



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

Notice to Interested Parties

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 800 E. Overland, RM 300, El Paso, Texas 79901 before 2:00 p.m., Thursday, September 3, 2015 to be opened at the County Purchasing Office the same date for Security System for Ascarate Park Buildings.

A walk through is scheduled for **Thursday, August 20, 2015 at 10:00 a.m. at Ascarate Park,** located at 6900 Delta Drive, El Paso, Texas 79905 (meeting at the entrance toll booth).

**Proposals must be in a sealed envelope and marked:
"Proposals to be opened Thursday, September 3, 2015
Security System for Ascarate
Park Buildings
RFP Number 15-040"**

Do not contact the requesting department. Any questions or additional information required by interested vendors must be e-mailed to: bidquestions@epcounty.com before Friday, August 21, 2015, at 12:00 p.m. Proposal number and title must be on the "Subject Line" of the e-mail. 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.

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

In order to remain active on the El Paso County Vendor list, each Vendor receiving this proposal must respond in some form. Vendors submitting a proposal must meet or exceed all specifications herein.

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 in 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

RFP # 15-040 Security System for Ascarate Park Buildings Vendor must meet or exceed specifications	
Total project cost	\$
Three (3) year warranty	\$
One (1) year maintenance & support	\$
Two (2) year maintenance & support	\$
Three (3) year maintenance & support	\$
Provide additional price list to include: unit cost, extended cost, make & model of all equipment by location.	
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 five (5) CD copies in Word/PDF Format of your proposal. 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 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

_____ 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 THE PROPOSAL SUBMITTED*****

Security System for Ascarate Park Buildings

RFP #15-040



**Opening Date
Thursday, September 3, 2015**

The County of El Paso "County" is seeking a qualified company to provide and install a security system in four (4) buildings located within Ascarate Park located at 6900 Delta Drive, El Paso TX 79905. The security system will include cameras, alarms, and door locks. Currently, a few of the buildings have cameras, however there is no master security system that covers all facilities. This RFP wishes to procure a master system that monitors all facilities in the park using digital cameras, NVR (network video recorder), and other supplemental equipment.

Providers shall propose a system that best meets the needs of the County.

A. RESPONSE FORMAT REQUIREMENTS

1. Submit one (1) original response on paper and five (5) CD copies in PDF/Word Format to the County of El Paso Purchasing Agent office, 800 E. Overland Rm. 300, El Paso, Texas 79901
2. Typed responses in black ink, 11 -12 point font.
3. Standard 8 ½ x 11 paper.

B. WALKTHROUGH

A job walkthrough is scheduled **on August 20, 2015 at 10:00 a.m. at Ascarate Park**, 6900 Delta Drive, El Paso, Texas 79905. Everyone is to meet at the Entrance Toll booth.

C. COMMENCEMENT

The Contractor shall commence work within 30 days upon execution of the Contract.

D. MINIMUM QUALIFICATION

EXPERIENCE: To be considered qualified the Contractor must demonstrate at least 5 continuous year's successful experience as a professional installer of video surveillance equipment in a commercial setting. The County of El Paso reserves the right to disqualify any Contractor who has had an agreement or contract cancelled, or legal action has been taken by a public agency for cause including failure to perform, non-compliance, or illegal activity.

The Contractor shall provide with the proposal evidence that it is properly licensed under applicable law.

FINANCIAL CAPITAL: The Contractor **MUST** have sufficient financial capital to perform the project in its entirety in accordance with these specifications.

EQUIPMENT ASSETS: The Contractor is responsible for providing all of its own equipment for the project including, but not limited to vehicles, tools, supplies,

and/or materials typically necessary to perform and carryout all of the duties necessary for the project in its entirety.

E. SCOPE OF WORK

The finished project shall include video monitoring, surveillance and recording. The vision for this project is to locate the master NVR, monitor, and related networking equipment at the Maintenance Shop (red building to the right of the toll booth), with each facility having at least one viewing monitor to view their own building's activity. Contractor shall propose a system that accomplishes this goal. The new system should be designed with the possibility of future growth to new facilities that may be built in the park.

Project Requirements

1. The selected Contractor will be considered the primary contractor and will assume total responsibility to provide all materials and services needed to make the system fully operational by the agreed upon date.
2. The Contractor shall have a competent supervisor on the premises at all times during performance of the work and until work is completed and accepted. The Supervisor shall be approved by the Public Works Department prior to commencement of work. The Supervisor shall have the authority to act for the Contractor.
3. The Contractor will comply with all union rules (as applicable) and regulations in force at the project site.
4. **Subcontractors (if any):** The Contractor must identify all subcontractors and the role each subcontractor will have in the performance of the Contract. The Contractor shall be responsible for the actions and quality of workmanship of the subcontractor (s).
5. Subcontractors may not be used for support after product is delivered. Support must be provided directly from Contractor.
6. By submitting a proposal, the Contractor certifies that they are a factory authorized dealer/distributor of the product quoted and is qualified and equipped to offer in-house service, maintenance, technical training assistance, and warranty services, including availability of spare parts and replacement units.
7. If any of the proposed systems run over the in-place network or are tied into the in-place network in any way, the Contractor must certify that the proposed solution will not impact the current in-place network with the additional bandwidth use or flooding of video network traffic over the in-place network.

8. Project management will be coordinated to minimize the amount of downtime to the operation areas of the facilities.

Camera / NVRs

9. Contractor will assess and evaluate the existing security system to determine current level of technology.
10. The outdoor cameras must be vandal resistant, weather resistant and digital. The recording needs to provide 90 days of memory capacity and the digital recordings need to be easily retrievable for placement on disc for law enforcement purposes.
11. The DVR's or NVR must have the capability to be networked to allow for remote viewing, recording and playback.
12. Each DVR or NVR system shall include a Smart-UPS to protect critical data and equipment from power problems and supply clean and reliable network-grade power and an AV Extended Battery Pack for audio-video power protection from blackouts, voltage sags and swells, electrical noise interference and damaging power transients. The power pack should provide a minimum of one hour uninterrupted power.
13. **References:** Contractor must demonstrate at least two prior successful installations within the last three years of IP surveillance camera systems over both LAN and WAN technologies with similar scope to this Project and include these details as part of the proposed submittal. Evidence must include the entity, supervisor contact information, length of project and project description. The County reserves the sole discretion to determine the validity of the submitted references.
14. References that are no longer in business cannot be used. Inability to contact the supplied reference will result in that reference being deemed non responsive and will not satisfy the bid requirements. Contractors receiving negative references may be eliminated from further consideration.
15. The County reserves the right to request information about the Contractor from any previous customer of the Contractor of whom the County is aware, even if that customer is not included in the Contractor's list of references.
16. Contractor shall provide 24x7 support with a next business day response time or better in cases of outage as part of the bid package for the first year. Proposal should specify closest office and response time expected. Contractor must also have capability for 24x7 service level support.
17. The successful Contractor shall sign an agreement (i.e. Statement of Work or SOW) drafted by the Contractor including all the requirements, deliverables and remedies agreed to and negotiated by both parties. The agreement shall be governed by and construed according to the laws of the State of Texas, without

regard to the choice of law provisions of any jurisdiction. Contractor should not submit contracts as part of their proposal.

18. Due to the nature of the facility, during and at the completion of the Project, the Contractor shall restore to its former condition, all aspects of the project work site and on a daily basis, shall remove all waste and excess materials, rubbish debris, tools and equipment resulting from or used in the services identified in this document. All clean up, restoration, and removal noted above will be by the Contractor and at no cost to the County. If the Contractor fails in its duties under this paragraph, the County may upon notice to the Contractor perform the necessary clean up and deduct the costs thereof from any amounts due or to become due to the Contractor. It shall be the Contractor's responsibility to remove trash from the areas it is working in and bring trash and debris to the dumpster.
19. Each Contractor shall be required to submit with its RFP response a detailed implementation schedule outlining major milestones and associated length of time of each phase. All appropriate project details should be specified in the implementation schedule. Schedule should provide days of each phase, not dates of completion. Beginning of project will be determined by both the County and Contractor. Implementation timeline should include tasks and length after date of project beginning.
20. The successful Contractor shall assign a primary contact who will assume overall responsibility for the project and provide communication with the County during the installation phase. This individual shall be the overall company contact who oversees the on-site project supervisor listed in Item #2.

Cabling and System Requirements

21. Installation of all components shall be the responsibility of the Contractor. This includes all additional parts and equipment needed to complete the system such as network video recorders, cameras, cabling and any additional parts required to provide a complete solution. Contractor shall provide their own switches for the network video recorders and cameras.
22. All cabling must be Panduit Category 6. All cables must be terminated into a patch panel at the MDF or IDFs. Patch cables will be provided by the Contractor. All cables installed will be neatly organized into cable management and tied down. The Contractor will not plug any cables into the switches until authorized by the El Paso County IT Department.
23. The Cabling System shall be in accordance with ANSI/TIA/EIA 568 B and BICSI guidelines.
24. All cameras and hardware must be new from the manufacturer and qualify for manufacturer warranty and maintenance services.
25. All new cameras shall be TCP/IP cameras that utilize PoE. (No Analog Cameras or converting to I/P)

26. If the Cameras and overall system must integrate fully with the existing LAN, they must have compatibility with CISCO equipment. Further, video streams between camera and network video recorder must be able to be configured for both uni cast and multi cast transmission modes. The proposed system must not impact current systems or LAN/WANs with increased traffic.
27. All cameras shall be full featured, vandal resistant, fixed dome, and wall mount TCP/IP cameras designed for indoor and outdoor applications. Outdoor cameras shall be sealed for outdoor use and provide IP66 protection against water, wind or dust.
28. All new cameras shall be high resolution, high sensitivity integral color cameras and should accommodate monitoring visibility day and night under parking light illumination conditions. IP cameras must offer Wide Dynamic Range and provide a mechanical cut filter for IR Sensitivity. Administrative user(s) must have the ability to adjust the color and brightness of each camera. Cameras must support 4CIF D1 resolution at 30fps.
29. All new cameras shall be immune to shock and vibration and be vandal resistant by being able to withstand the equivalent of 120lbs of force.
30. Proposed video surveillance system shall include the necessary quantities of network video recorders to accommodate the required network I/O and disk I/O to support simultaneous 4CIF resolution at 5 frames per second for all channels. Storage capacity shall be designed for each recorder given a 4CIF, 5fps, 60% archive and 90 day retention requirement for each camera.
31. Proposed video surveillance system must allow recorded video to be played back in the forward or reverse direction, frame by frame, and from beginning or end of the clip using standard VCR like buttons. Solution must be able to record from 1–30 FPS on a per camera basis. System must have the capability to record when motion occurs and suppress video recording at other times at the camera end, not the digital recorder. Must also have the ability to define zones where a recording trigger would not be enabled. System must also have the ability to define recording schedules through Internet browser.
32. Proposed video surveillance system must provide video authentication, checksums, and reporting to ensure videos are not altered in any way.
33. Proposed video surveillance system must provide simultaneous viewing of both live and recorded video through a web browser interface and have the capability of being streamed to devices such as tablets or computers that are on the secured LAN. Complete system must be able to be administered through a web browser including full control of PTZ cameras.
34. Proposed video surveillance system must export directly into industry standard formats (e.g. JPEG, AVI, and WMV).

35. Proposed video surveillance system must be able to view up to 16 images on a single display with at least a resolution of 1024x768. Internet browser display must allow for viewing of different cameras from multiple network video recorders simultaneously.
36. The system must also provide comprehensive role based authorization for each user. Administrative user(s) must have the capability to create new users and define granular control over all system and camera functions.
37. **Optional:** Proposed video surveillance system must provide a comprehensive authentication system that allows user authentication against Microsoft Active Directory for simultaneous access to all network video recorders Facility wide.
38. Proposed system must be expandable for future camera installations without forklift upgrades or visible topology changes to the end user through the web interface. The system shall not require individual client licenses and the system shall not require any reoccurring license fees.
39. The successful Contractor shall warrant all materials and equipment furnished under the contract are in good working order, free from defects and in conformance with system specifications. All installed equipment must conform to the manufacturer's official published specifications.
40. Contractor must provide separate pricing for (3) three years warranty and support on the proposed project. Contractor technical support shall be available 24/7 and Next Business Day Replacement.
41. Contractor must detail what is included in the standard warranty for each item proposed.
42. Contractor must provide warranty service availability beyond the initial three years for each item proposed. Please specify annual cost and period of extension.
43. Authorized County staff at each facility must be able to access video from any network video recorder, instantly.
44. Solution must support motion based recording that can be configured to save disk space, change operators views and send alerts.
45. **Optional:** Solution should provide Video wall capabilities that can be created using the software, with a combination of cameras (high profile locations) and have the ability to show them in one monitor.
46. Video surveillance solution must entail internal Digital zoom capabilities that can focus in on any object instantly using the inbuilt zoom feature on non PTZ cameras. This feature must be able to be turned off if deemed necessary.

47. Proposed appliance should include, 1 Blu-ray Burner, front accessible (8X DVD reader, 24X CD reader) 2 X 10/100/1000 RJ 45, 10BASE T, 100BASE TX 1000BASE T Ethernet.
48. Contractor shall setup the Camera System on its own autonomous Network and not utilize the County's Network.
49. Contractor shall provide and install PoE Cisco Switches, model 2960X preferred and include SMARTNet Maintenance with 1 year and 3 year pricing options.
50. Contractor will determine the method of connecting cameras to Ethernet cable or fiber, while keeping industry standards best practices.
51. Network Switches will need to be on UPS backup power

An aerial drawing of the park facilities is attached.

Video Surveillance Equipment Listing – Estimated Needs

The equipment specifications below are based on estimated numbers of cameras that will meet the needs for the four buildings within Ascarate Park. These are assumed needs and should be used as a starting point in proposing the best solution for the County. The Contractor shall propose switches, color monitors, and other necessary equipment to complete the system. The information below assumes that the best system will consist of a "master" system with supplemental cameras and monitors in the other facilities. Recommendations or alternative setups will be considered. Any equivalent or equal solutions must be described in detail in proposal. All accessories including parts, cabling, and labor must also be included in the final price.

The Contractor's price proposal shall list all equipment individually, by unit price, with manufacturer's name and model number.

The County shall have the option to change the quantities or add or remove components to remain within our budget. Proposals should be flexible enough to allow for additions or removals of quantities or components without breaking the functional design.

The price proposal that best meets the needs of the County will be recommended shall include connecting the County's existing system to the Contractor's proposed video surveillance system.

Prices shall remain firm for one (1) year, so that if funds are available, additional quantities may be purchased under the proposal.

County staff will recommend the "best solution" for the County's needs.

Security Cameras/ Systems

Item	Location	Equipment for the location
1	Toll Booth	<p>6 - cameras outdoor Dome Camera IP vandal proof 3 megapixel cameras</p> <p>1 - Keypad door lock</p> <p>Multiple - Motion sensors to determine glass breakage. Triggers alarm. The County's alarm monitoring company will receive the notification.</p> <p>1 - Panic button that goes to the alarm monitoring company.</p>
<p>Special details: One camera picks up face of driver entering park. HD Camera quality. Also views the receipt of money at the toll booth.</p> <p>The other camera will be inside the booth, to monitor the cash register.</p>		

Item	Location	Equipment for the location
2	a) Maintenance Shop	<p>4 – Exterior cameras. (One in each corner of the building)</p> <p>3 – Interior cameras.</p>
	b) Maintenance Shop Grassy Area	<p>The County will build a shed for the IT network equipment and master security system equipment.</p>
<p>Special details:</p> <ul style="list-style-type: none"> • 4 cameras: One camera faces the outside fuel tanks, one camera facing the grassy area, the other 2 cameras monitor the opposite end of the building. • 3 interior cameras: Cameras should surveill all areas of the interior. • Master security system – The Master NVR shall be able to see all areas of Ascarate Park and cameras. The master unit will have enough memory for 90 days retention. All proposed cameras in this RFP will be motion-activated to save memory space. The master system will not be manned. Video and recordings will be retrieved, watched on demand at designated office workstations. • The master system shall have the ability to download recorded data from any location in the park onto a removable disk as described in this RFP. All authorized staff shall be able to access the master system and retrieve the networked data. 		

Item	Location	Equipment for the location
3	Pool	11 – Exterior cameras. (4 for each corner of the building, 6 to cover the entire pool area, 1 at cash booth to see the customers) 1 – Interior camera at cash booth to monitor the cash transactions.
Special details: None.		

Item	Location	Equipment for the location
4	Golf Clubhouse	18 – cameras to cover interior and exterior of clubhouse
Special details: 18 cameras listed = 1 restroom hallway, 1 outside the entrance, 1 Pro Shop cash transactions, 1 sees customers buying at Pro Shop, 1 Pro Shop Inventory room, 1 in Cafeteria, 1 entrance of Cart Barn, 2 inside the <u>older</u> Cart Barn, 2 inside the <u>newer</u> Cart Barn, 1 in arched walkway entrance, 2 down the archway to see people walking, 1 facing First Tee Bldg area. 2 in exterior of Golf Course Maintenance Shop, 1 inside Golf Course Maintenance shop		

Security Alarm System

Item	Location	Equipment for the location
5	Golf Clubhouse	1) Storefront door has sensor 2) Motion sensor on all the glass in the clubhouse
	Older Cart Barn	3) Alarm on 2 roll-up doors
	Newer Cart Barn	4) Alarms on the two (2) roll-up doors 5) Alarms on 2 doors.
	Park Main Office	6) Alarm on door only.
Special details: Alarms will be sent to the alarm monitoring company.		

PROPOSAL FORMAT:

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated. Proposal shall not exceed 40 pages not including attachments.

Cover Page
Letter of transmittal
Table of Contents
Proposal Narrative- Statement of Work
County Information Needed
References
Cost

COVER PAGE

Each proposal must have the County's Proposal Schedule Form as the cover page.

LETTER OF TRANSMITTAL

A Letter of Transmittal must accompany each proposal.
The Letter of Transmittal must be on official business letterhead:

- identify the applicant organization and contact person;
- identify the name and title of the person authorized by the organization to contractually obligate the organization;
- identify the legal status of the submitting organization (proprietorship, corporation, non/for-profit, etc.).
- identify the name, title, telephone, email and FAX number of the person to be contacted for clarification;
- explicitly indicate acceptance of all requirements of the RFP;
- A statement that the cost proposal is valid for 90 days; and
- Acknowledge receipt of any and all amendments to this RFP.

TABLE OF CONTENTS

Immediately following the letter of transmittal, the applicant is required to provide a Table of Contents that identifies all subsequent sections and pages.

PROPOSAL NARRATIVE

Describe your organization's qualifications and experience in providing a security system as described in this RFP. Describe the capabilities and functionality of the system per this RFP's SCOPE OF WORK.

(1). Company experience - List company's experience and background with proposed system, including project implementation experience, existing reputation, and number of years in business. Company must have been in the business of providing video surveillance systems for no less than 5 years.

(2). Staff experience - List of all employees expected to work on the project, a short resume, and a list of licenses achieved for each. Contractor shall also list any equipment resources used on the project.

Assistance from El Paso County. Please provide a written summary identifying the types of information, data, and assistance required from the County in order to complete this project.

References - Contractor shall supply references. Provide a minimum list of three references that have contracted with your firm for the same or similar services. The County will contact these references as part of the due diligence phase of supplier selection. Include for each reference:

- (a) Company name
- (b) Contact name
- (c) Company Address
- (d) Contact telephone number and fax number
- (e) Contact e-mail address

Price Proposal

- The price proposal shall list all equipment individually by location. Unit price and Extended Prices shall be supplied.
- Proposed equipment will list manufacturer's name and model number.
- The above price shall include connecting the proposed system to the County's alarm monitoring system.
- Provide a separate cost for 3 year warranty on equipment.
- Provide a separate cost for year 1, 2, and 3 of maintenance and support.

EVALUATION CRITERIA

The County will review proposals and determine those that are responsive. The County does not obligate itself to accept the lowest cost proposal. The County reserves the right to accept or reject any or all proposals, waive minor irregularities and choose the proposal (or part thereof) which is most advantageous to the County. In evaluating qualified proposals the following consideration will be taken into account for award recommendations:

Criteria	Total Possible Points
1. Experience of Contractor on similar projects. (Reference checks)	10
2. Meets specifications, price, and overall quality and value to the County.	50
3. Qualifications and experience of the Contractor.	20
4. Performance of the equipment.	20
TOTAL POINTS:	100

The County reserves the right to request interviews with proposers to further clarify the proposals. The County may request a demonstration of the proposed equipment to assess the performance.

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. PROPOSAL PACKAGE

- a. The request for proposal, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all considered part of the proposal package. Proposals must be submitted on the forms provided by the County, including the proposal sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the proposal sheet/contract page (s) may disqualify the proposal from being considered by Commissioners’ Court. Any individual signing on behalf of the proposer expressly affirms that he or she is duly authorized to tender this proposal and to sign the proposal sheet/contract under the terms and conditions in this proposal. Proposer 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 proposal. 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 proposer is required to thoroughly review this entire proposal packet to familiarize themselves with the proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with the County.
- b. **Proposal must be in the Purchasing Department BEFORE the hour and date specified. Faxed or e-mailed proposals will not be accepted. Late proposals will not be considered under any circumstances.**
- c. Any proposal sent via express mail or overnight delivery must have the RFP number and title clearly marked on the outside of the envelope or package. Failure to clearly identify your proposal may be cause for disqualification.

2. COMPETITIVENESS AND INTEGRITY

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

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

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

3. PROPOSER’S RESPONSIBILITY

The Proposer must affirmatively demonstrate its responsibility. The Proposer 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 Request for Proposal;
- 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 PROPOSALS

The County, acting through its Commissioners' Court reserves the right to: (1) reject any and all proposals and waive any informality in the proposals received; (2) disregard the proposal of any proposer determined to be not responsible. The County further reserves the right to reject any proposal 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 proposer to review the entire invitation to proposal 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 proposal procedures must be received in the Purchasing Department no less than seventy-two hours prior to the time set for proposal 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 proposer 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 PROPOSAL

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

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

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

8. PRICING

Proposals 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). Proposal will be either lump sum or unit prices as shown on the proposal 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. RFP subject to unlimited price increases will not be accepted. The County is tax exempt and no taxes should be included in your proposal.

Unless prices and all information requested are complete, proposal 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 PROPOSALS

A proposer may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by proposer guaranteeing authenticity. Proposals 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 PROPOSALS

Each proposal shall give the complete mailing address of the Proposer 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 proposal shall include the Proposer's Federal Employer Identification Number (FEIN), Failure to sign the Contract page(s) and proposal response sheet will disqualify the proposal from being considered by the County. The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to render the proposal and to sign the proposal sheets and contract under the terms and conditions of this RFP and to bind the Proposer 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 proposals in whole or in part received by reason of this RFP and may discontinue its efforts under this RFP 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 proposal, waive minor technicalities, or to award by item or by total proposal. Price should be itemized.

A Proposer whose proposal does not meet the mandatory requirements set forth in this RFP will be considered noncompliant.

Each Proposer, by submitting a proposal, agrees that if its proposal is accepted by the Commissioners' Court, such Proposer will furnish all items and services upon the terms and conditions in this RFP 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 Requests for Proposals.

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. Proposer 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 Proposer 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 proposer(s) includes, but is not limited to, the proposer'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 proposer 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 Request for Proposals 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 proposal, 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 proposal 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 Request for Proposal 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 request, or to procure or contract for services or supplies.

18. BEST AND FINAL OFFERS

In acceptance of proposals, the County reserves the right to negotiate further with one or more of the contractors as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County. This includes solicitations of a Best and Final Offer from one or more of the proposers. If invoked, it allows acceptable proposers the opportunity to amend, change or supplement their original proposal. Proposers may be contacted in writing requesting that they submit their best and final offer. Any such best and final offer must include discussed and negotiated changes.

19. SINGLE PROPOSAL 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.

20. REJECTION/DISQUALIFICATION OF PROPOSALS

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

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

E. Evidence of collusion among proposers.

21. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this proposal, 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 Proposer's responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted.

22. PROPOSAL IDEAS AND CONCEPTS

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

23. 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.

24. WITHDRAWAL OF PROPOSAL

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

25. 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.

26. PROOF OF INSURANCE

Successful proposer 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.

Successful proposer 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 proposer. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to the County.

Insurance is to be placed with insurers having a Best rating of no less than A. The Proposer 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 Proposer 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 Proposer 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 Proposer.

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

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.

27. 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>

28. NON-COLLUSION AFFIDAVIT

The contractor declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal 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 proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, 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 proposal price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the proposal 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 proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her proposal 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 proposal.

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 Request for Proposal.

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.

29. 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.

30. MERGERS, ACQUISITIONS

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

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

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

Moreover, Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition. The New Proposer'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. Proposer 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 Proposer attributed to these delays, should any occur. In addition, Proposer 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 RFP are believed to be reasonably accurate.

33. SUBCONTRACTING/ASSIGNMENT

Proposer 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 Proposer of any of its responsibilities under this contract.

34. INDEPENDENT CONTRACTOR

Proposer 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 Proposer or its subcontractors perform in providing the requirements stated in the Request for Proposal.

35. MONITORING PERFORMANCE

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

* This page must be included in all responses.



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

RE: RFP #15-040, Security System for Ascarate Park Buildings

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 filling 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
Peter Gutierrez, Buyer II
Elvia Contreras, Formal Bid Buyer
Lucy Balderama, Inventory Bid Technician
Edward Dion, County Auditor
Wallace Hardgrove, Budget & Financial Manager
Josie Brostrom, Assistant County Attorney
Javier Saenz, Assistant County Attorney
Michael Martinez, Administration
Pat Adatao, Public Works Director
Norma Rivera Palacios, Assistant Public Work Director
Manny Lucero Jr., construction Project Manager

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

RFP # 15-040

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

Ascarate Park



COUNTY OF EL PASO, TEXAS
Check List

**Security System for Ascarate
Park Buildings
RFP #15-040**

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

- _____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Thursday, September 3, 2015. Did you visit our website (www.epcounty.com) for any addendums?
- _____ Did you sign the Proposal Signature Page?
- _____ 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 complete and sign 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 original hard copy.