



**COUNTY OF EL PASO**  
500 East San Antonio, Suite PU500  
El Paso, Texas 79901  
(915) 546-2048 (915) 546-8180 Fax

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### **Notice to Interested Parties**

Sealed Request for Qualifications will be received at the County Purchasing Department, 500 E. San Antonio, Suite PU500, El Paso, Texas 79901 before 2:00 p.m., **Wednesday, June 7, 2006**. Responses will be opened at the County Purchasing Office the same date for **Engineering Services for the Bosque Bonito Units 1 and 2 Sewer Facilities Improvement Project**. A pre-bid conference will be held on Tuesday, May 23, 2006 at 10:00 a.m. in the Purchasing Conference Room located at 500 East San Antonio, Room 500, El Paso, Texas 79901.

**Qualifications must be in a sealed envelope and marked:**

**"Qualifications to be opened June 7, 2006  
Engineering Services for the Bosque Bonito Units 1 and 2 Sewer Facilities  
Improvement Project  
RFQ Number 06-034"**

**Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Friday, May 26, 2006, at 12:00 p.m. Questions can be faxed to (915)-546-8180.**

Said contract shall be let to the best qualified, and the **COMMISSIONER'S COURT RESERVES THE RIGHT TO REJECT ANY AND ALL RESPONSES AND WAIVE TECHNICALITIES**. Only responses that conform to specifications will be considered. Faxed responses will not be accepted.

In order to remain active on the El Paso County Vendor list, each vendor receiving this request for qualifications must respond in some form. Vendors submitting qualifications must meet or exceed all requirements herein. Vendors not responding to the request must submit their reason in writing to the El Paso County Purchasing Department.

**PITI VASQUEZ**  
**County Purchasing Agent**

## SIGNATURE PAGE

### Description – RFQ #06-034

#### Engineering Services for the Bosque Bonito Units 1 and 2 Sewer Facilities Improvement Project

Vendor must meet or exceed specifications

**Please submit one (1) original copy and six (6) duplicate copies of your statements of qualifications.**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
CIQ Document Number

\_\_\_\_\_  
CIQ Sent Date

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

\_\_\_\_\_  
Telephone & Fax Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**\*\* THIS MUST BE THE FIRST PAGE ON RFQ RESPONSE \*\***

**COUNTY OF EL PASO, TEXAS**

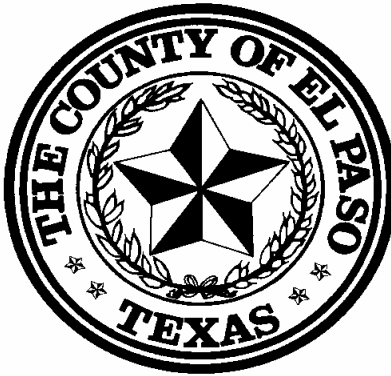
**Solicitation Check List**

**Engineering Services for the Bosque Bonito Units 1 and 2 Sewer  
Facilities Improvement Project  
RFQ #06-034**

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**THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE**

- \_\_\_\_\_ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Tuesday, February 28, 2006. Did you visit our website ([www.epcounty.com](http://www.epcounty.com)) for any addendums?
  
  - \_\_\_\_\_ Did you sign the Signature Page?
  
  - \_\_\_\_\_ Did you sign the "Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Nondiscrimination Status And Implementing Regulations" document?
  
  - \_\_\_\_\_ Did you sign the "Consideration of Insurance Benefits" form?
  
  - \_\_\_\_\_ Did you file a copy of the completed Conflict of Interest Questionnaire (Form CIQ) with the El Paso County Clerk (in person or by mail to 500 E. San Antonio, Suite 106, El Paso, TX 79901 or by fax to 915-546-2012 attention Joann) and write the confirmation number given as proof of filing on your bidding schedule? Please include the completed and signed form with your response whether a relationship exists or not.
  
  - \_\_\_\_\_ Did you provide one original and six (6) copies of your response?
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**EL PASO COUNTY**

**OFFICE OF RURAL COMMUNITY  
AFFAIRS**

**REQUEST FOR QUALIFICATIONS  
(RFQ #06-034)**

**ENGINEERING SERVICES FOR THE BOSQUE  
BONITO UNITS 1 AND 2 SEWER FACILITIES  
IMPROVEMENT PROJECT**

## **I. Format for Submitting Responses**

Responses submitted under this Request will be judged by a panel of reviewers appointed by the Commissioners' Court of the County of El Paso. Proposals will be evaluated according to the following scale:

A. Experience of Design Personnel Proposed by Responder	55%
B. Work Performance/Understanding of the Proposed Project	30%
C. Capacity to Perform	15%

## **II. Construction of the Water System**

The proposed project entails the following:

Conduct studies, surveys, and prepare plans and specifications for a sewer system for the Bosque Bonito Units 1 and 2 Subdivision located in the San Elizario Grant area. Design and specifications include approximately 8,954 l.f. of 8" and 12" PVC sewer main; approximately 28 manholes, appurtenant fittings and 88 service connections.

## **III. Scope of Work**

The individual or firm selected will provide all project related engineering services to the County of El Paso, including but not necessarily restricted to the following:

### Primary Services

- A. Submit preliminary plans and specifications for review and approval by the County of El Paso;
- B. Prepare final plans and specifications;
- C. Submit final plans and specifications to state or local agencies for approval as required by statutes or administrative rules;

## **IV. Project Schedule**

The County of El Paso requires that the responder selected for this project adhere to the following schedule:

- A. A maximum of **30** calendar days for preparation of preliminary plans and specifications from receipt of Notice to Proceed by the County of El Paso;
- B. Upon approval of preliminary plans and specifications and cost estimates by the County of El Paso, a maximum of **15** calendar days for completion of final plans and specifications, cost estimates and bid documents.

## **V. Submittal Contents**

To be deemed responsive, submittals must at a minimum contain the following:

- A. Technical: Detail the approach to be taken in addressing the proposed scope of work. Detail the specific tasks to be undertaken and potential problems and proposed solutions to those problems.
- B. Design Team and Staff: List the senior designers and staff who will be assigned to the project and the percentage of time each will be devoted to the project. Percentage should equal 100%. As an Appendix to the submittal, provide resumes or vita of all personnel assigned to the project.
- C. Prior Related Experience: Provide a listing of all similar work performed by the team proposed for this project within the past five years. In addition, provide a contact and telephone number for each referenced work.
- D. Qualifications: Provide evidence that the engineer/firm is registered with the State of Texas, has professional liability insurance in force, and is not barred from working on projects funded by the State of Texas. Responders are invited to provide additional materials which indicate that they are a qualified Minority Business Enterprise small business as defined by the Small Business Administration, or other factors which responder may deem to have a bearing on their/its submittal.
- E. Concise, well-written qualification statements will be given priority.

## **VI. Other Factors –**

In addition, the firm/individual selected under this solicitation must be approved by ORCA prior to entering into a contract for engineering services.

## VII. Proposal Submission

Proposals must be submitted in sealed envelopes on or before the deadline. **One original signature copy and six (6) duplicate copies** of the proposal must be submitted at the offices of the County of El Paso or mailed to its registered address above and received by the deadline. Individuals or firms may be invited to make presentations in person to the review committee assigned by the County Judge of the County of El Paso at a time and place designated by the committee. No communication with persons assigned to the review committee will be permitted by individuals or firms responding to this solicitation other than that requested by the committee as a whole.

### Tentative Schedule for the 2006 CCF/CDBG Sewer Facilities Improvement Project RFQ – Engineering Services

May 10	Submit request to Purchasing Agent to advertise in El Paso Inc.
May 14	1 <sup>st</sup> Ad (Sunday)
May 21	2 <sup>nd</sup> Ad (Sunday)
May 23	Pre-Bid Conference
June 7	Deadline to receive RFQs, Bid Opening date
June 12-June 16	Committee Review
June 20	Prepare & Submit agenda item to accept committee recommendation
June 26	Commissioners Court Recommendation Approval date
June 27	Negotiate with engineering firm and schedule engineering contract
June 28	Provide copy of engineering contract for legal review
June 28-July 14	Legal review period
July 18	Submit agenda item to award contract
July 24	Contract award date
July 25	Notice to Proceed
August 24	Preliminary Plans Due
August 25- Sept 1	County Reviews Plans and provides redlines
September 18	Final Plans Due

## PROJECT NARRATIVE

The project area is located in the Bosque Bonito Units 1 and 2 subdivisions in the San Elizario Block Grant on the county's eastside. The area is classified as a colonia due to the lack of sewer and fire protection infrastructure; area income eligibility, and substandard housing conditions. Public sewer will be supplied by the Lower Valley Water District.

TCDP Colonia Construction Funds, Community Development Block Grant Funds and local funds will be used to:

extend approximately 8,954 l.f. of 8", 12" and 15" PVC sewer main; approximately 28 manholes, appurtenant fittings and 88 service connections.

### ACTIVITY DESCRIPTION

**Sewer related construction will take place in the following locations:**

Street	From	To	Activity (CDBG Funds)
Tascate Dr.	Zacatal Dr.	Las Pompas Rd	8" PVC
Las Pompas Rd.	Tascate Dr.	Yerba Aniz Dr.	8" PVC
Yerba Aniz Dr.	Las Pompas Rd.	Saltillo Dr.	8" PVC

Street	From	To	Activity (CCF Funds)
Zacatal Dr.	Tascate Dr.	Sauco St.	12" PVC
Tascate Dr.	Saltillo Dr.	Zacatal Dr.	12" PVC
Petunia Dr.	Saltillo Dr.	Sauco St.	8" PVC
Las Pompas Rd.	Zacatal Dr.	End of Street	8" PVC
Saltillo Dr.	River Drain	Tascate Dr.	15" PVC
Saltillo Dr.	River Drain	Petunia Dr.	8" PVC



**PART I - AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the COUNTY OF EL PASO, hereinafter called the "County", acting herein by \_\_\_\_\_ hereunto duly authorized, and \_\_\_\_\_ hereinafter called "Firm", acting herein by \_\_\_\_\_.

WITNESSETH THAT:

WHEREAS, the County of \_\_\_\_\_ desires to implement a \_\_\_\_\_ under the general direction of the Texas Community Development Program; and whereas the County desires to engage \_\_\_\_\_ to render certain services in connection with its \_\_\_\_\_.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services  
Part II, Scope of Services, is hereby incorporated by reference into this Agreement.
2. Time of Performance - The services of \_\_\_\_\_ shall commence on \_\_\_\_\_ . In any event, all of the services required and performed hereunder shall be completed no later than \_\_\_\_\_.
3. Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to \_\_\_\_\_ by the County and its agencies. No charge will be made to \_\_\_\_\_ for such information and the County and its agencies will cooperate with \_\_\_\_\_ in every way possible to facilitate the performance of the work described in the contract.
4. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$ \_\_\_\_\_. Payment to (person/firm) shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Contract.
5. Indemnification - \_\_\_\_\_ shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against them, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
6. Miscellaneous Provisions

- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in \_\_\_\_\_ County, Texas.
- b. This Agreement shall be binding upon and insure to the benefit of the parties hereto and heir respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.
7. Terms and Conditions - This Agreement is subject to the provisions titled, "Part IV Terms and Conditions" and attached hereto and incorporated by reference herein.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.

COUNTY OF EL Paso

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

(Dolores Briones, County Judge)

**NOTE:** This document has important legal consequences. Please consult with your legal counsel with respect to its completion or modification.

## PART II

### PROFESSIONAL ENGINEERING SCOPE OF SERVICES

The Engineering Firm shall render the following professional services necessary for the development of the project:

#### SCOPE OF SERVICES

1. Attend preliminary conferences with the County regarding the requirements of the project.
2. Determine necessity for any acquisition of any additional real property/easements/ROWs for the TCDP project and, if applicable, furnish to the County:
  - Name and address of property owners;
  - Legal description of parcels to be acquired;
  - Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the County providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Engineer will review any tests required and act as the County's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the County, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Engineer's recommendations; to be completed within 30 calendar days of contract execution.
6. Upon approval of preliminary plans and specifications and cost estimates by the County of El Paso, a maximum of 15 calendar days for completion of final plans and specifications, cost estimates and bid documents.
7. Furnish the County copies of the preliminary report, if applicable (additional copies will be furnished to the County at direct cost of reproduction);
8. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
9. Prepare bid packet/contract documents/advertisement for bids.

10. Incorporate any and all wage rate modifications or supersede as via bid addendum (if applicable).
11. Conduct bid opening and prepare minutes.
12. Tabulate, analyze, and review bids for completeness and accuracy.
13. Conduct pre-construction conference and prepare copy of report/minutes.
14. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
15. Design for access by persons with disabilities to facilities to be used by the public in accordance with Public Law 504.
16. Use forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond that have ORCA approval.
17. Make periodic visits to the site to observe the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract.
18. Consult with and advise the County during construction; issue to contractors all instructions requested by the County; and prepare routine change orders if required, at no charge for engineering services to the County when the change order is required to correct errors or omissions by the Engineer; provide price analysis for change orders; process change orders approved by County and the project engineer and submit to ORCA for approval prior to execution with the construction contractor.
19. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
20. Based on the Engineer's on-site observations and review of the contractor's applications for payment, determine the amount owing to the contractor in such amounts; such approvals of payment to constitute a representation to the County, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
21. Require that a 10% retainage be withheld from all payments on construction contracts until final acceptance by the County and approval by ORCA, unless State or local law provides otherwise.
22. Clean Lien Certificate.
23. Conduct interim/final inspections.
24. Revise contract drawings to show the work as actually constructed, and furnish the County with a set of "as built" plans.

## SUBCONTRACTS

1. No work under this Contract shall be subcontracted by Engineer without prior approval, in writing, from the County.
2. The Engineer shall, prior to proceeding with the work, notify County in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the County determines that any subcontractor is incompetent or undesirable, the County will notify the Engineer who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Contract shall create any contractual relation between any subcontractor and County.
4. The Engineer will include in all contracts and subcontracts of amounts in excess of \$100,000 a provision which requires compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [42 U.S. 1857 (h)], Section 508 of the Clean Water Act (33 U.S.C. 1368d), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to ORCA and to the U.S. Environmental Protection Agency Assistant Administrator for Enforcement.
5. The Engineer will include in all contracts and subcontracts other than for small purchases (less than \$10,000), provisions or conditions which will allow for administrative, contractual or legal remedies in instances which violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Engineer will include in all contracts and subcontracts in excess of \$10,000 suitable provisions for termination by the County including the manner by which it will be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the Engineer.
7. The Engineer will include in all contracts and subcontracts in excess of \$10,000 provisions requiring compliance with the following:
  - The Engineer will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, physical or mental disability, marital status, parenthood, or age.
  - Executive Order 11246 - Equal Employment Opportunity.
  - Copeland Anti-Kickback Act.
  - (in excess of \$2,000) - Davis-Bacon Act

- (in excess of \$2,000) - Section 103 and 107 of the Contract Work Hours and Safety Standards Act.
  - a provision recognizing mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
  - Section 3 of the Housing and Urban Development Act of 1969.
  - Title VI of the Civil Rights Act of 1964
8. The Engineer will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
  9. The Engineer will include in all negotiated contracts and subcontracts a provision to the effect that the County, ORCA, the Comptroller General of the State of Texas, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
  10. The Engineer will include in all contracts and subcontracts a requirement that the Contractor maintain all relevant project records for three (3) years after the County has made final payment to the Contractor and all other pending matters are closed.

#### STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Engineer and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Engineer represents that it has the required skills and capacity to perform work and services to be provided under this Contract.
2. The Engineer represents that services provided under this Contract shall be performed within the limits prescribed by the County in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Engineer's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from County and at the Engineer's expense if the deficiency is due to Engineer's negligence. The County shall notify the Engineer in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the County under applicable state or federal law.

4. The Engineer agrees to and shall hold harmless the County, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Engineer, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Engineer doing the work herein contracted for or by or in consequence of any negligence in the performance of this Contract, or by or on account of any omission in the performance of this Contract.

**PART III**

**PAYMENT SCHEDULE**

**PROFESSIONAL ENGINEERING**

County shall reimburse (person/firm) for basic engineering services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

<b>Milestone</b>	<b>% of Contract Fee</b>
• Approval of Preliminary Engineering Plans and Specifications by County.	20%
• Approval of Plans and Specifications by Regulatory Agency(ies).	45%
• Completion of bid advertisement and contract award.	20%
• Completion of construction staking	5%
• Completion of Final Closeout Assessment and submittal of "As Builds" to County.	5%
• Completion of final inspection and acceptance by the County.	5%
<b>Total</b>	<b>100%</b>

**SPECIAL SERVICES**

Special Services shall be reimbursed under the following hourly rate schedule:  
(List all applicable services to include overhead charge).

Registered Surveyor	\$ _____
Survey Crew (3 members)	\$ _____
Project Engineer	\$ _____
Engineering Technician	\$ _____
Project Representative	\$ _____
Draftsman	\$ _____



The fee for all other Special Services shall not exceed a total of \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_\_). The payment for these Special Services shall be paid as a lump sum, per the following schedule:

1. The Engineer shall be paid upon completion of surveying, necessary field data, and acquisition data, if applicable, the sum of \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_\_).
2. The Engineer shall be reimbursed the actual costs of necessary testing based on itemized billing statements from the independent testing laboratory, plus a \_\_\_\_\_ percent (\_\_\_\_%) overhead charge. All fees for testing shall not exceed a total of \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_\_).
3. The payment requests shall be prepared by the Engineer and be accompanied by such supporting data to substantiate the amounts requested.
4. Any work performed by the Engineer prior to the execution of this contract is at the Engineer's sole risk and expense.

## PART IV

### TERMS AND CONDITIONS

#### ENGINEERING SERVICES

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the County, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Firm shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Firm, and the County may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the County from the Firm is determined.

2. Termination for Convenience of the County. The County may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the County as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The County may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the County and the Firm, shall be incorporated in written amendments to this Contract.
4. Personnel.
  - a. The Firm represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County.
  - b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. Assignability. The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior

written consent of the County thereto: Provided, however, that claims for money by the Firm from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

6. Reports and Information. The Firm, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The Firm shall insure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.
8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the County.
9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.
10. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:
  - a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discrimination clause.
  - b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin.

- c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
  - d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.
- 12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- 13. Section 109 of the Housing and Community Development Act of 1974.
  - a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- 14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.
  - a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Office of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.
  - b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of the Office issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
  - c. The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
  - d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the

Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Office issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

15. Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers.

- a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of

the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

16. Interest of Members of a County. No member of the governing body of the County and no other officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract. and the Firm shall take appropriate steps to assure compliance.
17. Interest of Other Local Public Officials. No member of the governing body of the County and no other public official of such County, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.
18. Interest of Firm and Employees. The Firm covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.

## COUNTY OF EL PASO, TEXAS

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### **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 (a)

(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 four (4) pages of this document must be included in all responses.

# COUNTY OF EL PASO PURCHASING DEPARTMENT

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COUNTY COURTHOUSE, 500 EAST SAN ANTONIO,  
ROOM PU500, EL PASO, TEXAS 79901  
(915) 546-2048, FAX: (915) 546-8180

PITI VASQUEZ, PURCHASING AGENT  
JOSE LOPEZ, JR. ASST. PURCHASING AGENT  
CLAUDIA SEPULVEDA, BID CLERK/BUYER

## BIDDING CONDITIONS

This is the only approved instruction for use on your invitation to bid. Items below apply to and become a part of the terms and conditions of the bid.

1. BY SUBMITTING A BID, EACH BIDDER AGREES TO WAIVE ANY AND ALL CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY OF EL PASO, AND ITS OFFICERS, AGENTS AND EMPLOYEES, ARISING OUT OF OR IN CONNECTION WITH: THE DOCUMENTS, PROCEDURES, ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID; THE WAIVER BY EL PASO COUNTY OF ANY REQUIREMENTS UNDER THE BID DOCUMENTS OR THE CONTRACT DOCUMENTS; THE ACCEPTANCE OR REJECTION OF ANY BIDS; AND THE AWARD OF THE CONTRACT.
2. Bids must be in the Purchasing Department **BEFORE** the hour and date specified. Faxed bids will not be accepted.
3. Late bids properly identified will be returned to bidder unopened. Late bids will not be considered under any circumstances.
4. All bids are for new equipment or merchandise unless otherwise specified.
5. Quotes F.O.B. destination. If otherwise, show exact cost to deliver.
6. Bid unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.
7. Bids must give full firm name and address of bidder. Failure to manually sign bid will disqualify it. Person signing should show title or authority to bind his firm in a contract.
8. No substitutions or cancellations permitted without written approval of County Purchasing Agent.
9. The County reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to the lowest responsible bidder. The County of El Paso reserves the right to award by item or by total bid. Prices should be itemized.
10. Bids \$100,000.00 and over, the bidder shall furnish a certified cashiers check made payable to the County of El Paso or a good and sufficient bid bond in the amount of 5% of the total contract prices and execute with a surety company authorized to do business in the State of Texas. The bid bond must be included with the bid at the time of the opening.
11. This is a quotation inquiry only and implies no obligation of the part of the County of El Paso.
12. The County of El Paso reserves the right to reject any proposal due to failure of performance on deliveries. The County Purchasing Agent will justify this.

13. Brand names are for descriptive purposes only, not restrictive.
14. The County of El Paso is an Equal Opportunity Employer.
15. Any proposal sent via express mail or overnight delivery service must have the proposal number and title clearly marked on the outside of the express mail or overnight delivery service envelope or package. Failure to clearly identify your proposal may be cause for disqualification.
16. PURSUANT TO TEXAS GOVERNMENT CODE SECTION 2253.021, A PRIME CONTRACTOR WHO IS AWARDED A PUBLIC WORKS CONSTRUCTION CONTRACT SHALL, PRIOR TO BEGINNING THE WORK, EXECUTE TO THE COUNTY:
  - 1) A PERFORMANCE BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$100,000; AND
  - 2) A PAYMENT BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$25,000.
17. 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. ANY 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.
18. "Beginning January 1, 2006, in order to implement HB 914 (adding new Local Government Code Chapter 176), ALL VENDORS MUST SUBMIT A CONFLICT OF INTEREST QUESTIONNAIRE (Form CIQ) disclosing its affiliations and business relationships with the County's Officers (County Judge and Commissioners Court) as well as the County employees and contractors who make recommendations for the expenditure of County funds. The names of the County Officers and of the County employees and contractors making recommendations to the County Officers on this contract are listed in the Specifications.

THE CONFLICT OF INTEREST QUESTIONNAIRE MUST BE FILED WITH THE COUNTY CLERK AND A COPY OR PROOF OF FILING MUST BE ATTACHED TO THE BIDDER'S RESPONSE SUBMITTED TO THE PURCHASING DEPARTMENT.

Bidders should be aware that this bidding condition is not intended to cover or to advise you about all situations in which Local Government Code Chapter 176 would require you to file a Form CIQ. You should consult your private attorney with regard to the application of this law and your compliance requirements. Failure to comply is punishable as a Class C misdemeanor.

**NOTICE:**

ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE EL PASO COUNTY PURCHASING DEPARTMENT. **THE EL PASO COUNTY CODE OF ETHICS PROHIBITS ALL PRIVATE COMMUNICATION BETWEEN VENDORS AND CERTAIN COUNTY OFFICIALS AND EMPLOYEES AS DESCRIBED BELOW:**

No vendor, its representative, agent, or employee shall engage in private communication with a member of the El Paso County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

# Health Insurance Benefits Provided By Bidder

## Consideration of Health Insurance Benefits\*

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

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

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

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**El Paso County may consider provision of health insurance benefits as part of the overall "best value" determination.** Failure to provide health insurance benefits will not disqualify you from participating in this bid selection process.

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

\_\_\_\_\_  
Date

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

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

\* This page must be included in all responses.



**COUNTY OF EL PASO**  
County Purchasing Department  
500 East San Antonio, Suite PU500  
El Paso, Texas 79901  
(915) 546-2048  
(915) 546-8180 Fax

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RE: RFQ# 06-034 Engineering Services for the Bosque Bonito Units 1 and 2 Sewer Facilities Improvement Project

Dear Vendor:

As of January 1, 2006, 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. A copy of the requirements regarding vendors is attached. Also attached is a copy of the Questionnaire which needs to be filed and was prepared and approved for statewide use by the Texas Ethics Commission.

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 Dolores Briones  
Commissioner Larry Medina  
Commissioner Betti Flores  
Commissioner Miguel Teran  
Commissioner Dan Haggerty

County Employees: Piti Vasquez, Purchasing Agent  
Jose Lopez, Jr., Assistant Purchasing Agent  
Claudia Sepulveda, Bid Clerk/Buyer  
Jack Alayyan, Division Manager  
Irene Gutierrez Valenzuela, Program Coordinator  
Tony Gonzalez, Construction Specialist

Please note that the state law requires that the Questionnaire be filed with the **COUNTY CLERK** no later than **the 7<sup>th</sup> business day after submitting an application, response to an RFP, RFQ or bid** or any other writing related to a potential agreement with the County. Failure to file the questionnaire within the time provided by the statute is a Class C misdemeanor

**Tex. Local Gov't Code § 176.006 (2005)**

§ 176.006. Disclosure Requirements for Vendors and Other Persons; Questionnaire

(a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire with the appropriate records administrator not later than the seventh business day after the date that the person:

(1) begins contract discussions or negotiations with the local governmental entity; or

(2) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the local governmental entity.

(b) The commission shall adopt a conflict of interest questionnaire for use under this section that requires disclosure of a person's affiliations or business relationships that might cause a conflict of interest with a local governmental entity.

(c) The questionnaire adopted under Subsection (b) must require, for the local governmental entity with respect to which the questionnaire is filed, that the person filing the questionnaire:

(1) describe each affiliation or business relationship the person has with each local government officer of the local governmental entity;

(2) identify each affiliation or business relationship described by Subdivision (1) with respect to which the local government officer receives, or is likely to receive, taxable income from the person filing the questionnaire;

(3) identify each affiliation or business relationship described by Subdivision (1) with respect to which the person filing the questionnaire receives, or is likely to receive, taxable income that:

(A) is received from, or at the direction of, a local government officer of the local governmental entity; and

(B) is not received from the local governmental entity;

(4) describe each affiliation or business relationship with a corporation or other business entity with respect to which a local government officer of the local governmental entity:

(A) serves as an officer or director; or

(B) holds an ownership interest of 10 percent or more;

(5) describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to the expenditure of money;

(6) describe each affiliation or business relationship with a person who:

(A) is a local government officer; and

(B) appoints or employs a local government officer of the local governmental entity that is the subject of the questionnaire; and



(7) describe any other affiliation or business relationship that might cause a conflict of interest.

(d) A person described by Subsection (a) shall file an updated completed questionnaire with the appropriate records administrator not later than:

(1) September 1 of each year in which an activity described by Subsection (a) is pending; and

(2) the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

(e) A person is not required to file an updated completed questionnaire under Subsection (d)(1) in a year if the person has filed a questionnaire under Subsection (c) or (d)(2) on or after June 1, but before September 1, of that year.

(f) A person commits an offense if the person violates this section. An offense under this subsection is a Class C misdemeanor.

(g) It is a defense to prosecution under Subsection (f) that the person filed the required questionnaire not later than the seventh business day after the date the person received notice of the violation.

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**Tex. Local Gov't Code § 176.001 (2005)**

§ 176.001. Definitions

In this chapter:

(1) "Commission" means the Texas Ethics Commission.

(2) "Family member" means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573, Government Code.

(3) "Local governmental entity" means a county, municipality, school district, junior college district, or other political subdivision of this state or a local government corporation, board, commission, district, or authority to which a member is appointed by the commissioners court of a county, the mayor of a municipality, or the governing body of a municipality. The term does not include an association, corporation, or organization of governmental entities organized to provide to its members education, assistance, products, or services or to represent its members before the legislative, administrative, or judicial branches of the state or federal government.

(4) "Local government officer" means:

(A) a member of the governing body of a local governmental entity; or

(B) a director, superintendent, administrator, president, or other person designated as the executive officer of the local governmental entity.

(5) "Records administrator" means the director, county clerk, municipal secretary, superintendent, or other person responsible for maintaining the records of the local governmental entity.

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

### OFFICE USE ONLY

Date Received

**1** Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3**

Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

**4**

Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5

**Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. 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 from the filer of the questionnaire?

Yes

No

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

Yes

No

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

Yes

No

D. Describe each affiliation or business relationship.

6

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

\_\_\_\_\_  
Date

**Vendors Receiving Specifications**  
**RFQ # 06-034, Engineering Services for the Bosque Bonito Units 1 and 2 Sewer Facilities Project**  
**Opening Date: Wednesday, June 7, 2006**

<b>NAME</b>	<b>COMPANY</b>	<b>ADDRESS</b>
Alfonso P Garza	<b>Aguirre Corporation</b>	700 Lavaca Ste. 600 (Austin, TX 78701)
Mark Shumacher	<b>Arcadis</b>	5219 McPherson, Ste. 426 (Laredo, TX 78041)
Judith A. Belger, President	<b>Banes General Contractors, Inc.</b>	P.O. Box 220550 (79913)
Daniel R. Partida, Regional Manager	<b>Belger Associates, Inc</b>	1155 Crystal Cove (79912)
Roman Bustillos, P.E.	<b>BPLW Architects &amp; Engineers, Inc.</b>	Martin Bldg., Ste. 501, 201 N.Stanton St.(79901)
Stuart Oppenheim, V.P.	<b>Brock &amp; Bustillos</b>	417 Executive Center Blvd. (79902)
Ruben Chavez, P.E., VP	<b>Brown and Caldwell</b>	700N. Stanton Street Suite 210 (79902)
Ulises Estrada, PE	<b>CEA Engineering Group</b>	1204 Montana (79902)
John M Carson, AIA	<b>CEA Engineering Group</b>	2718 Wyoming Avenue (79903)
C. Frank Rasor, P.E., VP	<b>CFA</b>	5640 Montana, Suite D (79925)
Arnold B. Peinado, Jr., PE, Executive VP	<b>Chiang, Patel &amp; Yerby, Inc. Consulting Engineers/Planners/Project Mng.</b>	1820 Regal Row, Ste. 200 (Dallas, TX 75235)
	<b>Coronado Engineers International, Inc.</b>	299 Shadow Mountain Dr. (79912)
	<b>CSA Consulting Engineers</b>	1845 Northwestern Dr., #C (79912-1123)
Deveata Walker	<b>CTA Communications, Inc.</b>	20715 Timberlake Rd. Ste. 106 (Lynchburg, VA 24502)
David Carroll	<b>Davcar Engineering</b>	1010 Land Creek Cove, Ste. 200 (Austin, TX 78746)
Sal Masoud	<b>Del Rio Engineering Inc.</b>	PO Box 220251 (79913)
Loren Fujiwara	<b>Desman Associates</b>	20 N Clark Ste. 4th floor (Chicago, IL 60602)
J.Antonio Rico., P.E., President	<b>Electrosystems Engineer, Inc.</b>	5400 Suncrest Dr., #B-3 (79912)
Alex Walper	<b>ENCON International, Inc.</b>	7307 Remcon, Ste. 101 (79912)
Shola Morohunfolo	<b>ENCON International, Inc.</b>	7307 Remcon, Ste. 101 (79912)
Victor H.Enciso, P.E., Principal	<b>Frank X. Spencer &amp; Associates, Inc.</b>	Consulting Civil Engineers & Surveyors (1130 Montana 79902)
G.Michael Goodwin, P.E., Board Chairman	<b>Goodwin Engineering, Inc.</b>	1200 Golden Circle Ste. 161 (79925)
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Isabel Vasquez, P.E. Associate	<b>Huitt-Zollars</b>	5822 Cromo Dr. #210 (79912-5503)
Jose Rodarte, Vice President	<b>Huitt-Zollars</b>	5822 Cromo Dr. #210 (79912-5503)
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Rafael Martinez, Jr., P.E.	<b>Martinez Engineering Group</b>	3700 Altura Ave. (79930-5208)
Gilbert G. Mesa, P.E., Presdient	<b>Mesa &amp; Associates, Inc.</b>	P.O. Box 13095 (79913-3095)
Mervin Moore	<b>Moore Nordell Kroeger</b>	7170 Westwind Dr., Ste.105 (79912-1726)
Joe Cardenas	<b>Moreno Cardenas</b>	2505 E. Missouri, Ste. 100 (79903)
David Breton, Chief Estimator	<b>Mustang Mechanical &amp; Electrical</b>	P.O. Box 2467 (Sunland Park, NM 88063)
Conni Fulk	<b>NCT Inc.</b>	P.O Box 26697 (79926)
Anthhu Tran	<b>Paragon Project Resources, Inc.</b>	7929 Brookriver Dr., Ste. 600 (Dallas, TX 75247)
Ramon Lara, P.E.	<b>Parkhill, Smith &amp; Cooper, Inc.</b>	810 E. Yandell (79902)
Adrienne S. Pedroza	<b>Quantum Inc.</b>	414 Executive Center Blvd. Ste. 105 (79902)
Robert Gonzalez, PE	<b>Quantum Inc.</b>	718 Myrtle Ave. (79901)
John Cordova, V.P.	<b>Raba-Kistner Consultants (SW) Inc.</b>	7002 Commerce (79915)
Ruben Flores, Construction Manager	<b>RAM Contractors, Inc</b>	7400 Stiles (79915)
Dennies F. Randall	<b>Steel Frame Alliance</b>	228 E Ave. A (Salina, KS 67402)
Jesse S Covarrubias, P.E.	<b>Structural Engineering Assoc., Inc., Consulting Engineers</b>	3838 N.W. Loop 410 (San Antonio, TX 78229)
Patick B. O'Neal, President	<b>Sunbelt Laboratories, Inc.</b>	1410 Gail Borden Place, Ste. C-5 (79935)
Robin Lynch	<b>URS Engineering Firm</b>	7720 N 16th St. Ste. 100 (Phoenix, AZ 85020-4493)
Ramon Villaverde, P.E., President	<b>Villa Verde Inc. (Consulting Engineers)</b>	1218 E. Yandell Dr., Ste. 203 (79902)
Chris Prichard	<b>Walter P Moore &amp; Assoc.</b>	3131 Eastside (Houston, TX 77098)
Thomas A. Hooker, AIA	<b>Wiginton Fawcett Hooker Jeffry</b>	9696 Skillman, Ste. 255 (Dallas, TX 75243)