



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

Notice to Interested Parties

Sealed bids will be received at the County Purchasing Department, 500 E. San Antonio, Suite PU500, El Paso, Texas 79901 before 2:00 p.m., **Wednesday, October 24, 2007** to be opened at the County Purchasing Office the same date for **Security Guard Services for Juvenile Probation Department.**

Bids must be in a sealed envelope and marked:
"Bid to be opened October 24, 2007
Security Guard Services for Juvenile Probation Department
Bid #07-135"

Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Tuesday, October 16, 2007, at 12:00 p.m. Questions can be faxed to (915)-546-8180.

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

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

If the bid totals more than \$100,000.00, the bidder shall furnish a certified cashier's check made payable to the order of El Paso County or a good and sufficient bid bond in the amount of 5% of the total contract price, executed 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.

PITI VASQUEZ
County Purchasing Agent

BIDDING SCHEDULE

To: El Paso County, Texas

I or we agree to furnish the following described equipment, supplies, or services for the prices shown in accordance with specifications listed below or attached. By execution of this bid, I hereby represent and warrant to El Paso County that I have read and understood the Bid Documents and the Contract Documents and this bid is made in accordance with the Bid Documents.

Please quote prices and discounts on the following items:

F. O. B. El Paso County

Description – Bid #07-135 Security Guard Services for Juvenile Probation Department Vendor must meet or exceed specifications
TOTAL COST
\$
Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. Please submit one (1) original copy and two (2) copies of your bid.

Company

Address

Federal Tax Identification No.

City, State, Zip Code

CIQ Document Number

CIQ Sent Date

Representative Name & Title

Telephone

Fax Number

E-mail

Signature

*****THIS MUST BE THE FIRST PAGE ON ALL BIDS*****

Security Guard Services for Juvenile Probation Department

Bid #07-135



**Opening Date
Wednesday, October 24, 2007**

1. This agreement may be renewed for up to two (2) one year periods upon mutual written notice of the parties to this agreement prior to the expiration of the initial term or subsequent to the first renewal period.

2. Contractor shall provide security guard services at contractor's expense:

- ◆ Abide by the State of Texas Private Security Bureau licensing requirements
- ◆ Follow Juvenile Probation Department policies and procedures as indicated in the "JPD Security Officer Guidelines Log Book" (**Exhibit C**) of proposed contract.
- ◆ Conduct parking lot checks periodically and at least once an hour
- ◆ Respond to provide assistance to incidents that occur in the courtrooms
- ◆ Man x-ray machine and metal detector equipment and have all visitors checked through the equipment
- ◆ Conduct physical searches of property (e.g.: bags, purses, coats, briefcases, etc.)
- ◆ Use portable radios to keep in communication with other contract security officers, court bailiffs, and Detention staff and Central Control (**Motorola CP200**)
- ◆ Report malfunctioning equipment
- ◆ Report incidents and provide copy of incident report to designated individual at Juvenile Probation Department
- ◆ Maintain the order and control traffic in the lobbies (e.g.: keeping visitors quiet, not letting children run in building, not letting visitors lay down on chairs or benches.)
- ◆ Contractor shall obtain Liability Insurance, Workers Compensation and an Employee Fidelity Bond as shown in Exhibit "A". Proof of such coverage is required prior to commencing any work hereunder.
- ◆ Must submit proof of license by the State of Texas Private Security Bureau pursuant to Section 1702 et. seq., Texas Occupation Code.
- ◆ Security Guard personnel will wear a uniform provided by Contractor. Uniform will be worn clean, wrinkle-free and professional. Uniform will display proper security identification such as security logo and/badge or name tag, and must be approved by the Texas Security Bureau.

3. Contractor shall ensure that its security guards maintain current First Aid and CPR certification during the length of this agreement and provide proof of certification and recertification to JPD.

4. Contractor shall ensure that all its employees/agents, who are required or allowed to provide services pursuant to this agreement, will execute a Texas Law Enforcement Telecommunications System (TLETS) /National Crime Information Center (NCIC) records check form, local and county sex offender registration data base check, and FBI fingerprint check.

STATE OF TEXAS)
)
COUNTY OF EL PASO)

SECURITY GUARD SERVICES

This agreement will commence on the ____ of _____ 20 ____, by and between the El Paso County on behalf of the Juvenile Probation Department, hereinafter known as "JPD" and _____, _____, duly licensed by the State of Texas Private Security Bureau pursuant to Section 1702 et. seq., Texas Occupation Code _____, hereinafter called "Contractor" to provide security services for the main administrative buildings, surrounding parking lots located at 6400 Delta Drive.

I. Services to be Performed by Contractor:
Contractor shall perform the following services for the El Paso County Juvenile Probation Department:

- 1.1 Contractor shall provide _____ unarmed commissioned security guards for the following schedule:
- | | | |
|----------------------------|-----|---|
| Monday to Friday | (2) | 7:00 a.m. –5:00 p.m.
(1) Administration Building Lobby
(1) Court Bldg Lobby |
| Monday to Thursday | (1) | 5:00 p.m. – 7:00 p.m. Administration Bldg.
Lobby |
| Wednesdays | (1) | 5:00 p.m. – 7:00 p.m. Court Bldg. Lobby |
| Last Thursday of the month | (1) | 7:00 p.m. – 9:30 p.m. Administration Bldg.
Lobby |
| Fridays | (1) | 7:00 a.m. – 2:00 p.m. Court Bldg. Lobby |
| Saturdays | (1) | 8:00 a.m. – 1:00 p.m. Administration Bldg.
Lobby |
| | (1) | 9:00 a.m. – 1:00 p.m. JPD/Delta Academy
Building Lobby |

And any other time agreeable between JPD and Contractor.

- 1.2 Contractor shall provide security guard services at contractor's expense:
 - 1.2 (a) Abide by the State of Texas Private Security Bureau of licensing requirements.
 - 1.2 (b) Follow Juvenile Probation Department's policies and procedures as indicated in the "JPD Security Officer Guidelines Log Book" (Exhibit C)
 - 1.2 (c) Conduct parking lot checks periodically and at least once every hour when security camera monitor is not functioning.
 - 1.2 (d) Respond to provide assistance to incidents that occur in the courtrooms
 - 1.2 (e) Man x-ray machine and metal detector equipment and have all visitors checked through the equipment
 - 1.2 (f) Conduct physical searches of property (e.g.: bags, purses, coats, briefcases, etc.)
 - 1.2 (g) Use portable radios to keep in communication with other contract security officers, court bailiffs, and Detention/Central Control staff.
 - 1.2 (h) Report malfunctioning equipment
 - 1.2 (i) Report incidents and provide copy of incident report to designated individual at Juvenile Probation Department
 - 1.2 (j) Maintain the order and control traffic in the lobbies (e.g.: keeping visitors quiet, not allow children run in building, not allowing visitors to lay down on chairs or benches).
 - 1.2 (k) Monitor security camera at assigned work station.
 - 1.2 (l) Will keep socializing with JPD clientele, visitors, and/or JPD employees to a minimum and will not have friends and/or guests congregate around work station.
- 1.3 Contractor will be responsible for the direct supervision of all security guard personnel through Contractor's designated representative, who shall be available to JPD 24-hours a day, Monday through Saturday.
- 1.4 Contractor warrants that Contractor is certified, approved or licensed by all Federal, State or local agencies or departments that have jurisdiction to regulate all activity performed by the Contractor. Contractor shall abide by all rules, guidelines and procedures set forth at JPD. Proof of such certification approval or licensure shall be provided to JPD within ten (10) days of execution of this agreement. Contractor warrants he/she will maintain and renew their license by completing continuing education while this contract remains in effect.
- 1.5 Contractor shall not assign any employee/agent to JPD who has been convicted of any felony or has been convicted of a misdemeanor involving moral turpitude. Contractor shall provide to JPD, on each employee/agent assigned to JPD, complete results of all psychological, medical clearance to perform the services of this agreement and drug screening. Any employee/agent assigned to JPD shall have a minimum of one-year experience as a security guard.
- 1.6 Contractor shall ensure that all employees/agents working security services are wearing clean uniforms and they are properly identified with Contractor's name.
- 1.7 Contractor shall be fully responsible for payment of any and all taxes and insurance, including, but not limited to federal, state and local income taxes and payroll taxes (such as FICA and Unemployment Insurance, etc.) and shall make such statutory filings as may be required by law.

- 1.8 Contractor shall ensure that all of its security guards shall be trained by JPD personnel or in the alternative, procure Contractor's own training to obtain certification in First Aid and Cardiopulmonary Resuscitation (CPR). Contractor shall ensure that its security guards maintain current First Aid and CPR certification during the length of this agreement and provide proof of certification and recertification to JPD.
- 1.9 Contractor shall obtain Liability Insurance, Workers Compensation and an Employee Fidelity Bond as shown in Exhibit "A". Proof of such coverage is required prior to commencing any work hereunder.
- 1.10 Contractor shall ensure that all its employees/agents who are required or allowed to provide services pursuant to this agreement will execute a Texas Law Enforcement Telecommunications System (TLETS)/National Crime Information Center (NCIC) records check form (Exhibit B-1, B-2, B-3) in order to allow JPD to perform the criminal records check, local and county sex offender registration data base check and FBI fingerprint check.
- 1.11 Security Guard personnel will wear a uniform provided by Contractor. Uniform will be worn clean, wrinkle-free and professional. Uniform will display proper security identification such as security logo and/badge or name tag, and must be approved by the Texas Security Bureau.
- 1.12 Contractor will provide JPD with a list of names of personnel assigned to JPD. If there is a change in staffing and new personnel is assigned, the Contractor shall notify JPD and provide the name(s) of the new employee(s) prior to starting assignment.
- 1.13 Contractor will provide security guard personnel with portable radios that operate on the same frequencies as JPD radios to keep in contact with other security guard personnel, Detention Staff, and court Bailiffs. (Motorola CP200)

II. Compensation:

- 2.1 Contractor shall submit claims or invoices, bearing Contractor's letterhead, no later than five (5) days from the last day of the month for which payment is requested. Contractor's letterhead shall contain an accurate mailing address and telephone number where Contractor can be reached during regular business hours.

The invoice shall indicate the number of hours worked per day, per security officer (employee/agent) and shall be signed and dated by authorized personnel. Contractor shall maintain an on-site time sheet with a copy of such accompanying each invoice. Said time sheets will also be subject to review as per paragraph 3.1 of this contract.

- 2.2 Contractor shall be paid _____ (\$ _____) per hour per security officer.

2.3 Contractor shall account separately for the receipts and expenditures of any and all funds received pursuant to this contract.

III. **Records:**

3.1 Contractor shall maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County or the state of Texas; books, documents and other evidence pertaining to the cost and expenses for this agreement, hereinafter called Records.

3.1(1) **Record Retention.**

Contractor shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted. The records and documents must be kept for a minimum of three years after the end of the contract period. If any litigation, claim or audit involving these records commences before the three year period expires, the Contractor must keep records and documents for not less than three years or until all litigation, claims or audit findings are resolved.

IV. **Services to be Performed by JPD:**

Each invoice submitted by Contractor per paragraph 2.1 of this agreement shall be paid within 30 days of receipt by JPD.

V. **Term and Termination:**

Term: This agreement shall be effective _____, 20 _____ and shall continue until _____, 20 ____.

This agreement may be renewed for up to two (2) one year periods upon mutual written notice of the parties to this agreement prior to the expiration of the initial term or subsequent to the first renewal period.

Termination: Contractor may terminate this agreement without cause by giving thirty (30) days written notice to terminate. The County may terminate this agreement without cause by giving thirty (30) days written notice to terminate. The County may terminate this agreement without notice immediately in the event Contractor fails to comply with any provision of this agreement.

Contractor shall cease to incur costs associated with this agreement upon termination or receipt of written notice to terminate, whichever occurs first.

Notice Shall be Mailed to JPD: Alberto Alvarez, Jr.,
Chief Juvenile Probation Officer
6400 Delta Drive
El Paso, TX 79905-5408

To Contractor: _____

VI. **Independent Contractor:**

Nothing contained herein shall be construed as creating the relationship of employer and employee between the County and the Contractor. The Contractor shall be deemed at all times to be an independent contractor.

VII. **Assignment:**

Contractor shall not sell, assign, transfer or convey this agreement, in whole or in part, without the prior written consent of El Paso County.

VIII. **Venue:**

This agreement will be governed and construed according to the laws of the state of Texas. This agreement is performable in El Paso County, Texas.

IX. **Indemnification:**

Contractor shall defend, indemnify and hold harmless El Paso County, its officers, agents and employees from all claims or causes of action of any kind for injury or damage of any kind to any person or property brought by or on behalf of any person due to or related to the negligence or intentional act or omission of Contractor, its agents, employees or subcontractors. Contractor shall pay any and all damages assessed against El Paso County, its officers, agents or employees, arising out of such negligence or intentional acts.

X. **Agreement:**

This document expresses the entire agreement between the parties and shall not be amended or modified except by written instrument signed by the parties.

XI. **Enforcement:**

In the event that any portion of this agreement shall be found to be invalid or unenforceable, the remaining terms and conditions shall be severed and shall remain in full force and effect.

XII. **Non-Discrimination and Equal Opportunity:**

Contractor certifies that it will comply fully with the non-discrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990, as amended; and with all applicable requirements imposed by or pursuant to regulations that implement those laws.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

The County of El Paso:

CONTRACTOR:

**Anthony Cobos
El Paso County Judge**

**Representative's Name
Title/Position**

Date: _____

Date: _____

ATTEST:

**(Signer must have legal authority
to bind company)**

County Clerk

Date: _____

Approved as to Form:

Assistant County Attorney

Date: _____

Approved as to Content:

**Alberto Alvarez Jr., Chief
Juvenile Probation Officer**

Date: _____

INSURANCE REQUIREMENTS

1. Except as otherwise stated in this Contract, Contractor shall at Contractor's expense maintain insurance of the following types, with limits not less than those set forth below:

Worker's Compensation in accordance with the provisions of the applicable Worker's Compensation law or similar laws of the State, territory, province or political division having jurisdiction over the employee and Employer's Liability with a limit of liability of \$500,000.00 for each occurrence.

Commercial General Liability, with a combined single limit of liability of \$1,000,000.00 per occurrence for bodily injury and property damage. The policy shall be endorsed to name the County of El Paso as an additional insured, but only with respect to liability assumed under this Agreement.

A Fidelity Bond which includes employee dishonesty coverage for all employees assigned to work on site in the amount of \$50,000.00 per loss.

2. These policies shall be written by an insurance carrier(s) that is authorized and licensed by the Texas State Board of Insurance which shall have approved said policies as to form. The County shall be timely furnished certificates of insurance cancelable or subject to change only upon fifteen days advance written notice. Contractor shall notify the County prior to any change in carrier(s) or coverage(s). Contractor shall require certification of statutory Worker's Compensation Insurance from all subcontractors.
3. Contractor hereby waives subrogation against and releases the County and its directors, officers, employees and representatives from all liability covered by Contractor's insurance for losses or claims arising out of Contractor's negligent performance of the Contract.

EXHIBIT A

EXHIBIT B-1

AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION

THE HONORABLE ALFREDO CHAVEZ
JUVENILE JUDGE
65th DISTRICT COURT
EL PASO COUNTY

ALBERTO ALVAREZ, JR.
CHIEF JUVENILE OFFICER
JUVENILE PROBATION DEPARTMENT
EL PASO COUNTY

Name: _____ Date of Birth: _____

Social Security Number: _____

I authorize the release of all confidential records and information pertaining to TCIC/NCIC Records / Police / Records / Sheriff's Records concerning myself to the 65th Judicial District Court and to the El Paso County Juvenile Probation Department.

TCIC/NCIC/Police/Sheriff's Records

Signature

Date

EXHIBIT B-2



El Paso County Juvenile Probation Department

TCIC/NCIC CONTRACTOR RECORDS CHECK REQUEST

REQUESTED BY: _____ APPROVED: _____
DIRECTOR

DATE REQUESTED: _____

Criminal Records Check Requested on:

	<u>NAME</u>	<u>DOB</u>	<u>SSN</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____

Telecommunications Operator _____ Date _____



EXHIBIT B-3

EL PASO COUNTY

JUVENILE PROBATION DEPART

Richard L. Ainsa
Referee
Juvenile Court I

Alfredo Chavez
Judge
65th Judicial District Court

Alberto Alvarez, Jr.
Chief
Juvenile Probation Officer

Maria T. Levya-Ligon
Referee
Juvenile Court II

6400 Delta Drive
El Paso, TX 79905
Phone (915) 849-2500
FAX (915) 849-2577

Oscar Reyes
Deputy Chief

El Paso Sheriffs Department ID&R Sex Offender Registration Check

In accordance with Texas Juvenile Probation Commission, registration of Sex Offenders, I request a check of Sex Offenders Registration Data Base on the following individuals:

<u>NAME</u>	<u>SSN</u>	<u>DOB</u>
_____	_____ - ____ - ____	____ / ____ / ____
_____	_____ - ____ - ____	____ / ____ / ____
_____	_____ - ____ - ____	____ / ____ / ____
_____	_____ - ____ - ____	____ / ____ / ____
_____	_____ - ____ - ____	____ / ____ / ____
_____	_____ - ____ - ____	____ / ____ / ____
_____	_____ - ____ - ____	____ / ____ / ____
_____	_____ - ____ - ____	____ / ____ / ____

Please sign and date this form and indicate whether or not there are records on the above named individual(s) and return it to the El Paso County Juvenile Probation Department, Attention ROGER MARTINEZ, Director of Probation Services or TERRY GUTIERREZ, Administrative Assistant.

Records Check Conducted by:

<u>Name</u>	<u>Title</u>	<u>Date</u>
_____	_____	_____

An Equal Opportunity Employer

EXHIBIT B-3



EL PASO COUNTY

JUVENILE PROBATION DEPART

Richard L. Ainsa
Referee
Juvenile Court I

Alfredo Chavez
Judge
65th Judicial District Court

Alberto Alvarez, Jr.
Chief
Juvenile Probation Officer

Maria T. Levya-Ligon
Referee
Juvenile Court II

6400 Delta Drive
El Paso, TX 79905
Phone (915) 849-2500
FAX (915) 849-2577

Oscar Reyes
Deputy Chief

El Paso El Paso Police Department ID&R Sex Offender Registration Check

In accordance with Texas Juvenile Probation Commission, registration of Sex Offenders, I request a check of Sex Offenders Registration Data Base on the following individuals:

<u>NAME</u>	<u>SSN</u>	<u>DOB</u>
_____	_____ - ____ - ____	____ / ____ / ____
_____	_____ - ____ - ____	____ / ____ / ____
_____	_____ - ____ - ____	____ / ____ / ____
_____	_____ - ____ - ____	____ / ____ / ____
_____	_____ - ____ - ____	____ / ____ / ____
_____	_____ - ____ - ____	____ / ____ / ____
_____	_____ - ____ - ____	____ / ____ / ____

Please sign and date this form and indicate whether or not there are records on the above named individual(s) and return it to the El Paso County Juvenile Probation Department, Attention ROGER MARTINEZ, Director of Probation Services or TERRY GUTIERREZ, Administrative Assistant.

Records Check Conducted by:

<u>Name</u>	<u>Title</u>	<u>Date</u>
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An Equal Opportunity Employer

USE OF RESTROOM BY PUBLIC

1. Everyone must sign for restroom key in.
(Court II, receptionist will control restroom key)
2. No more than one person at a time permitted in restroom.
3. Security Guard to check restroom after each use when used by JPD juvenile clientele and/or when necessary.
(Court II restrooms not to be checked)
4. Security Guard to place control posts at entrance door when un-attending entrance door and checking restroom.
5. Incident report to be written when tagging is discovered and copy to be turned in to Director of Detention.
6. Report incident verbally to Director of Detention, ext. 2555, and David Hajar, Building Engineer, ext. 2566. Leave voice-mail if there is no answer.

Exhibit "C"

TAKING BREAKS

1. When security personnel need to take a bathroom break the receptionist is to be notified.
2. Security personnel will place the control posts at the entrance inside of the building with the “DO NOT ENTER – RETURNING SOON” sign so traffic will not go through.
3. Upon returning to assigned station, remove control posts and continue regular duties.

Exhibit “C”

COURT ROOM INCIDENTS

1. Respond to provide assistance to incidents that occur in the courtroom.

(a) Call for additional assistance if needed:

- Radio other Security Guard Staff for Assistance if necessary.
- Radio Central Control Staff if necessary
- Notify Central Control to get Assistance such as from: Nurse, Detention Staff, maintenance etc...
- Keep area clear
- Call 911 (If necessary) or instruct receptionist to call 911

Exhibit “C”

GENERAL SECURITY SAFETY AND CONTROL

1. Man x-ray machine and metal detector equipment and have all visitors checked through the equipment.
2. Conduct physical searches of property (e.g.: bags, purses, coats, briefcases, etc.)
3. Use portable radios to keep in communication with other contract security officers, court bailiffs, and Detention/Central Control staff.

Airways will be used for official business only to communicate pertinent information. No unauthorized personnel will be allowed to use the portable radios at any time.

4. Report malfunctioning equipment.
 - Fill out work order, provided in work order binder
 - Give work order to receptionist to forward to Director of Detention’s mailbox in Administration Building.
 - Contact Central Control Staff and notify them to inform Director of Detention or Director’s absence the Senior Officer of completing work order and the problems.
5. Maintain the order and control traffic in the lobbies e.g.: Keeping visitors quiet, not allow children to run in building, not allowing visitors to lay down on chairs or benches, enforce court dress code.

Exhibit “C”

INCIDENTS IN LOBBY OR OTHER JPD LOCATION:

1. Respond to incident or Emergency Situation in lobby or other J.P.D. Location.

(a) Call for additional assistance if needed:

- Radio other Security Guard Staff for Assistance if necessary.
- Radio Central Control Staff If necessary.
- Notify Central Control to get Assistance such as from: Nurse, Detention Staff, maintenance etc... if necessary
- Keep Area Clear
- Call 911 or Instruct receptionist to call 911

Exhibit “C”

REPORTING OF INCIDENTS:

1. Notify Central Control Staff by radio of having an incident that needs to be reported to the Detention Director or in Director's absence the Senior Officer. Instruct Central Control staff to contact Director or Senior Officer and relay information.
2. Central Control Staff will contact Director or Senior Officer in Director's Absence, and notify of incident.
3. Director or Senior Officer will meet with Security Guard staff and become informed of incident.
4. An incident report must be completed and turned in to the Detention Director or Senior officer in Director's absence. Incident Report provided by contract security service may be used however contract security guard staff may be asked to complete a J.P.D. incident report.
5. Contact Central Control staff and instruct them to notify Director of Detention or Senior Officer in Director's absence of having Incident Report ready to be picked up.
6. Central Control Staff will notify Director of Detention or Senior Officer in Director's absence of picking up incident report.
7. Director of Detention or Senior Officer in Director's absence will have incident report picked from Security Guard personnel.

Exhibit "C"

COUNTY OF EL PASO, TEXAS

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

Instructions for the certifications:

General Requirements

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

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

1. LOBBYING

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

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

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

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

1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

2. DRUG-FREE WORKPLACE

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

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

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

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

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

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

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

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

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

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

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

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

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

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

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 ec seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary

for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

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
LINDA GONZALEZ, INVENTORY TECHNICIAN

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 #07-135, Security Guard Services for Juvenile Probation Department

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 Anthony Cobos
Commissioner Luis C. Sariñana
Commissioner Veronica Escobar
Commissioner Miguel Teran
Commissioner Dan Haggerty

County Employees: Piti Vasquez, Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Linda Gonzalez, Inventory Bid Technician
Martha Matta, Director of Detention & Support Services
Art Provenghi, Legal Counsel
Oscar Reyes, Deputy Chief Juvenile Probation Officer
Alberto Alvarez, Chief Juvenile Probation Officer

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

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

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.

COUNTY OF EL PASO, TEXAS

Solicitation Check List

**Security Guard Services for Juvenile Probation Department
Bid #07-135**

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Wednesday, October 24, 2007. Did you visit our website (www.epcounty.com) for any addendums?

_____ Did you sign the Bidding Schedule?

_____ 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 105, 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.

_____ If your bid totals more than \$100,000, did you include a bid bond?

_____ Did you provide one original and two (2) copies of your response?
