

Construction Project for the Criminal Enterprise Unit

Bid # 06-038



**Opening Date
Wednesday, June 28, 2006**

INVITATION FOR BIDS

The County of El Paso will receive Bids for Construction Project for the Criminal Enterprise Unit, Bid #06-038, until 2:00 P.M., on Wednesday, June 28, 2006, at the County Purchasing Department, 500 E. San Antonio Ave., Suite 500, El Paso, Texas 79901 at which time and place all bids will be publicly opened and read aloud.

Bids are invited upon the several items and quantities of work as follows:

BASE BID

1. Demolish seven walls
2. Build up six doorways, eight walls and hallway in bay
3. Install electrical wiring and outlets
4. Install computer wiring and outlets
5. Install phone lines and jacks
6. Install new light fixtures, ceiling panels in affected areas and re-lamp useable light fixtures.
7. Reuse all existing useable doors and frames. If not useable, bidder must provide new ones
8. Business entrance and door
9. Install new carpet on areas and cover holes (floor) in old (IRS) computer/conference room and flooring
10. New ³/₄ restroom (complete)
11. Heating and Cooling.
12. Painting
13. All materials for the project

Any additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Tuesday, June 20, 2006, at 12:00 p.m. Copies of the Plans may be obtained at no cost at the office of the County Purchasing Agent, 500 E. San Antonio, Rm 500, El Paso, TX, 79901, telephone number (915) 546-2048.

A certified cashiers check, payable to the order of El Paso County or a satisfactory Bid Bond in the amount equal to five percent (5%) of the total contract price, executed with a surety company authorized to do business in the State of Texas and must be included in the bid package.

The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

The County of El Paso reserves the right to reject any or all Bids or to waive any technicalities in the bidding.

Bids may be held by the County of El Paso for a period not to exceed ninety (90) days, or such longer time as may be required by the funding agencies, from the date of the bid opening for the purpose of reviewing the for the purpose of reviewing the Bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

INSTRUCTIONS TO BIDDERS

1. BID FORMS

These Contract Documents include a complete set of bidding and contract forms, which are for the convenience of bidders.

2. INTERPRETATIONS OF ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the County of El Paso Purchasing department. Any inquiry received prior to Tuesday, June 20, 2006 will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the County Purchasing department at least five days before Bids are opened. In addition, all addenda will be faxed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3. INSPECTION OF SITE

Each Bidder should visit the site of the proposed work and fully acquaint him/herself with the existing conditions there relating to construction and labor, and should fully inform him/herself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Local Public Agency will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

4. ALTERNATIVE BIDS

No alternative bids will be considered unless alternative bids are specifically requested by the technical specifications.

5. BIDS

- a. All Bids must be submitted on forms supplied by the County of El Paso and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations; excisions or special conditions shall be made or included in the Bid Form by the Bidder.

- b. Bid Documents including the Bid, the Bid Guarantee, the Non-Collusion Affidavit and the Statement of Bidder's Qualifications (if requested) shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the words "Bid Documents", bid number, project name, name of Bidder, and date and time of bid opening in order to guard against premature opening of the Bid.
- c. The Local Public Agency may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.
- d. If the Contract is awarded, the Local Public Agency will award it to a responsible Bidder on the basis of the lowest bid and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.

6. BID GUARANTEE

- a. The Bid must be accompanied by a Bid Guarantee, which shall not be less than 5 percent (5%), of the amount of the Bid. At the option of the Bidder, the guarantee may be a certified cashiers check or a bid bond in the form attached. A guarantee or a surety company listed in the latest issue of U.S. Treasury Circular 570 shall secure the Bid bond. No Bid will be considered unless it is accompanied by the required guarantee. Certified check must be made payable to the order of El Paso County. Cash deposits will not be accepted.

The Bid Guarantee shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

- b. Revised Bids submitted before the opening of bids, whether forwarded by mail, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid Guarantee adjusted accordingly; otherwise the Bid will not be considered.
- c. Certified cashiers checks or the amount thereof, Bid bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

7. COLLUSIVE AGREEMENTS

- a. Each Bidder submitting a Bid to a Local Public Agency for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.
- b. Before executing any subcontract the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided in Section 103 hereof.

8. CONTRACT PRICE QUOTES

A lump sum quote must be submitted. However, for changing quantities of work items from those indicated by the contract drawings, a breakdown of the lump sum quote into unit prices shall also be provided. These unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Any changes shall be processed in accordance with the GENERAL CONDITIONS. The net monetary values of such additive and subtractive changes, if any, shall not increase or decrease the original contract price by more than twenty-five (25%), except for work not covered in the drawings and technical specifications as provided for in Section 109 hereof. The special attention of all bidders is called to this provision.

9. CORRECTIONS

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

10. TIME FOR RECEIVING BIDS

a. Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered under any circumstances.

11. OPENING OF BIDS

At the time and place fixed for the opening of Bids, the County will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any technicalities therein. Bidders and other persons properly interested may be present, in person or by representative.

12. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening. The bid guarantee of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

13. AWARD OF CONTRACT: REJECTION OF BIDS

a. The contract will be awarded to the responsible Bidder submitting the lowest Bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The County, however, reserves the right to reject any and all Bids and to waive any technicality in Bids received whenever such rejection or waiver is in its interest.

- b. The County reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this Contract.

14. **EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BONDS**

- a. Subsequent to the award within thirty (30) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the County an Agreement in the form included in the Contract Documents in such number of copies as the County may require.
- b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within ten (10) days, furnish two (2) surety bonds, each in a penal sum of 100% of the amount of the Contract. A **Performance Bond** shall serve as security for the faithful performance of the Contract. A **Payment Bond** shall serve as surety for the payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bonds shall be in the same form as those included in the Contract documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bonds. These bonds shall be signed by a surety company listed in the latest issue of the U.S. Treasury Circular 570 and such surety must be authorized to do business in Texas in accordance with the provisions of Article 5160, V. A.T. S. The penal sums shall be within the maximum specified for such company in said Circular 570.
- c. The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within thirty (30) days after the prescribed forms are presented for signature, or within such extended period as the Local Public Agency may grant, based upon reasons determined sufficient by the Local Public Agency, shall constitute a default, and the Local Public Agency may either award the Contract to the next lowest responsible Bidder or re-advertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid is received by re-advertising the defaulting Bidder shall have no claim against the Local Public Agency for a refund.

15. **EQUAL EMPLOYMENT OPPORTUNITY**

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. (See Section 134 hereof).

CONTRACT AGREEMENT

(See attachments)

WITNESSETH, that the Contractor and Local Public Agency for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project, namely, as described in the BASE BID, and required supplemental work for the Construction Project for the Criminal Enterprise Unit, all in strict accordance with the Contract Documents including all addenda thereto, numbered, dated _____, and _____ dated _____, all as prepared by _____ acting and in these Contract Documents Preparation, referred to as the "Engineer".

ARTICLE 2. The Contract Price The Local Public Agency will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the Contract price stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in Section 109 hereof.

ARTICLE 3. CONTRACT. The executed contract documents shall consist of the following:

- | | |
|----------------------------|---|
| a. This Agreement | f. General Conditions |
| b. Addenda | g. Technical Specifications |
| c. Invitation for Bids | h. Drawings (as listed in the Schedule of Drawings) |
| d. Instructions to Bidders | i. Prevailing wage rates |
| e. Signed copy of Bid | |

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are fully a part of the Contract as if hereto attached or herein repeated forms the

Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in 4 original copies on the day and year first above written.

_____ By
_____ Title

_____ By
_____ Title

BID FORM (LUMP SUM CONTRACT)

Place County of El Paso Purchasing Department

Date _____

Project No. 06-038

Proposal of _____ (hereinafter called Bidder), a corporation organized under the laws of the State of _____/a partnership/an individual doing business as _____(strike out inapplicable references).

To the _____ (hereinafter called Owner).

Gentlemen:

The Bidder, in compliance with your invitation for bids for the **Construction Project for the Criminal Enterprise Unit** that consists of the following:

BASE BID

1. Demolish seven walls
2. Build up six doorways, eight walls and hallway in bay
3. Install electrical wiring and outlets
4. Install computer wiring and outlets
5. Install phone lines and jacks
6. Install new light fixtures, ceiling panels in affected areas and re-lamp useable light fixtures.
7. Reuse all existing useable doors and frames. If not useable, bidder must provide new ones
8. Business entrance and door
9. Install new carpet on areas and cover holes (floor) in old (IRS) computer/conference room and flooring
10. New ¾ restroom (complete)
11. Heating and Cooling.
12. Painting
13. All materials for the project

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies: and to construct the project in accordance with the Contract Documents within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed: of the Owner and to fully complete the project within **90**

consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of **\$150** for each consecutive calendar day thereafter as hereinafter provided in the GENERAL CONDITIONS.

Bidder acknowledges receipt of the following addenda:

Date

Addendum Number

BASE BID: Bidder agrees to perform all of the construction relating to the **Construction Project for the Criminal Enterprise Unit** as necessary and work described in the specifications and shown on the plans for the sum of (\$_____)
_____. (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

Please do not include tax, as the County is tax exempt. The County will sign tax exemption certificates covering these items. Please submit one (1) original copy and two (2) duplicate copies of you bid response.

Company

Address

Federal Tax Identification No.

City, State, Zip Code

Representative Name & Title

Telephone & Fax Number

Signature

Date

UNIT PRICES

For changing quantities of work items from those indicated by the contract drawings upon written instructions from the architect/engineer, the following unit prices shall prevail:

Not Applicable

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the GENERAL CONDITIONS.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any technicalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of Owner's written acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond as required by the GENERAL CONDITIONS.

The bid security attached in the sum of _____ (_____) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By _____

_____ TITLE

_____ ADDRESS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, as PRINCIPAL, AND _____, as SURETY are held and firmly bound unto hereinafter called the "Local Public Agency", in the penal sum of _____ Dollars, (\$_____), lawful money of the United States, for the payment for which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid, dated _____, 20__, for Construction Project for the Criminal Enterprise Unit.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period by specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference between the amount specified in said Bid and the amount for which the Local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of, 200__, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

(Forms of Bid Bonds prepared to meet the requirements of Local or State Laws or the needs of the Local Public Agency should be substituted for this form where necessary.)

Attest: _____ By: _____

Attest: _____ By: _____

Countersigned By: _____

Attorney-in-Fact, State of _____

Power-of-Attorney for person signing for the surety company must be attached to bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the, _____, Secretary of the Corporation named as Principal in the within bond; that, who signed the said bond on behalf of the Principal was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

_____ (Corporate Seal)

_____ Title

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor or Company)

(Address)

A _____ hereinafter called Principal, and
(Corporation/Partnership)

(Name of Surety Company)

(Address)

Hereinafter called Surety, are held and firmly bound unto **the County of El Paso, Office of Director of Purchasing Agent, 500 E. San Antonio, Room 500, El Paso, TX 79901** hereinafter called OWNER, in the penal sum of _____ (\$ _____) (amount shown in both words and figures) in lawful money of the United States, for the payment of which sum will and truly to be made we bind successors, assigns, and ourselves jointly and severally, firmly in these present.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the _____ day of, 200____, a copy of which is hereto attached and made a part hereof for the construction of: **Construction Project for the Criminal Enterprise Unit**

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guarantee period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which if may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, other-wise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ____counter-parts, each one of which shall be deemed an original, this the _____day of _____, 200__.

ATTEST:

_____	_____
(Principal Secretary)	(Principal)
_____	By: _____
(Witness as to Principal)	(Seal)

	(Address)

ATTEST:

_____	_____
(Witness as to Surety)	(Surety)
_____	_____
(Address)	(Attorney in Fact)
_____	By: _____
	(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor or Company)

(Address)

A _____, hereinafter called Principal, and
(Corporation/Partnership)

(Name or Surety Company)

(Address)

Hereinafter called Surety, are held and firmly bound unto **the County of El Paso, 500 E. San Antonio, El Paso, TX 79901**, hereinafter called OWNER, in the penal sum of \$ _____, (\$ _____) (amount shown in both words and figures) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 200_, a copy of which is hereto attached and made a part hereof for the construction of:

Construction Project for the Criminal Enterprise Unit

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in counter parts, each one of which shall be deemed as original, this the ____ day of _____, 200_.

ATTEST:

(Principal Secretary)

(Witness as to Principal)

ATTEST:

(Witness as to Surety)

(Address)

(Principal)

By: _____
(Seal)

(Address)

(Address)

(Surety)

(Attorney in Fact)

By: _____
(Address)

s)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

NON-COLLUSION AFFIDAVIT OF CONTRACTOR

State of Texas

County of El Paso

_____, being first duly sworn, deposes and says that:

- (1) He/she is _____ of _____ hereinafter referred to as the "Contractor";
- (2) He is fully informed respecting the preparation and contents submitted _____, the Contractor for certain work in connection with the County of El Paso Contract pertaining to the Project in El Paso County, Texas;
- (3) This bid is genuine and is not a collusive or sham bid.
- (4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with such Contract or to refrain from submitting a bid in connection with such Contract, or has in any manner, with any other Bidder, firm or person to fix the price or prices in said Contractor's Bid, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of El Paso or any person interested in the proposed Contract: and
- (5) The prices quoted in the Contractor's bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affidavit.

(Signature)

(Title)

Subscribed and sworn to before me this ___ day of _____, 200__.

By: _____
(Notary Public)

My Commission Expires _____, 200__

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of Texas ()
County of El Paso ()

_____, being first duly sworn, deposes and says that:

- (1) He/she is _____ of _____ hereinafter referred to as the "Subcontractor";
- (6) He is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to _____, the Contractor for certain work in connection with the County of El Paso Contract pertaining to the Project in El Paso County, Texas;
- (7) Such Subcontractor's Proposal is genuine and is not a collusive or sham proposal.
- (8) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract, or has in any manner, with any other Bidder, firm or person to fix the price or prices in said Subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of El Paso or any person interested in the proposed Contract: and
- (9) The prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affidavit.

(Signature)

(Title)

Subscribed and sworn to before me this __ day of _____, 200__.

By: _____
(Notary Public)

My Commission Expires _____, 200__



COUNTY OF EL PASO, TEXAS 2004 WAGE RESULTS

**Paving and Street Construction, Dirt Work,
Heavy Construction, Pipeline Work Wage Rates 2004
(Excludes Highway Construction)**

CLASSIFICATION	BASE WAGE PER HR.	TOTAL FRINGE BENEFITS PER HR.	PREVAILING WAGE RATE
Asphalt Distributor Operator	12.00	0.00	12.00
Asphalt Paving Machine Operator	8.91	0.00	8.91
Asphalt Raker	9.00	0.00	9.00
Carpenter	8.75	0.00	8.75
Concrete Finisher – Paving	8.00	0.00	8.00
Concrete Finisher – Structure	9.40	0.00	9.40
Electrician	17.30	0.22	17.52
Form Setter – Paving and Curb	8.90	0.00	8.90
Ironworker – Structural	10.50	0.00	10.50
Laborer – Skilled	7.39	0.00	7.39
Laborer – Common	7.00	0.00	7.00
Mechanic	12.75	0.00	12.75
Heavy Equipment Operator: 2-1/2 C.Y. and over or 25 Tons and over	9.00	0.00	9.00
Medium Equipment Operator: >1-1/2 C.Y. and <2-1/2 C.Y. or > 5 Tons and < 25 Tons	8.11	1.95	10.06
Light Equipment Operator: 1-1/2 C.Y. or less or 5 Tons or less	7.68	0.00	7.68
Pipe Layer	8.50	0.00	8.50
Reinforcing Steel Setter	10.00	0.00	10.00
Servicer	10.00	0.00	10.00
Truck Driver–Heavy: over 26,000# haul capacity	8.00	0.00	8.00
Welder – Same as classification			



County of El Paso, Texas, 2004 Wage Survey Results

Building Construction Trades Wage Rates 2004
(Excludes Residential Construction)

CLASSIFICATION	BASE WAGE PER HR.	FRINGE BENEFITS PER HR.	PREVAILING WAGE RATE
Air Conditioning Mechanic	13.50	0.00	13.50
Asbestos/Abatement	10.00	0.00	10.00
Bricklayer/Stone Mason	17.84	0.00	17.84
Carpenter (Includes Acoustical Ceiling Installer & Millwright)	17.87	0.00	17.87
Caulker (Sealant)	9.50	0.00	9.50
Cement Mason / Concrete Finisher	10.50	0.00	10.50
Drywall Installer	16.25	3.24	19.49
Electrician	17.30	3.97	21.27
Electronic Technician	9.00	0.00	9.00
Elevator Constructor	23.77	9.57	33.34
Floor Layer – Resilient & Carpet	11.00	0.00	11.00
Glazier	10.00	0.82	10.82
Ironworker – Structural	10.25	0.00	10.25
Laborer – Skilled	12.78	2.40	15.18
Laborer – Common	8.88	0.00	8.88
Operator – Crane	17.85	0.00	17.85
Operator – Heavy Equipment: 2-1/2 C.Y. and over Or 25 Tons and over	16.03	0.00	16.03
Operator – Medium Equipment: > 1-1/2 C.Y. and < 2-1/2 C.Y. or > 5 Tons and < 25 Tons	15.58	0.00	15.58
Operator – Light Equipment: 1-1/2 C.Y. or less or 5 Tons or less	8.50	0.00	8.50
Painter	8.00	0.00	8.00
Plasterer (Includes EIFS)	11.00	0.00	11.00
Plumber & Pipefitter (Includes Certified Irrigator and Insulator –Pipe & Equipment)	14.50	0.00	14.50
Reinforcing Steel Setter	15.37	0.00	15.37
Roofer	9.00	0.00	9.00
Sheet Metal Worker	14.00	0.00	14.00
Sprinkler Fitter	13.00	0.00	13.00
Tile Setter & Terrazzo Worker	9.50	0.00	9.50
Truck Driver – Heavy – over 26,000# hauling capacity	8.00	0.00	8.00
Truck Driver – Light – less than 26,000# capacity	9.00	0.00	9.00
Welder – Same as classification			

**ORDER OF THE COMMISSIONERS COURT
OF EL PASO COUNTY REGARDING
APPRENTICESHIP PROGRAM REQUIREMENTS**

Whereas, the County of El Paso supports the adoption of an apprenticeship program for all county building construction projects and desires the inclusion of language mandating participation in apprenticeship programs certified by the U.S. Department of Labor (DOL) in all County building construction contracts; and

Whereas, the purpose of the apprenticeship program is to require that only journeymen and apprentices registered in an apprentice program certified by DOL perform work on County building construction projects in order to ensure both quality construction work as well as provide training opportunities; and

Whereas, a DOL certified apprenticeship program requirement for local building construction projects is consistent with the state prevailing wage rate law pursuant to Chapter 2258, Texas Government Code.

NOW THEREFORE BE IT RESOLVED, that the County of El Paso adopts the EL Paso County Apprenticeship Program requiring the following of all building contractors and their subcontractors on County Building Construction Projects:

1. must sponsor or participate in a DOL certified apprenticeship program for all job classifications utilized on the project and which are "apprenticeable occupations" as defined by DOL regulations;
2. must hire registered apprentices enrolled in a DOL certified apprenticeship program;
3. may not substitute helpers or unregistered apprentices to perform apprentice level work in place of registered apprentices;
4. must pay wage rates and benefits package for apprentices as determined by apprenticeship program/DOL;
5. must comply with DOL requirements for the ration of apprentices to journeymen;
6. must hire apprentices in all job classifications utilized on the project and which are "apprenticeable occupations" as defined by DOL regulations, unless such placement would not be approved by the apprenticeship program.

BE IT FUTHER RESOLVED that the County Purchasing Agent is hereby directed to include notice of the County apprenticeship requirements in all specifications for bids on building construction projects.

APPRENTICESHIP PROGRAM PROCEDURES

1. All bids or proposals must comply with the Order of the Commissioners Court of El Paso County Regarding Apprenticeship Program requirements adopting May 17, 1999.
2. A copy of the Order of the Commissioners Court of El Paso County Regarding Apprenticeship Program requirements adopted May 17, 1999 is attached hereto as Attachment I.
3. In preparing bids, the bidder should use only those job classifications listed on the attached prevailing wage rate schedules, and should base its bid on wage rates no less than those set forth on the schedules. In the event the bidder determines that it will utilize classes of workers for which no wage rate has been determined the bidder shall inform the Purchasing Agent prior to the deadline for submission of bids, who shall consult with the County Public Works Director to determine whether the bid may be based on any of the job classifications for which a rate has been set, or whether the County will need to determine a new prevailing wage rate for the classification at issue. In the event the County makes a prevailing wage rate determination for such classification, all bidders will be given notice and an opportunity to revise their bids based on the new prevailing wage rate determination. With respect to apprentices, trainees or helpers, the bidder may utilize only registered apprentices enrolled in a DOL certified apprenticeship program and shall pay wages as determined by the apprenticeship program based on the individual apprentice's experience and skill level.
4. Pursuant to Tex. Gov't Code Ann. §§2258.001-2258.058 (Vernon 1999 Pamphlet), the Commissioners Court for El Paso County, Texas has duly adopted prevailing wage rates for Highway/Heavy Construction on March 4, 1996, and for Building Construction Trades on March 14, 1996 and September 16, 1996. Said prevailing wage rates are attached hereto and incorporated herein by reference.
5. Pursuant to Tex. Gov't Code Ann. §2258.023 (Vernon 1999 Pamphlet), each contractor who is awarded a public works contract by the County of El Paso, or a subcontractor of the contractor, shall pay each worker employed on a public work not less than the general prevailing wage rate for each craft or type of worker as determined by the Commissioners Court of El Paso County.
6. Pursuant to Tex. Gov't Code Ann. §2258.023 (Vernon 1999 Pamphlet), a contractor or subcontractor who violates §2258.023 shall pay the County of El Paso the sum of \$60.00 for each worker employed for each calendar day or part of the day that the worker is paid less than the wages stipulated in the contract, and the contract between the County and the contractor shall set forth this penalty provision.
7. In preparing bids, the bidder should use only those job classifications listed on the attached prevailing wage rate schedules, and should base its bid on wage rates no less than those set forth on the schedules. In the event the bidder determines that it will utilize classes of workers for which no wage rate has been determined the bidder shall

inform the Purchasing Agent prior to the deadline for submission of bids, who shall consult with the County Director of Public Works to determine whether the bid may be based on any of the job classifications for which a rate has been set, or the classification at issue. In the event the County makes a prevailing wage rate determination for such classifications, all bidders will be given notice and an opportunity to revise their bids based on the new prevailing wage rate determination.

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.

2. 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.

3. 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).

4. 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.

5. 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

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:
 - a. A PERFORMANCE BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$100,000; AND
 - b. 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?

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?

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

RE: Bid #06-038, Construction Project for the Criminal Enterprise Unit

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
Claudio Morales, Division Commander
Edward Lechuga, CEU Unit Commander
Ralph Mitchell, Assistant Chief Deputy
Julie Peer, Grant Project Manager

Please note that the state law requires that the Questionnaire be filed with the **COUNTY CLERK** no later than **the 7th 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.

Please submit the completed and signed copy of the CIQ document with your bid whether a relationship exists or not.

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.

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.

Vendors Receiving Specifications

Bid # 06-038 , Construction Project for the Criminal Enterprise Unit

Company	Contact	Address	City	Stat	Zipcode
ABC Construction	Jesse Marquez	1535 Goalby Ln.	El Paso	TX	79935
ABM Construction	Fernando Santana	3233 N. Mesa, Ste. 205	El Paso	TX	79902
Amerishade Inc.	John Plaster	9400 North Central Expressway Ste. 120	Dallas	TX	75231
Banes General Const. Inc.	Daniel Drusinu	6040 Lockett Ct.	El Paso	TX	79932
Beltran Construction	Ricardo Beltran	570 Holstein	El Paso	TX	79927
Blair-Hall Co., Inc.	J. Edgar Songy	3816 Mattox St.	El Paso	TX	79925
Border Construction		109 N. Oregon St. Ste. 100	El Paso	TX	79901
Bowen Industrial Contractors	Thomas Shofner	9801 Carnegie	El Paso	TX	79925
C&J Road Construction	Juan D'Marquez	11315 Sheffield Dr.	El Paso	TX	79927
C.F. Jordan	Tony Romero	7700 C.F. Jordan	El Paso	TX	79912
Camino Contracting	Bob Foster	1611 Beech, Ste. G	El Paso	TX	79925
Canyon General Contractors, Inc.	Lourdes Estrada	1360 Pearl Gate	El Paso	TX	79936
Chemsearch	Lis Juarez	7545 Mesa Hils	El Paso	TX	79912
Construction Reporter	Cliff Schneider	1609 2nd Street Northwest	Albuquerque	NM	87102
Contractors Weekly Report	Fernando Novo II	P.O. Box 26311	El Paso	TX	79926
Crocker LTD	Pay Taylor	227 E Palace Ave.	Santa Fe	NM	87501
CSA Consulting Engineers	Eileen Karlsruhe	1845 Northwestern Dr. Ste. C	El Paso	TX	79912
D.J. Contractors, Inc.	Steve Allen	279 Shadow Mountain, Ste. CC	El Paso	TX	79912
Desert West Concrete	Joe Satarain	8239 Burnham	El Paso	TX	79907
Diamante Contractors		4601 Rosa Ave.	El Paso	TX	79905
ENLE	Leo Paez	11426 Rojas Ste. A-11	El Paso	TX	79936
FW Dodge - McGraw Hill	Ceci Hernandez	7500 Viscount C-40	El Paso	TX	79925
G&G Saenz Construction		11681 Privada Lane	El Paso	TX	79936
Gateway Construction, Inc.	John A. Lencyk	955 N. Resler Dr. #121	El Paso	TX	79912
Gemco Construction, Inc.		615 Schuster, Bldg. 9-A	El Paso	TX	79902
Harry Hussmann		P.O. Box 628	Canutillo	TX	79835-062
Hensil Phelps Construction Co.	Steve P.Currier	8322 Crossing Park Dr.	Austin	TX	78754
Horak Construction, Inc.	Sergio Valencia	1485 Bessemer Dr.	El Paso	TX	79936
Industrial Laminates Corp.	Kathleen K. Wimbish	1806 E. 4th Street	Austin	TX	78702
J.A.R. Concrete, Inc.	Joe A. Rosales Jr.	9609 Carnegie Ave.	El Paso	TX	79925
JAN-CAR Construction Co.	Preston Brown	16000 Ashford	Horizon City	TX	79928

JMC Construction LP		9893 W University Dr., Ste. 119	McKinney	TX	75071
Jobe Mateials	Victor Salcido	1150 Southview Dr.	El Paso	TX	79928
K.R. Swerdfeger Construction, Inc.	Joe Cardenas	421 E Industrial Blvd.	Pueblo West	CO	81007
Law General Contractors	Ruben G. Schaeffer	10657 Vista Del Sol, Ste. B	El Paso	TX	79935
MarcCo Steel Buldings		109 Shalom Ln.	Royal	AR	71968
Morrow Enterprise Inc.	Leonard Morrow	6585 W. Picacho Ave.	Las Cruces	NM	88005
Ortega Construction Co., Inc.	Charles Aragon	1708 1st St.	El Paso	TX	79901
P&A Concrete Construction Co.	Alfonso Perez	PO Box 3056	Canutillo	TX	79835
Paragon Project Resources, Inc.	Anhthu Tran	7929 Brookriver Dr. Ste. 600	Dallas	TX	75247
Parking Market Research Co.	Christopher Hollis	1311 Dolley Madison Blvd., Ste. 2-B	McLean	VA	22101
Quantum Inc.	Rober Gonzalez, PE	414 Executive Center	El Paso	TX	79902
R.L. Abatement, Inc.	Robero Valladares, Jr.	P.O. Box 332	Waslaco	TX	78599
Raba-Kistner		7002 Commerce	El Paso	TX	79915
RAM Contractors	Rodrigo Arras	7400 Stiles	El Paso	TX	79915
Reed Construction Data	Keith Hawley	8878 S Barrons Blvd.	Highlands Ranch	CO	80129
Silverton Construction		7930 Artcraft Road	El Paso	TX	79932
Southway Construction, Inc.	Alonzo Salazar	117 White Pine Dr.	Alamosa	CO	81101
Southwest Growth	Valerie Paez	1600 E. 4th Avenue	El Paso	TX	79901
Spartan Construction Services, Inc.	Paul H. Flynn	279 Shadow Mountain #212	El Paso	TX	79912
Steadfast Bridges	Darryl Yates	4021 Gault Ave. S.	Fort Payne	AL	35967
TCB Contractors		3501 Red Sails	El Paso	TX	79936
The Builder's Exchange of Texas, Inc.	Lorena Ruiz	4047 Naco Perrin	San Antonio	TX	78217
The Douglas Group	Samantha Moran	3040 Post Oak Blvd.	Houston	TX	77056
The Promiseland General Contractors	Edgar Carrasco	3909 N Stanton	El Paso	TX	79901
Tri-Chord	Rick Godwin	4411 South 4th Street	Phoenix	AZ	85040
URS Engineering Firm	Gene Rogge	7720 N 16th St. Ste. 100	Phoenix	AZ	85020-449
Wenzel, Wenzel & Assoc.	Glenn Wenzel	1332 Azalea Ln.	New Braunfels	TX	78130
Wheeler Lumber, LLC	Alex Stork	9330 James Ave. South	Bloomington	MN	55431