



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., Thursday, April 2, 2015** to be opened at the County Purchasing Office the same date for Heavy Equipment for Public Works (Road and Bridge) Department.

**Bids must be in a sealed envelope and marked:
"Bid to be opened Thursday, April 2, 2015
Heavy Equipment for Public Works
(Road and Bridge) Department
Bid #15-012"**

Do not contact the requesting department. Any questions or additional information required by interested vendors must be emailed to: bidquestions@epcounty.com before 03/25/2015, at 12:00 p.m. Bid number and title must be on the "Subject Line" of the email. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.

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

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

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

KENNIE DOWNING
Purchasing Agent

El Paso County Code of Ethics Training Affidavit

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

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

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

What is a vendor:

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

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

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

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

El Paso County Code of Ethics Training Affidavit (continued)

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

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

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

I _____ am an officer, principal, or individual
(Full Name)

authorized to bind the company, known as

(Company name)

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

Name _____

Title _____

Company Name _____

Address _____

Signature _____

Date _____



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

Memorandum

To: All Vendors

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

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

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

EL PASO COUNTY SIGNATURE PAGE

Bid #15-012

Heavy Equipment for Public Works (Road and Bridge) Department
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*****

Heavy Equipment for Public Works (Road and Bridge) Department

Bid #15-012



**Opening Date
Thursday, April 2, 2015**

The County of El Paso, Texas seeks to purchase One (1) Street Sweeper, One (1) Backhoe, One (1) Tandem Dump Truck, and One (1) Pneumatic Roller per the enclosed specifications.

When a specific make/model is provided, the term “or approved equal” applies to all vehicles. The County is open to all makes/models that meet the specifications.

Award shall be made to the lowest responsible bidder per vehicle. The County reserves the right to award to one or more vendors. Award shall be based on the total base bid for each item plus optional items if any.

The vehicle and all associated equipment furnished under this bid shall be new, unused, and the manufacturer’s current production model.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:

Prospective bidder must have been in the business of selling commercial heavy equipment vehicles for more than two (2) years. Bidder must be an authorized dealership and maintenance service provider for the proposed vehicles offered. Bidder must be listed on the manufacturer’s website as a dealer.

EXHAUST EMISSION STANDARDS: Vehicles furnished to this specification shall meet the latest EPA Low Emission Vehicle standard.

FEDERAL MOTOR VEHICLES SAFETY STANDARDS: Vehicles shall meet or exceed all applicable requirements of the FMVSS, where applicable.

SAFETY: All equipment, accessories and optional items must fully conform to all applicable federal and state requirements and/or regulations. All other items not so specified but deemed necessary by the manufacturer for the safe and efficient operation of the vehicles must also be provided.

DECALS: No dealer advertisement or decals shall be affixed to any units or equipment.

MANUALS: Contractor shall provide two (2) complete sets of owner-operator manuals, including all standard manufacturer/vendor literature normally furnished with the purchase of a new vehicle. The vendor will provide two (2) sets of service and repair manuals for the Fleet Services Department. Please indicate if these manuals are available in CD or other electronic format.

LITERATURE: Printed or electronic literature (containing sufficient information to determine product compliance with specifications) shall be furnished with the bid. All literature submitted must be the most current for the proposed unit(s).

Exceptions will only be allowed if they are equal to or superior to that specified and provided they are listed and fully explained on a separate page. Manufacturer’s brochures by themselves will not suffice. If a clause is met exactly, so state. If no exceptions or deviations are identified in this manner, the items shall be furnished exactly as described herein. Failure to furnish required documentation with the bid may result in the bid being deemed incomplete and non-responsive, resulting in rejection. The burden of proof shall rest with the Bidder, to prove that the proposed item(s) are

equivalent to the performance, materials, processes, or articles specified. All exceptions shall be made in sufficient detail to permit the County to study and evaluate the exception(s).

The County shall be the sole judge whether item(s) bid are equivalent to those specified.

TAXES: The County is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING.

PRE-DELIVERY SERVICE: Vehicles shall be completely serviced, adjusted and made ready for installation of optional equipment. All units shall have:

- (1) All fluid levels checked and maintained with the proper grade and type of fluids;
- (2) Pre-delivery inspection and service on chassis;
- (3) The interior and exterior of units shall have been cleaned and washed.

DELIVERY: The bidder shall deliver vehicles during normal working hours (8:00 am – 5:00 pm Mountain Time) at the designated County facility. The place of delivery shall be set forth in the purchase order. Vehicles shall have less than 100 miles when delivered.

Upon delivery each unit shall be accompanied by the Manufacturer's Certificate of Origin, Sales Invoice, Signed Title Application, Odometer Statement as applicable, and operator manuals.

TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the County until the County actually receives and takes possession of the vehicles at the point(s) of delivery.

VENDOR INSPECTION AND INSPECTION STICKER: All vehicles shall be properly inspected to meet DPS requirements. Applicable vehicles shall have the Texas Inspection sticker attached before delivery to the County, where applicable. Any fee charged for these inspections shall be the responsibility of the Contractor and not the County.

ACCEPTABILITY: All vehicles and equipment in this bid shall be subject to inspection by a County officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the Purchasing Agent or designated representative.

STANDARD EQUIPMENT: Any parts, controls, materials or attachments, which are considered standard and/or necessary to form an efficient and complete working unit, as judged by the County, shall be furnished whether specifically mentioned herein or not. The units listed herein shall be furnished with all standard equipment and factory-installed accessories whether or not specifically listed in the specifications, i.e. sun

visors, ignition noise suppressor, cigar lighter, dome lights, etc., as listed in the manufacturer's printed literature as standard equipment for the respective unit.

LICENSE PLATE: Applicable vehicles shall be mounted with a front and rear license plate bracket, and adequate space for attaching the rear license plate without modification. Illumination for the license plate shall be provided in accordance with DPS requirements. Any exceptions to any line-items in these specifications should be clearly noted on the Bid Price Sheet.

OPTIONAL ITEMS THAT MUST BE INCLUDED WITH ALL VEHICLE:

All individual vehicles keyed alike (fleet keyed) meaning one key shall unlock the doors, trunk and start the vehicle. Three (3) keys will be provided.

WINDOW TINTING:

All side and rear windows tinted to provide Window Tint of 35% on the front driver and passenger windows, and 35% on all back windows, unless otherwise specified.

SECTION 1: STREET SWEEPER:

Any vehicle offered must be equivalent to the specifications listed below:

One (1) 2015 Street Sweeper

GENERAL:

The street sweeper shall be delivered completely assembled, serviced and ready to operate. All equipment catalogued as standard shall be furnished and included in purchased price of the unit. Only new models in current production which are available from the manufacturer shall be considered. One (1) part manual, one (1) shop repair manual and one (1) operator's manual shall be supplied.

ENGINE:

Minimum of 276 cubic inch diesel, 80 HP at 2500 RPM and water cooled, Tier 3, equipped with heavy-duty dry-type air cleaner with pre-cleaner, 12 volt electrical system, variable speed governor, and engine compartment covered with hinged metal lockable covers.

Fuel supply shall be a minimum of 20 gallons. It shall be equipped with a heavy-duty radiator, and ignition key start.

TRANSMISSION:

Hydraulic System shall include two (2) separate circuits: one for unit propulsion and one for brush control and power steering systems.

The Propulsion Circuit (Hydrostatic Transmission) shall consist of direct-driven hydrostatic pump capable of operating pressures up to 5,000 PSI, a 25 gallon capacity reservoir with sight gauge, 7-micron filter (or std. mfg. filter) with replaceable element, and a two speed hydrostatic motor driving a differential type axle through a gear box reducer.

The Hydrostatic Transmission shall be hand-controlled for both forward and reverse directions with infinitely variable speeds of 0-12 MPH low range and 0-22 MPH high range, and shall be capable of dynamic braking action.

FRAME:

Frame members shall be roll-formed, welded and constructed of 6" X 8" rectangular structural A500 GRB tubing with minimum 1/4" wall thickness or std. mfg. framing.

STEERING:

Orbital Hydraulic type power steering.

TIRES:

Radial P235/758R15 front and rear with spare tire and rim.

BRAKES:

4-wheel drum-type, with automotive type master cylinder, in addition to the dynamic braking action provided by the hydrostatic transmission. A mechanical, hand operated, parking brake shall be furnished.

BRUSH CORE:

Steel constructed for use with 32" diameter, water-type brush segments. 10" diameter by 8' length, filled with combination steel wire and polypropylene wafers. Brush to be powered by hydraulic motor, independent of travel speed, with standard sprocket and chain drive.

SWEEPING ANGLE:

Capable of sweeping angle of 45 degrees left to 45 degrees right. Circle swing frame mounted on 10 heavy-duty sealed, tapered bearings with debris guards.

BRUSH MOUNTING:

To be mounted in such a manner that it is "pulled", permitting the brush to float through a range of 15" and able to be locked in any desired location as per mfg. design.

CAB:

Roll Over Protection Systems (**ROPS**) cab with heavy-duty tinted safety glass, removable windows and door, door lock, fresh-air pressurize, windshield wiper.

West coast type mirrors, cab heater and air conditioning system

Brush watering attachment with a min. 150 gal. capacity tank, 8' brush spray bar and electric pump.

Amber strobe light

Full instrument package to include but not limited to: tachometer, oil pressure, water temperature, fuel gauge, hyd. oil temperature, ammeter, hour meter, warning system for low oil pressure and high water temperature.

Adjustable ride suspension seat

Light package to include two headlamps, stop, tail and turn signals, with controller and 4-way flasher system.

BRUSH HYDRAULIC SYSTEM:

Brush hydraulic system shall have a separate hydraulic pump and motor, independent of the propulsion circuit and shall be capable of operating pressures up to 1,800 PSI (min).

It shall also include a heat exchange-type oil cooler, and a filter with 7-micron replaceable element.

The brush is to be driven by the Hydraulic Motor, which shall be directly connected, to the core of the 8' brush.

PAINT:

Manufacturer's standard.

AXLES:

Front axle shall be truck type (oscillating)

Rear axle shall be heavy-duty semi-float differential with spring suspension system.

WARRANTY:

One (1) year warranty on defective materials and workmanship.

Two (2) year Texas State Inspection Sticker.

SECTION 2: BACKHOE:

Any vehicle offered must be equivalent to the specifications listed below:

One (1) Backhoe

GENERAL:

Backhoe shall have a minimum digging depth of 14'4" (4360 mm) with standard stick and 17' 11" (5456 mm) with extendible stick.

Turbocharged engine net flywheel horsepower shall be at least 91 HP (68 kW) according to SAE J1349.

Maximum operating weight shall be 24,251 lbs (11,000 kg)

Maximum overall transport length shall be 23'6" (7169 mm)

Unit shall have a minimum wheelbase of 7'3" (2200 mm)

General-purpose loader bucket SAE heaped capacity rating shall be a minimum of 1.25 cubic yards (0.96 cubic meters).

ENGINE:

Engine must comply with U.S. EPA Tier 4 Interim / EU Stage IIIb off road emission requirements.

Engine shall be equipped with Diesel Particulate Filter and require no additional fluids beyond Ultra Low Sulfur Diesel fuel for emission compliance.

Regeneration shall be passive and not require any input from operator or disrupt work.

Machine shall have Automatic Engine Speed Control that reduces engine speed when the backhoe is not in use. This will conserve fuel and lower emission noise.

POWERTRAIN/TRANSMISSION:

Transmission shall be made, serviced and supported by the machine manufacturer.

Unit shall have 4 forward gears, 4 reverse gears, and a fully synchronized Power-Shuttle transmission coupled with electro-hydraulically shifted forward and reverse shuttle clutches.

Planetary Drive shall have four reduction (sun gears) in the front drive.

STEERING:

Machine shall have hydrostatic load sensing steering.

BRAKES:

Two wheel-drive with four wheel braking must be available at all speeds and when the machine is in any gear.

Self adjusting outboard disk brakes.

HYDRAULIC SYSTEM:

Maximum hydraulic pump pressure shall be at least 3,600 psi for the backhoe and at least 3,600 psi for the loader.

Machine shall have a variable displacement load sensing, axial piston pump for low idle lifting and maximum durability.

AXLES:

Heavy-duty rear axle shall be semi-floating with self-adjusting inboard brakes.

WHEELS/TIRES:

Front tires shall ride inside loader bucket cutting width.

OPERATORS STATION:

Cab shall have an air conditioner that provides the operator with a choice of fresh outside air drawn through filters or recirculation cab air.

Pilot Controls for the backhoe shall store away from the operator with a single lever action.

Unit shall include four front and four rear working lights.

Machine shall have stop and turn signals with flashing hazard lamps visible from front and rear.

OSHA approved Roll Over Protection Systems (**ROPS**) & Falling Objects Protection Systems (**FOPS**) shall be integral with cab and canopy.

LOADER AND BACKHOE:

Extendible stick shall be self-lubricating, adjusted with shims, and require no grease.

Backhoe shall be center-pivot type complete with hydraulic stabilizers.

Backhoe shall be equipped with a swing transport lock.

Pattern changer shall be available for switching Backhoe and Excavator control patterns with an electric switch, located within the operator's station, and positioned at least 12" away from exterior surfaces.

Backhoe controls shall be available as pilot operated joystick controls with a standard pattern changer for SAE excavator or ISO backhoe control patterns.

Loader bucket shall have a 2-piece or 3-piece bolt-on cutting edge for serviceability.

Loader bucket shall be self-leveling for truck loading spoil and equipped with a bucket tilt indicator.

Flip over stabilizer pads shall have a dirt grouser.

Heavy Duty Bucket

SERVICEABILITY:

Engine oil, transmission oil, hydraulic oil, brake fluid, washer fluid, coolant, engine air filter, and engine air filter monitor shall all be consolidated service points, accessible under the hood with loader arms down.

The machine will be equipped with an electronic diagnostic port within the operator station, allowing service codes to be downloaded and electronic parameters to be adjusted.

Machine fault codes shall be accessible from a secondary color LCD screen.

OWNING AND OPERATING COSTS:

Load Sensing Variable Displacement Pump shall be standard for optimized fuel efficiency and performance.

Engine shall have a 500-hour oil change interval for lowering operating maintenance cost.

ADDITIONAL FEATURES:

Ride-Control

Quick Coupler

Warranties – 5yrs/7500hrs Powertrain & Hydraulics.

SECTION 3: TANDEM DUMP TRUCK

Any vehicle offered must be equivalent to the specifications listed below:

One (1) 2015 Tandem Dump Truck

GVW: 52,000.00

Minimum **315 HP** @ 2000 RPM, 950lb-ft Torque @ 1200 RPM, Maxx Force 9, EPA **10** or equal to include: 2015 DEF emissions Gauge, air cleaner restriction air cleaner mounted.

Dual Air cleaner; with vacuator, remote mounted

Cruise Control; electronic

Engine shutdown; electric, key operated

Governor; electronic

Throttle; hand control electronic, instrument panel mounted

Engine oil drain plug; magnetic

Engine oil filter; spin-on type

Timer; idle shutdown

Water filter; engine mounted

Fuel filter; engine mounted

Fan Drive (Horton Drive Master) direct drive type tow speed, with residual torque device for disengaged fan speed.

TRANSMISSION:

10 speed manual, Fuller FR-9210B, with air shift or equal

FRONT AXLE:

Front, Meritor MFS-12-143A, wide track or equal

I-Beam type, 12,000-lb capacity.

REAR AXLE:

Rear, Tandem, Dana Spicer DD405/RD405 or equal

Single reduction, 40,000-lb capacity, with driver control-locking differential, in forward rear & rear axles and 200 wheel ends, gear ration: 3:55

Rear axle drain plug two (2) magnetic

Power divider lock air operated cab control with indicator light.

TIRES:

Front: (2) 11R22.5 G287 MSA (Goodyear) 498 rev/mile, load range H, 16 ply

Rear: (8) 11R22.5 G182 RSD (Goodyear) 496 rev/mile, load range H, 16 ply

FRONT DISC WHEELS:

22.5 painted steel, 10-stud hub piloted flanged nut, 5 hand hold, 7.50 DC rims, metric mount; with steel hubs; front wheel seals oil lubricated includes wheel bearings; white.

REAR DUAL DISC WHEELS:

22.5" painted steel, 10-stud hub piloted, 5 hand hold, flanged nut, metric mount 7.50 DC rims, with steel hubs; rear wheel seals oil lubricated, including wheel bearings, white.

SPARE:

One spare wheel and tire for front & rear shall be accompanied with delivery of the vehicle.

SUSPENSION, REAR TANDEM:

Hendrickson RT-403, walking beam type; 52" axle spacing, 40,000-lb cap with rubber center bushings to include: cross member, suspension stamped double dog bone

Rear axle identity for Dan Spicer style tandem rear axles with bar-pin beam attachment suspensions.

SUSPENSION, FRONT:

Spring Parabolic, taper leaf; 12,000-lb capacity; with shock absorbers, includes spring, rubber bushings, taper leaf; 12,000-lb cap. Maintenance-free.

CHASSIS:

Wheelbase: 199", CA 132" and 71" Axle to frame

TOW HOOKS:

Front (2) frame mounted.

FRAME:

Rails, heat-treated alloy steel (120,000 PSI Yield): 10.125" X 3.580" X 0.321", 480.0" max. OAL.

Reinforcement outer "C" channel, heat treated alloy steel 10.813" x 3.892"x 0.312", 480.0", max., OAL.

BUMPER:

Front steel, swept back, frame extension front integral; 20" in front of grille.

BRAKE SYSTEM:

Air Dual System for straight tractor applications; brake chambers, spring (4) rear parking, brake lines color and size coded nylon, dust shields both front and rear brake.

Air Pressure Gauge (2) air 1 and air 2 gauges; located in instrument cluster, parking brake control yellow knob, parking brake valve for truck, quick release valve Bendix on rear axle for spring brake release; 1 for 4 X 2, 2 for 6 X 4, slack adjusters front and rear; automatic, spring brake modulator valve R-7 for 4 X 2, SR-7 with relay valve for 6 X 4.

DRAIN VALVE:

Twist type

AIR BRAKE ABS:

Bendix ABS system, full vehicle wheel control system (4-channel) or equal.

AIR DRYER:

Meritor WABCO System Saver or equal, with heater mounted in standard location.

BRAKES FRONT:

Air-Cam, S-Cam; 16.5" x 5.0"; Includes 20 sq. in. stroke brake chambers.

BRAKES REAR:

Air-Cam, S-Cam, 16.5" x 7.0"; includes 30/30 sq. in., long stroke brake chamber and heavy-duty spring actuated parking brake.

AIR COMPRESSOR:

Bendix Tu-Flo 13.2 CFM or equal

STEERING COLUMN:

Tilting and telescoping.

STEERING GEAR:

Sheppard M-100, power or equal.

EXHAUST SYSTEM:

Single, horizontal, after treatment device frame mounted right side under cab; includes vertical tail pipe and bright guard, Exhaust height 10'.

ELECTRICAL SYSTEMS:

12-Volt standard equipment

Battery box; steel w/fiberglass cover, mounted right side, back of cab

Horn, electric single

Parking light, integral with front turn signal and rear tail light.

Stop, turn, tail & backup lights dual, rear, combination with reflector.

Turn signals, front flush mounted includes reflectors and auxiliary side turn signals, solid state flashers.

Data link connector in cab for vehicle programming and diagnostics in cab.

Chassis wiring, color coded and continuously numbered

Turn signal switch; self-canceling, headlight dimmer (with flash-to-pass feature)
Headlights: (2) sealed beam Halogen, 5" x 7" rectangular, with chrome plated bezels

Starter switch; electric key operated

Fuses, Electrical SAE Blade-type

Hazard switch push on/push off, located on top of steering column cover

Headlight dimmer switch integrated with turn signal lever

Jump start stud located on Positive terminal of outermost battery

Running light (2) daytime, included with headlights.

WINDSHIELD WIPERS:

2-Speed with wash and intermittent feature (5 pre-set delays). Integral with turn signal lever, single motor, electric, cowl mounted.

ALTERNATOR:

Bosch LH160, brush type, 12 volt 160.

BODY BUILDER WIRING:

Back of standard frame with stop, tail, turn, and marker lights circuits, ignition, controlled auxiliary feed and ground, less trailer socket amp or equal. Capacity, Pad mounted.

BATTERY SYSTEM:

(2) 12-volt 1850 CCA total.

BATTERY DISCONNECT SWITCH:

{Joseph Pollak 51-316 or equal} Positive type, locking, key operated, cab mounted.

RADIO:

AM/FM stereo with weather band, clock, includes multiple dual cone speakers.

BACK-UP ALARM:

Electric, 102 dBA.

STOP, TURN, TAIL & B/U LIGHTS:

(Truck Lite) Super 44 with LED bulbs for Stop, turn & tail lights and Truck Lite Super 40 backup lights, with power module.

HORN:

Air, black, single trumpet, air solenoid operated, mounted behind bumper on right rail

STARTING MOTOR:

12-Volt; (Delco Remy 38MT or equal) less Thermal Over-Crank protection.

CIRCUIT BREAKERS:

Manual-reset (main panel) SAE Type III with trip indicators replaces all fuses except for 5-amp fuses.

FENDER EXTENSIONS:

Rubber

GRILLE:

Stationary, Chrome

HOOD:

Front end tilting.

CLUTCH:

(Eaton Fuller EP1402 or equal)

Easy-Pedal Plus Two-Plate, cast angle spring; ceramic, 14" diameter, "Super Duty", 8-spring Coaxial Free Travel Damper, Mechanical pull type control, Kwik-adjust (manual) feature, with 1.75" Diam. Spline, 1400 lb-ft Torque Capacity. Clutch release bearing greasable

PTO EFFECTS:

Engine front less Power Take Off (PTO) unit, includes adapter plate on engine front mounted.

PTO CONTROL:

Dash mounted, for customer provided PTO includes switch, electric/air, piping and wiring

ENGINE BLOCK HEATER:

(Phillips or equal) 120 Volt/1250 Watt, block heater socket receptacle type, mounted below driver's door. Cold starting equipment, automatic ether; with engine ECM Control.

FUEL TANK:

Two (2) top draw; D Style Steel, 50 U.S. gal., right side, 70 gal, total capacity 120 U.S. Gal. 378 L; 19" tank depth, mounted under cap left and right side.

CAB CONVENTIONAL:

Arm rest two (2) molded plastic; one each door

Clearance/marker lights five (5), flush mounted

Coat hook located on rear wall, centered above rear window

Cup holders two (2) cup holders, located in lower center of instrument panel

Dome light, cab rectangular, door activated, timed theater dimming, center mounted, integral to console

Glass, all windows tinted

Grab handle, cab interior one (1) "a" pillar mounted, passenger side, grab handle, cab interior two (2) "b" pillar mounted, one each side

Interior sheet metal upper door (above window ledge) painted exterior color

Step four (4), two (2) steps per door

Gauge Cluster with English electronic speedometer to include; gauge cluster (6) engine oil pressure (electronic), water temperature (electronic), fuel (electronic), tachometer (electronic), voltmeter, washer fluid level

Odometer Display, miles, trip miles, engine hours, trip hours, fault code readout

Warning System low fuel, low oil pressure, high engine coolant temp, and low battery voltage (visual and audible)

Gauge, oil temp, engine; gauge, oil temp, manual tran; gauge, oil temp, rear axle

IP Cluster display on board diagnostics display of fault codes in gauge cluster

Seat, driver {national 2000 or equal} air suspension, high back with integral headrest, **cloth**, isolated, with 2 position front cushion adjustment, -3 to +14 degree seat back adjustment; Single Chamber Air Lumbar Support

Seat, passenger: {gra-mag or equal} non suspension, high back with integral headrest, **cloth**, with fixed back; seat belt 3-point, lap and shoulder belt type.

MIRRORS:

(2) {Lang Mekra or equal} rectangular, 7.44" x 14.84", Brackets Breakaway Type, with 102" wide spacing, with 7.44" sq. convex both sides.

CAB SOUND INSULATION:

Includes dash insulator and engine cover insulator, premium floor mats and sound dampening patches

INSTRUMENT PANEL:

Center section, flat panel.

AIR CONDITIONER:

Blend-Air or equal with integral heater & defroster to include: fresh air filter, heater hoses, premium refrigerant, hydro fluorocarbon HFC-134A fresh air filter for HVAC.

STORAGE POCKET, DOOR:

One (1) molded plastic, full length; mounted on passenger door; one (1) molded plastic, full-length; driver door.

CAB INTERIOR TRIM:

Cab interior includes: "A" pillar cover molded plastic cab interior trim panels, cloth covered molded plastic, full height; all exposed interior sheet metal is covered except for the following: with a two-man passenger seat the back panel is only partially covered and with a full bench seat.

CONSOLE, OVERHEAD:

Molded plastic with dual storage pockets and retainer nets and CB Radio Pocket.

DOOR TRIM PANELS:

Molded plastic; driver and passenger doors.

FLOOR COVERING:

Rubber, black

HEADLINER:

Soft padded cloth.

INSTRUMENT PANEL TRIM:

Molded plastic with black center section.

SUN VISOR:

Two (2) padded vinyl with driver side toll ticket strap, integral to console.

CAB REAR SUSPENSION:

Air bag type

12-15 Cu. Yd. DUMP TRUCK BED:

15' 12/15 Yard Heil Dump Bed, Model # HPT15-12/15 Yd

DUMP TRUCK BED SIDES HEIGHT:

38"

DUMP TRUCK BED END:

52" long x, 48" high tailgate

FLOOR, SIDES AND TAILGATE:

10 gauge

HALF CAB PROTECTOR:

10 gauge

HOIST:

53-120 Heil hoist assembly, air shift power - take off with pump, hydraulic oil, hoses & fittings as needed

PTO:

Air shift power-take off with pump

MISC. ITEMS:

Hydraulic oil, hoses & fittings as needed

Air tailgate assembly

Aero Electric tarper assembly with black mesh tarp

Clean, prime and paint unit white.

SECTION 4: PNEUMATIC ROLLER

In lieu of detailed specifications, any vehicle offered must be equivalent to the specifications listed below:

One (1) 2015 Pneumatic Roller

GENERAL:

The minimum compaction width is 1,985 mm (78")

The minimum tire overlap is 42 mm (1.5")

The minimum machine length is approximately 4,940 mm (194' 6")

The minimum frame width is approximately 2160 mm (7' 1")

The minimum wheelbase is approximately 3500 mm (11' 6")

The compactor shall feature a 24-volt electrical system and 100-amp alternator

There shall be roading lights and halogen working lights.

ENGINE/POWERTRAIN:

Engine must comply with U.S. EPA Tier 4 Interim emission standards

The minimum fuel tank capacity is approximately 270 L (71 gal)

Oscillating front and rear tires shall deliver vertical and horizontal forces

The standard engine oil service interval shall be 500 hours.

OPERATING WEIGHTS:

Base machine is 10,000 kg (22,050 lb) with load per wheel of 1.25 metric tons (1.37 U.S. short tons)

OPERATING ENVIRONMENT:

The machine can be equipped with ROPS/FOPS cab or canopy.

Rear view mirrors

WATER SPRAY SYSTEM:

The water spray tank shall have a minimum capacity of 250 L (66 gal)

There shall be dedicated spray nozzles for each wheel

The system shall include a single water pump.

SERVICEABILITY:

Standard 500-hour engine oil service interval

Water spray filters and spray nozzles can be removed without the use of tools

Remote oil sampling and pressure test ports simplify diagnostics.

BID PRICE SHEET

Bid #15-012 Heavy Equipment for Public Works

Name of Bidder _____

Bid price shall include cost of vehicle, delivery, fees, and any other costs associated with the purchase and delivery of the vehicle to the County of El Paso. (No sales or excise taxes will apply.) Bidder must check the Yes or No line below each item.

Description	Year/Make/Model	Delivery (in days)	Warranty	Qty	Unit Cost
2015 Street Sweeper				1	\$
Backhoe				1	\$
2015 Tandem Dump Truck				1	\$
2015 Pneumatic Roller				1	\$
TOTAL COST					\$

____ Yes, the price above is for the vehicle as specified.

____ No, I have one or more exceptions to the specifications for this vehicle. List the exception in the space below.

List any Exceptions to the bid specifications:

General Provisions

County of El Paso, Texas

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

1. BID PACKAGE

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

2. COMPETITIVENESS AND INTEGRITY

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

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

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

3. BIDDER’S RESPONSIBILITY

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

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

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

4. REJECTION OF BIDS

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

5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

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

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

6. SUBSTITUTES

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

7. EXCEPTIONS TO BID

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

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

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

8. PRICING

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

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

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

9. TAX EXEMPTION

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

10. MODIFICATION OF BIDS

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

11. SIGNATURE OF BIDS

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

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

Pursuant to the Texas Local Government Code

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

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

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

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

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

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

13. PUBLIC INFORMATION ACT

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

14. RESULTANT CONTRACT

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

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

15. ESTIMATED QUANTITIES

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

16. CONTRACTOR INVESTIGATION

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

17. NO COMMITMENT BY COUNTY

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

18. SINGLE BID RESPONSE

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

19. REJECTION/DISQUALIFICATION OF BIDS

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

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

20. CHANGES IN SPECIFICATIONS

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

21. BID IDEAS AND CONCEPTS

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

22. BID/PROPOSAL DISCLOSURES

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

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

23. WITHDRAWAL OF BID

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

24. INDEMNIFICATION

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

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

B. Pursuant to Texas Local Government Code Section 262.032(b), any successful bidder who is awarded any contract in excess of \$50,000 may be required to execute a performance bond to the County. Said bond shall be in the full amount of the contract and must be furnished within 30 days after the date a purchase order is issued or the contract is signed and prior to commencement of the actual work. A performance bond required pursuant to this section shall be noted in the attached detailed bid specifications

or scope of work. This section does not apply to a performance bond required by Chapter 2253, Texas Government Code.

25. PROOF OF INSURANCE

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

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

GENERAL LIABILITY:

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

AUTOMOBILE:

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

WORKERS COMPENSATION:

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

CONSTRUCTION PROJECTS additional requirements:

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

PROFESSIONAL SERVICES additional requirements:

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

CERTIFICATE OF LIABILITY INSURANCE

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

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

Insurance is to be placed with insurers having a best rating of no less than A. The Bidder shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Bidder shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

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

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

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

26. Conflict of Interest Disclosure Reporting

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

27. NON-COLLUSION AFFIDAVIT

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

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

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

28. SOVEREIGN IMMUNITY

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

29. MERGERS, ACQUISITIONS

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

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

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

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

31. DELAYS

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

32. ACCURACY OF DATA

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

33. SUBCONTRACTING/ASSIGNMENT

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

34. INDEPENDENT CONTRACTOR

Bidder expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise

control or direction over the manner or method by which Bidder or its subcontractors perform in providing the requirements stated in the Bid.

35. MONITORING PERFORMANCE

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

The County of El Paso is an equal opportunity employer.

36. PROCUREMENT ETHICS

CODE OF ETHICS TRAINING AFFIDAVIT FORM

El Paso County Code of Ethics Training Requirement for Vendors:

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

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

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

http://www.epcounty.com/ethicscom/trainingvendor_files/frame.htm

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

COUNTY OF EL PASO, TEXAS

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

Instructions for the certifications:

General Requirements

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

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

1. LOBBYING

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

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

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

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

1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

2. DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

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

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

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

HEALTH INSURANCE BENEFITS QUESTIONNAIRE

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

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

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

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

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

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative



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

RE: Bid #15-012, Heavy Equipment for Public Works (Road and Bridge) Department

Dear Vendor:

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

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

County Officers: County Judge Veronica Escobar
Commissioner Carlos Leon
Commissioner David Stout
Commissioner Vicente Perez
Commissioner Andrew Haggerty

County Employees: Kennie Downing, Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Pete Gutierrez, Buyer II
Lucy Balderama, Inventory Bid Technician
Araceli Hernandez, Inventory Bid Technician
Elvia Contreras, Formal Bid Buyer
Edward Dion, County Auditor
Wallace Hardgrove, Budget & Financial Manager
Josie Brostrom, Assistant County Attorney
Michael Martinez, Administration
Hopeton R. Staple, Fleet Manager
Humberto Arenas, Road & Bridge Supervisor

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

Bid # 15-012

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
LOCAL BUSINESS PREFERENCE POLICY
APPLICATION for
BID #15-012**

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

A. Qualification as a Local Business.

Where is your principal place of business?

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

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

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

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

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

B. Economic Development Opportunities.

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

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

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

C. No Subcontracting of Award.

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

D. Affidavit of Contributions to members of Commissioners Court.

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

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

F. Agreement to “Buy Local.”

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

G. Confidentiality.

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

Name of Business _____

Name of Authorized Representative _____

Title of Authorized Representative _____

Signature of Authorized Representative _____

Date: _____

AFFIDAVIT

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

AFFIDAVIT

THE STATE OF _____)

COUNTY OF _____)

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

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

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

2. For the period from January 1, 2012 to the present, I, made the following campaign contributions, gifts or any transfers of cash, checks or anything of value to any member of the El Paso County Commissioners Court, any person related by marriage or birth to the County Commissioners or County Judge or any member of the El Paso County administrative staff: (Provide Date, Amount or Cash Value of Gift, and Recipient’s Name and Title): _____.

[add any additional information you think necessary or appropriate]

Affiant

The foregoing Affidavit was acknowledged before me on the ____ day of _____, 2013 by _____, (Name), _____ (Title), both in his/her individual capacity and on behalf of _____ (Company).

Notary Public, State of _____

COUNTY OF EL PASO, TEXAS
Solicitation Check List
Heavy Equipment for Public Works (Road and Bridge) Department
Bid #15-012

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Thursday, April 2, 2015. Did you visit our website (www.epcounty.com) for any addendums?

_____ Did you sign the Bid?

_____ Did you sign the "Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Nondiscrimination Status And Implementing Regulations" document?

_____ If seeking preference, did you sign the "Health Insurance Benefits Questionnaire"?

_____ Did you sign and complete the "Conflict of Interest Questionnaire"?

_____ Did you sign and complete the required "Ethics Training Affidavit Form"?

_____ Did you provide one original and three (3) CD copies in Word/PDF Format of your response? CD copies must reflect the original hard copy.

_____ Did you sign and complete the required "Local Business Preference Policy Application"?