL PREFERENCE POLICY

A. The bids must be for any real property or personal property that is not affixed to real property.

B. The location of the bidder's principal place of business must be in the County, as evidenced by submission of the current and valid Franchise Tax Certificate and the Certificate of Account Status on file with the Texas Secretary of State, or other documents if applicable under the Texas Business Organizations Code.

C. The bidder's bid price must be within 3% of the lowest and best qualified bid.

D. The bidder must include in the bid a written application for the Local Business Preference providing objective information satisfactory to the Commissioners Court as to how the award of the bid will lead to additional economic development opportunities for the County created by the contract award, including (1) The employment of County residents, and (2) Increased tax

revenues to the local government. Such information shall be as appropriate to the type of bid, but may include, but is not limited to:

- (i) bid amount as percentage of reported local annual sales/revenue;
- (ii) economic impact- number of employees added within past 12 months
- (iii) new job by salary category
- (iv) local annual property taxes paid

E. The bidder must not be tax-delinquent as to federal, state, or local taxes.

F. The bidder may not subcontract the award, or any part of the award.

G. The bidder must not be indebted to the County. "Debt" includes delinquent taxes, fines, fees, and delinquencies arising from written agreements with the County. (This provision will take effect immediately upon the action by Commissioners Court required under Texas Local Government Code section 262.0276).

H. In determining who is a responsible bidder, the commissioners court may take into consideration the safety record of the bidder, of the firm, corporation, partnership or institution represented by the bidder. (This provision will take effect immediately upon the action by Commissioners Court required under Texas Local Government Code section 262.0275).

I. All bidders, including owners, principals or officers if the bidder is a corporation or other legal entity, seeking Local Business Preference will be required to submit an affidavit of any and all political contributions to members of Commissioners Court for the previous 12 months.

J. A business in which a member of Commissioners Court has a substantial business interest as defined under Texas Local Government Code Chapter 171 is not eligible for consideration under the Local Business Preference Policy.

IV. APPLICATION

A. Case By Case Basis. If the Purchasing Agent and Procurement Review Panel determines that a proposed bid is appropriate for Local Business Preference, it will include in the bid the information required from the bidder. Only bids for real property or personal property that is not affixed to real property are eligible for the Local Business Preference.

B. Written Application: A bidder may request consideration for Local Business Preference by submitting the required information as part of the bid. There is no charge to submit the application.

C. Contents of Application: The application shall consist of a completed application form. The application must include objective, verifiable information from the bidder as to how the local bidder offers the County the best combination of contract price and additional economic development opportunities for the County created by the contract award, including the employment of County residents and increased tax revenues to the County. The application form may require such financial and other information, as the County deems appropriate for evaluating the financial capacity and other relevant factors of the applicant.

V. ADMINISTRATION

A. Annual Assessment: Each September, the Purchasing Agent shall separately account for all bids awarded pursuant to the Local Preference Policy and the County Auditor shall annually determine the total value of contracts awarded pursuant to the Local Preference Policy.

B. Annual Reports: Each September, a company receiving a contract award pursuant to the Local Business Preference shall report to the County its annual revenues, annualized employment levels distributed by wage brackets, the addition or deletion of capital assets in excess of \$1,000,000.00, and any other pertinent information that would affect the ability of the local operation to maintain its status as a going concern.

C. "Buy Local" Provision: Each recipient of Local Business Preference shall additionally agree to give preference and priority to local manufacturers, suppliers, contractors and labor, except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency. The Annual Report by the company shall include a summary of the action taken by the company pursuant to the "Buy Local" Provision.

VI. CONFIDENTIALITY

Information that is provided to the County in connection with an application or request for Local Business Preference under these Guidelines and Criteria shall be kept confidential and not be subjected to public disclosure except as required by law, the Texas Attorney General, or by an order of a court. Written information shall be released pursuant to a request under the Public Information Act, Chapter 552 of the Texas Government Code, as amended, by the officer for public information or his or her designee in accordance with the standards established under that act for confidentiality and closed records.

Adopted this 17th day of December, 2012 by the El Paso County Commissioners Court.

ATTEST

COUNTY OF EL PASO



County Clerk, Delia Briones



County Judge Veronica Escobar

BID 15-017
AS NEEDED CARPET AND FLOORING PRODUCTS
AND INSTALLATION OF THE COUNTY OF EL PASO

For additional information, see the Local Business Preference Policy (attached).

A. Qualification as a Local Business

Where is your principal place of business?

Are you tax delinquent as to federal, state, or local taxes? _____

Are you registered to do business with the Texas Secretary of State?

____ **Attach a copy of your current Franchise Tax Certificate on file with the Texas Secretary of State.**

____ **Attach a copy of your current Certificate of Account Status on file with the Texas Secretary of State.**

If the above documents do not apply, explain why and provide the equivalent documents required by the Texas Secretary of State and/or Texas Business Organizations Code for your type of business entity.

B. Economic Development Opportunities

How will the bid award lead to additional economic development opportunities for the County? *This information includes, but is not limited to, (1) The employment of County residents, and (2) Increased tax revenues to the local government. Such information shall be as appropriate to the type of bid, but may include, but is not limited to:*

- (i) *bid amount as percentage of reported local annual sales/revenue, or total commodity sales;*
- (ii) *economic impact- number of employees added within past 12 months*
- (iii) *new jobs by salary category*
- (iv) *local annual property taxes paid*

(You may attach your answer on a separate page, if you prefer).

C. No Subcontracting of Award

The bidder may not subcontract the award, or any part of the award. Doing so will be grounds for termination of the contract and penalties. **Agreed** ___ **Yes** ___ **No**

D. Affidavit of Contributions to members of Commissioners Court.

Any and all political contributions by the bidder to members of Commissioners Court for the previous 12 months by the bidder, must be disclosed. This includes owners, principals or officers if the bidder is a corporation or other legal entity, must be disclosed. **Complete and sign the attached affidavit.**

E. Annual Report. If you are awarded the bid, you must provide the County, every September, a report of your revenues for the most recent year end, annual employment levels by wage brackets, the addition or deletion of capital assets in excess of \$1,000,000.00, and any other pertinent information that would affect the ability of your business to maintain its status as a going concern.

F. Agreement to “Buy Local.”

If you are awarded the bid, you agree to give preference and priority to County manufacturers, suppliers, contractors and labor, except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency. Your Annual Report (see Section E) must include a summary of the action taken by the company pursuant to the “Buy Local” Provision.

G. Confidentiality.

Information that is provided to the County in connection with an application or request for Local Business Preference shall be kept confidential and not be subjected to public disclosure except as required by law, the Texas Attorney General, or by an order of a court. Written information shall be released pursuant to a request under the Public Information Act, Chapter 552 of the Texas Government Code, as amended, by the officer for public information or his or her designee in accordance with the standards established under that act for confidentiality and closed records.

Name of Business _____

Name Of Authorized Representative _____

Title Of Authorized Representative _____

Signature Of Authorized Representative _____

Date

AFFIDAVIT

To be completed by all vendors as described in section D of the local business preference application- By owner, if vendor is a sole proprietorship or all principals and officers if the vendor is a corporation or other legal entity

AFFIDAVIT

THE STATE OF _____)

COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, who, first upon oath being duly sworn, deposed and stated:

I am fully competent to make this affidavit, and the information contained herein is based upon my personal knowledge...

1. My name is (_____). My title and principal place of business is _____.

2. For the previous 12 months from the signature date on this document, I or my company have made the following campaign contributions, gifts or any transfers of cash, checks or anything of value to any member of the El Paso County Commissioners Court, any person related by marriage or birth to the County Commissioners or County Judge or any member of the El Paso County administrative staff: (Provide Date, Amount or Cash Value of Gift, and Recipient's Name and Title):

_____.

[add any additional information you think necessary or appropriate]

Affiant

The foregoing Affidavit was acknowledged before me on the ____ day of _____, 20__ by _____ (Name), _____ (Title), both in his/her individual capacity and on behalf of _____ (Company).

Notary Public, State of _____

COUNTY OF EL PASO, TEXAS
Solicitation Check List
As-Needed Carpet and Flooring Products and Installation
Bid #15-017

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

- _____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Wednesday, April 29, 2015. Did you visit our website (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 "Conflict of Interest Questionnaire"?
- _____ Did you sign and complete the required "Ethics Training Affidavit Form"?
- _____ Did you provide one original and three (3) CD copies in Word/PDF Format of your response? CD copies must reflect the original hard copy.
- _____ Did you sign and complete the "Local Business Preference Policy" form?