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., Monday, June 9, 2014 to be opened at the County Purchasing Office the same date for Tires for the County of El Paso**.**

Bids must be in a sealed envelope and marked:
"Bid to be opened Monday, June 9, 2014
Tires for the County of El Paso
Bid #14-021"

Do not contact the requesting department. Any questions or additional information required by interested vendors must be emailed to: bidquestions@epcounty.com before 05/28/2014, at 12:00 p.m. Bid number and title must be on the "Subject Line" of the email. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.

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

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

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

KENNIE DOWNING
Purchasing Agent

El Paso County Code of Ethics Training Affidavit

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

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

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

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

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

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

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

El Paso County Code of Ethics Training Affidavit (continued)

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

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

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

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

_____.
(Company name)

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

Name_____

Title_____

Company Name_____

Address_____

_____

Signature_____

Date_____

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

Memorandum

To: All Vendors

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

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

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

EL PASO COUNTY SIGNATURE PAGE

Description – Bid #14-021 **Tires for the County of El Paso** 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*****

Tires for the County of El Paso

Bid #14-021

Opening Date
Monday, June 9, 2014

TECHNICAL SPECIFICATIONS

1. El Paso County is requesting bids for Automotive, Truck, and Equipment Tires. This specification covers the tire requirements of El Paso County for use on Automobiles, Light and Heavy Trucks, Graders, Trailers, Tractors, and other related equipment.

2. Contract shall be for the period of one (1) year, with the option to renew the contract for one (1) additional year which shall convert to a month to month contract not to exceed six (6) months.

3. All tires must meet current Department of Transportation (DOT) standards. Passenger car tires must conform to National Highway Traffic Safety Administration tire quality grading listings.

4. All tires must be new, first line quality and equal to or better than the current, most widely used Original Equipment Manufacturer (OEM) quality level. The burden of proof for OEM level quality will rest with the bidder. All products furnished under this specification shall be of the latest design and construction and **shall not be more than twelve (12) months old at the time of delivery.** Bidders are requested to submit, with their bids, a manufacturer's certification that all tires being bid are OEM quality level or better. Discontinued and retread tires will not be acceptable.

5. Where applicable, all tires must be listed in the Cooperative Approved Tire List (CATL-1922, revised 2012 and CATL-1923, revised 2007) and the latest amendment thereto. Bids will not be considered on tires unless such tire brands are shown as approved on this list. Approved Brands:

AUTOMOTIVE:

BRIDGESTONE/FIRESTONE (U.S.A.) INCORPORATED BRANDS
COOPER TIRE & RUBBER COMPANY
AVON TYRES BRANDS (MANUFACTURED BY COOPER):
DEAN BRANDS (MANUFACTURED BY COOPER):
DEL-NAT TIRE CORPORATION (MANUFACTURED BY COOPER)
DOMINATOR BRANDS (MANUFACTURED BY COOPER):
HERCULES TIRE & RUBBER COMPANY BRANDS (MANUFACTURED BY COOPER)
MENTOR BRANDS (MANUFACTURED BY COOPER)
PEP BOYS BRANDS (MANUFACTURED BY COOPER)
PARRISH BRANDS (MANUFACTURED BY COOPER)
ROADMASTER BRANDS (MANUFACTURED BY COOPER)
STARFIRE BRANDS (MANUFACTURED BY COOPER)
TBC INCORPORATED BRANDS (MANUFACTURED BY COOPER)
THE GOODYEAR TIRE & RUBBER COMPANY
GOODYEAR BRANDS
KELLY-SPRINGFIELD BRANDS (MANUFACTURED BY GOODYEAR)
MICHELIN NORTH AMERICA
BF GOODRICH BRANDS (MANUFACTURED BY MICHELIN)
MICHELIN BRANDS

UNIROYAL BRANDS (MANUFACTURED BY MICHELIN)

PURSUIT:

BRIDGESTONE/FIRESTONE (U.S.A.) INCORPORATED BRANDS
CONTINENTAL TIRE NORTH AMERICA
GENERAL BRAND
COOPER TIRE & RUBBER COMPANY
COOPER BRANDS
BIG O BRAND (MANUFACTURED BY COOPER TIRE & RUBBER COMPANY)
HERCULES BRANDS (MANUFACTURED BY COOPER TIRE & RUBBER COMPANY)
DEL-NAT BRANDS (MANUFACTURED BY COOPER TIRE & RUBBER COMPANY)
PEP BOYS BRANDS (MANUFACTURED BY COOPER TIRE & RUBBER COMPANY)
TBC INC. BRANDS (MANUFACTURED BY COOPER TIRE & RUBBER COMPANY)
THE GOODYEAR TIRE & RUBBER COMPANY
MICHELIN NORTH AMERICA
BF GOODRICH BRANDS (MANUFACTURED BY MICHELIN
MICHELIN BRAND
UNIROYAL BRANDS (MANUFACTURED BY MICHELIN)
YOKOHAMA TIRE CORPORATION

LIGHT TRUCK:

BRIDGESTONE/FIRESTONE (U.S.A.) INCORPORATED
BRIDGESTONE BRANDS
FIRESTONE BRANDS
THE GOODYEAR TIRE & RUBBER COMPANY
GOODYEAR BRANDS (POLYESTER/STEEL CONSTRUCTION)
GOODYEAR BRANDS (STEEL/STEEL CONSTRUCTION)
KELLY-SPRINGFIELD BRANDS (MANUFACTURED BY GOODYEAR)
MICHELIN NORTH AMERICA
BF GOODRICH BRANDS (MANUFACTURED BY MICHELIN)
MICHELIN BRANDS
UNIROYAL BRANDS (MANUFACTURED BY MICHELIN)
SPECIALTY TIRES OF AMERICA INCORPORATED

TRUCK & BUS:

BRIDGESTONE/FIRESTONE (U.S.A.) INCORPORATED
BRIDGESTONE RADIAL BRANDS:
FIRESTONE RADIAL BRANDS:
CONTINENTAL TIRE NORTH AMERICA BRANDS
GENERAL BRANDS
CONTINENTAL BRANDS
COOPER TIRE & RUBBER COMPANY
COOPER RADIAL BRANDS
THE GOODYEAR TIRE & RUBBER COMPANY
GOODYEAR BRANDS
KELLY-SPRINGFIELD BRANDS (MANUFACTURED BY GOODYEAR)
DUNLOP (MANUFACTURED BY GOODYEAR)

MICHELIN NORTH AMERICA
BF GOODRICH BRANDS (MANUFACTURED BY MICHELIN)
MICHELIN BRANDS
SPECIALTY TIRES OF AMERICA INCORPORATED
YOKOHAMA TIRE CORPORATION

OFF ROAD AND EARTHMOVING MACHINERY TIRES:

OFF ROAD TIRES, INTERMITTENT HIGHWAY SERVICE:

BRIDGESTONE/FIRESTONE (U.S.A) INCORPORATED
GOODYEAR TIRE & RUBBER COMPANY
MICHELIN NORTH AMERICA
SPECIALTY TIRES AMERICA, INC.
YOKOHAMA TIRE CORPORATION

EARTHMOVING, MINING AND LOGGING TIRES:

BRIDGESTONE/FIRESTONE (U.S.A) INCORPORATED
CONTINENTAL TIRE NORTH AMERICA
DENMAN TIRE CORPORATION
GOODYEAR TIRE & RUBBER COMPANY
MICHELIN NORTH AMERICA
SPECIALTY TIRES AMERICA, INC.
TITAN TIRE CORPORATION
TYRES INTERNATIONAL INCORPORATED
YOKOHAMA TIRE CORPORATION

ROAD GRADER TIRES:

ALLIANCE TIRE COMPANY
BRIDGESTONE/FIRESTONE (U.S.A) INCORPORATED
CONTINENTAL TIRE NORTH AMERICA
GOODYEAR TIRE & RUBBER COMPANY
MICHELIN NORTH AMERICA
TITAN TIRE CORPORATION
SPECIALTY TIRES AMERICA, INC.
TYRES INTERNATIONAL INCORPORATED
YOKOHAMA TIRE CORPORATION

6. The following information shall be molded or branded on each tire: manufacturer's name or trademark, the nominal size, ply or ply rating, tube or tubeless, type of cord used, and identification or serial number.

7. All radial tubes must meet Federal Specification #ZZ-I-550C and the latest amendment thereto. Use of this quality level tube requires the manufacturer to guarantee his product using any brand tires.

8. The National Highway Traffic Safety Administration (NHTSA) established the Uniform Tire Quality Grading Standards (UTQGS) in 49 CFR 575.104. Automotive tires shall have the following: Recommend Tread ware minimum of “400”, Traction minimum “A”, Temperature “B”, and speed rating minimum “S”.

   Police pursuit, light truck, truck and buses, and off-road/ earth moving equipment mentioned in this bid have their own speed and load bearing requirements.

9. **Special Requirements for Police Tires (Pursuit Tires).** Radial tire must be specially designed and constructed to meet the requirements of Police Patrol use and to be capable of sustaining a high speed pursuing chase in excess of 130 mph for 50 miles when required. Vendors shall submit a letter from manufacturer which indicates testing method/procedures and location used. Supplier must indicate belt and ply construction, etc., on Bid Price Sheet or as an attachment to the bid. All V, W, and Z rated tires will have UTG ratings Temperature” A” and Traction “A” ratings, with tread ware life minimum of 380.

10. **See the BID PRICE SHEET for tire part numbers required.**

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. The Bidder must have been in the business of selling tires for the period of no less than two years.

2. The Bidder must be licensed to do business in Texas.

3. The County reserves the right to award a contract to more than one bidder.

4. Award shall be made to the lowest responsible bidder(s) who meets or exceeds the specifications. Tires supplied under this contract shall be subject to approval of El Paso County. **Tires found to be defective or not meeting specifications shall be picked up and replaced by the successful bidder within five (5) working days after notification, at no expense to El Paso County. If the tires are not picked up within five (5) working days of notification, the tires become a donation to El Paso County for final disposition.**

5. The vendor shall provide tires and services to County vehicles that are brought to the vendor's place of business or by delivery to the County facility as directed on the County purchase order. Only Off Road-Heavy Duty and Pursuit Tires will require delivery.

6. The County will not fill out the vendor's credit application forms. All transactions will be conducted on a County purchase order. The County will provide a letter signed by the Purchasing Agent that includes our Accounts Payable information to process your invoice.

7. Deliveries will be made in various quantities, during various periods, to various locations, as needed by El Paso County Departments. If order is given and the bidder fails to furnish the materials by the guaranteed date, El Paso County reserves the right to cancel the order without liability on its part. **All delivery prices are to be F.O.B. to the El Paso County delivery location specified on each Purchase Order, all freight prepaid.**

8. The vendor shall maintain stock in sufficient quantities and sizes of tires to supply the reasonable demands of El Paso County within 3-5 days of request.

9. **Special Stocking Requirements for Police Radial (Pursuit) Tires.** The successful vendor shall maintain a minimum of twenty (20) each of Items noted (sizes P245/55R18, P265/60r17 and P225/60R16), as specified on the Bid Forms, for same day delivery.

10. The successful bidder is warned that any attempt to substitute and make delivery of tires of brand and trade names other than those proposed, without prior written approval from El Paso County, shall be grounds for immediate termination of the contract.

11. Whenever the vendor encounters any difficulty which will delay or threatens to delay timely performance (including actual or potential labor disputes), the vendor shall immediately give notice thereof, in writing, to the Purchasing Agent, providing all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by El Paso County of

any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule of such delay.

12. All defective tires returned to the vendor shall be picked up by the vendor and shipped per instruction of the vendor at no cost to El Paso County.

13. If the bidder offers an inconsistent Tire description and Part Number on the enclosed Bid Price Sheet, the Part Number shall prevail and be utilized by the County for bid comparison purposes.

14. The use of brand names is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. Products equal to those specified will be considered for award. Bidders are requested to submit full specifications for each tire bid. The following will apply to all tires being offered, if other than the tire specified on the Bid:

    a. Tire must be equal to or better than the tire originally specified.
    b. If notation of substitution is not made on the Bid Price Sheet, it is assumed the vendor is bidding the item specified.
    c. El Paso County reserves the right to determine whether an "equivalent" meets or exceeds the specifications listed. El Paso County's decision will be final.
    d. Successful vendor will not be allowed to make unauthorized substitutions after award.

15. Quantities indicated on the Bid Price Sheet are **ESTIMATED ANNUAL REQUIREMENTS** based upon the best available information. The County reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price.

16. The County may require samples of equivalent tires for testing and evaluation purposes. Samples will be free to the County. Failure to provide samples will be justification for bid rejection. El Paso County reserves the right to determine equals. **Samples must be the same product as that bid.**

BID PRICE SHEET

Tires will be requested and installed at the vendor's place of business, or as requested for delivery. All Off-Road Heavy Duty Tires and all Pursuit tires will be delivered. The vendor shall not have a minimum order quantity for making deliveries.

All spaces must be completed in the tables below. Any blank spaces may result in the line item determined as non-responsive. (If not applicable, put "N/A" or "no bid")
List Warranties if any.

Submit a manufacturer's certification that all tires being bid are OEM quality level or better.

Group 1: Automobiles
The tires listed below must be able to handle all types of weather. Please state your part number, brand, size, and price

No.	Est. Annual Use	Tire Size	Unit Price	Ext Price	Manufacturer Name	Tread Pattern	Warranty
1	8	215/60R16					
2	8	P275/65R18					
3	12	LT245/75R16					
4	8	P205/65R15					
5	12	P265/70R17					
6	16	P225/60R16					
7	36	LT245/75R17/E					
8	8	LT235/85/16/10					
9	8	185/65R14					
10	12	P235/70R16					
11	8	225/70R19.5					

Group 2: Off Road Tires-Heavy Duty Tires

The tires listed below must be able to handle rough desert terrain, and have traction for all types of weather. All tires must be the same quality as Bridgestone/Firestone or equivalent. Please state your part number, brand, size, and price.

No.	Est. Annual Use	Tire Size	Unit Price	Ext Price	Manufacturer Name	Tread Pattern	Warranty
1	10	7.50-15/14					
2	110	11R22.5/16					
3	42	11R24.5/16					
4	10	14.00-24/12 FRS G2 RB SGG					
5	12	14.00-24/12 BW G4 RB DT					
6	2	13.6-24/8					
7	2	16.9-34/6					
8	8	17.5-25/12					
9	10	17.5-25/16					
10	4	18X8.50-8/4					
11	8	20.5-25/20					
12	10	305/70D16.5/10					
13	10	7.50-14/14TT					

Group 3: Trucks / Vans / Buses

The tires listed must be able to handle rough desert terrain, have traction for all types of weather. Please state your part number, brand, size, and price.

No.	Est. Annual Use	Tire Size	Unit Price	Extended Price	Manufacturer Name	Tread Pattern	Warranty
1	20	LT265/75R16					
2	32	ST225/75R15/10					
3	16	LT225/75R16/10					
4	20	LT245/75R17/10					
5	12	LT265/70R17/10					
6	8	195/60R15					

Group 4: Pursuit Tires

The tires listed must be Certified Police/ Pursuit tires V, W or Z rated tires. Tires must be able to handle all types of weather at high speeds when necessary. Tires must be the same or equivalent to Firestone Fire Hawk GTv or GTz. Safety is priority.

No.	Est. Annual Use	Tire Size	Unit Price	Extended Price	Manufacturer Name	Tread Pattern	Warranty
1	120	245-55R18 103W					
2	120	P265/60R17 108V					
3	195	235/55R17					
4	180	P225/60R16 97V					

Prices for mounting tires if needed:
Bid price shall be for mounting each tire.

For Listed	Cars	Trucks/Vans	Buses	Other
Mount and Dismount Labor				
Computerized Spin Balance				
Tire Disposal Fee				
Shop Parts				
Computerized Wheel Alignment				
Cost for Mobile Unit (for mounting tires at location requested by department)				
Fix or Repair Flat Tires				

Notes or Explanation for each item if needed:

_____
_____
_____
_____
_____
_____
_____
_____

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

Delia Briones

County Clerk, Delia Briones

COUNTY OF EL PASO

Veronica

County Judge Veronica Escobar

COUNTY OF EL PASO
LOCAL BUSINESS PREFERENCE POLICY
APPLICATION for
BID NO. 14-021

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 _____

General Provisions
County of El Paso, Texas

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

1. BID PACKAGE

a. The bid, general and special provisions, drawings, specifications/line item details, contract documents and the bid sheet are all considered part of the bid package. Bids must be submitted on the forms provided by the County, including the bid sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the bid sheet/contract page (s) may disqualify the bid from being considered by Commissioners' Court. Any individual signing on behalf of the bid expressly affirms that he or she is duly authorized to tender this bid and to sign the bid sheet/contract under the terms and conditions in this bid. Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid. Changes must also be made to any electronic copies submitted. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bid procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful bidder will execute with the County.

b. Bid must be in the Purchasing Department BEFORE the hour and date specified. Faxed or e-mailed bids will not be accepted. Late bids will not be considered under any circumstances.

c. Any bid sent via express mail or overnight delivery must have the Bid number and title clearly marked on the outside of the envelope or package. Failure to clearly identify your bid may be cause for disqualification.

2. COMPETITIVENESS AND INTEGRITY

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

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

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

3. BIDDER'S RESPONSIBILITY

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

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

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

4. REJECTION OF BIDS

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

5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

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

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

6. SUBSTITUTES

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

7. **EXCEPTIONS TO BID**

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

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

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

8. PRICING

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

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

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

9. TAX EXEMPTION

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

10. MODIFICATION OF BIDS

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

11. SIGNATURE OF BIDS

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

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

Pursuant to the Texas Local Government Code

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

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

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

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

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

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

13. PUBLIC INFORMATION ACT

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

14. RESULTANT CONTRACT

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

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

15. ESTIMATED QUANTITIES

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

16. CONTRACTOR INVESTIGATION

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

17. NO COMMITMENT BY COUNTY

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

18. SINGLE BID RESPONSE

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

19. REJECTION/DISQUALIFICATION OF BIDS

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

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

20. CHANGES IN SPECIFICATIONS

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

21. BID IDEAS AND CONCEPTS

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

22. BID/PROPOSAL DISCLOSURES

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

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

23. WITHDRAWAL OF BID

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

24. INDEMNIFICATON

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 contact 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 contact 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 (0MB 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 CPR 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 (0MB 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 statues 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 #14-021, Tires for the County of El Paso

Dear Vendor:

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY

Date Received

Bid # 14-021

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.

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

2

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

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

3

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

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

_____
Signature of person doing business with the governmental entity

_____
Date

Adopted 06/29/2007

COUNTY OF EL PASO, TEXAS

Solicitation Check List

Tires for the County of El Paso

Bid #14-021

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Monday, June 9, 2014. 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 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.