



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

Notice to Interested Parties

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 500 E. San Antonio, Suite 500, El Paso, Texas 79901 before 2:00 p.m., **Wednesday, November 21, 2007** to be opened at the County Purchasing Office the same date for **RFP Elevator Service for Detention Facility, Jail Annex and New Sheriff's Headquarters**. **A pre-bid conference will be held on Tuesday, November 6, 2007 at 10:30 a.m.** in the Purchasing Conference Room located at 500 East San Antonio, Room 500, El Paso, Texas 79901.

Proposals must be in a sealed envelope and marked:

"Proposals to be opened November 21, 2007

**RFP Elevator Service for Detention Facility, Jail Annex and New Sheriff's Headquarters
RFP Number 07-145"**

Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Tuesday, November 13, 2007, at 12:00 p.m. Questions can be faxed to (915)-546-8180.

Award will be made based on a review of qualifications, scope of services and price. **COMMISSIONER'S COURT RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND WAIVE TECHNICALITIES.** Only proposals that conform to specifications will be considered. Successful Proposer shall not order items or services until a Purchasing Order is received from the County Purchasing Office. Payment will not be made on items delivered without an Agreement.

If the proposal totals more than \$100,000.00, 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 price, executed with a surety company authorized to do business in the State of Texas. The certified cashiers check must be included with the proposal at the time of the opening.

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

PITI VASQUEZ
County Purchasing Agent

PROPOSAL 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 and Contract Documents, and that 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 – RFP # 07-145
Vendor must meet or exceed specifications

\$	Elevator Equipment Service Sheriff's Office Headquarter
\$	Elevator Equipment Service Detention Facility
\$	Elevator Equipment Service Jail Annex
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) duplicate copies of your bid.	

Company

Address

Federal Tax Identification No.

City, State, Zip Code

Representative Name & Title

Telephone & Fax Number

Signature

Date

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

RFP Elevator Service for Detention Facility, Jail Annex and New Sheriff's Headquarters

RFP #07-145



**Opening Date
Wednesday, November 21, 2007**

The contractor shall submit a proposal to supply preventive, corrective and emergency maintenance services for the elevator equipment located at the El Paso County Sheriff's Office Headquarter, the El Paso County Detention Facility and the El Paso County Jail Annex.

Sheriff's Office Headquarters

Background

The El Paso County Sheriff's Office Headquarters is located at 3850 Justice Drive, El Paso, Texas 79936. The elevator equipment, manufactured by Dover Elevator Systems Company in 1996, Model 590 AE 3, consists of one (1) elevator unit. The unit has not been used during the past two to three years, and the last certificate of compliance was issued in August of 2004. During the time the unit was operating, the elevator equipment service was provided by the American Elevator Company.

Specifications

The contractor shall meet or exceed the following minimum requirement by means of inspection, lubrication, adjustment, cleaning, and if conditions or usage warrant, repair or replacement of the following parts:

1. Controllers, selectors and dispatching equipment, relays, solid-state-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps and position indicating equipment.
2. Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs and emergency car lighting.
3. Hoist- way door interlocks and hangers, bottom door guides and auxiliary door closing devices.
4. Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings and component parts.
5. Motors, motor generators, motor windings, rotating elements, commutators, brushes, brush holders and bearings.

6. Governors, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheaves assemblies and compensating sheave assemblies.
7. Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packing's, exposed piping, above ground plungers and cylinders and hydraulic fluid tanks.
8. If required and requested by the building maintenance section, provide assistance to other trades and/or the building maintenance section, at no additional charge, when work on non-elevator equipment that is located within the elevator cars, machine rooms or hoist-ways is required.

Examples:

- Elevator Car Intercom System
- Radio Antenna inside the hoist-way
- Elevator Car Closed Circuit TV Systems
- Elevator Car lights
- Electrical circuit breaker, disconnects, fuses etc. located inside the elevator equipment room.
- Main Elevator Power Circuit Breakers

The assistance shall be limited to manual control and safe operation of the elevator equipment only. The required support, provided without additional charge, shall be limited to **3 hours** per year. Additional hours may be invoiced at the submitted hourly rate. Proper documentation of the provided work shall be made available to the representative of the El Paso County Sheriff's Office.

Detention Facility

Background Information

The El Paso County Detention Facility is located at 601 East Overland Street, El Paso, Texas 79901. The elevator equipment, manufactured by Dover Elevator Company, consists of three (3) inmate elevator and two (2) visitor elevator units. Since the construction of the facility was completed in 1983, the elevators are operating and have always been serviced by an authorized service provider company. All inspections and required tests of the units are current. The inspection reports may be reviewed at the office of the maintenance section supervisor. All deficiencies noted during the last annual inspection have been corrected by an authorized service provider company.

Specifications

The contractor shall meet or exceed the following minimum requirement:

1. Regularly and systematically examine, adjust, lubricate and, whenever required by wear and tear of normal elevator usage, repair or replace defective parts and/or equipment.
2. Bi-weekly, provide a minimum of 12 hours of preventive maintenance services to the elevator equipment.
3. Periodically examine and test electrical and mechanical systems, governors, safeties and buffers on the equipment as outlined in the American National Standard Safety Code for Elevators and Escalators. Re-lamp all signals as required.
4. Maintain elevator call buttons, annunciator bells and direction indicators in working order. Include car operating panels, hall push buttons, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment.
5. Maintain electrical systems and parts that are required to operate the elevator equipment. (Limited to systems and parts that are located within the elevator machine rooms, hoist ways and elevator cars; required to operate the elevators.) Wiring, conduits, ducts, traveling cables, disconnect switches, hoist way outlets, motors, motor-generators, brushes and brush holders.
6. Maintain hoist-way and pit equipment, including landing and slowdown switches, limits, car and counterweight buffers, over-speed governors, governor tension sheave assemblies and car counterweight safeties.
7. Maintain rails and guides, including guide rails, guide shoes gibs and rollers.

8. Maintain door equipment, including automatic door operators, photoelectric or infrared sensors, hoist-way and car door hangers, hoist-way and car door contacts, door protective devices, hoist-way door interlocks, door gibs and auxiliary door closing devices.
9. Maintain fire alarm control equipment that is part of the elevator recall system in working order. (Limited to the parts, circuit boards and mechanisms that are located within the elevator machine rooms, hoist ways and elevator cars; triggered and/or operated by the elevator equipment.)
10. Maintain the vestibule door interlock switches that are part of the inmate elevator door control system in working order. (Limited to the parts, circuit boards and mechanisms that are located within the elevator machine rooms, hoist ways and elevator cars; triggered and/or operated by the elevator equipment.)
11. Maintain the elevator remote control units, located in the Central Security Office, in working order. Including switches, key-switches, pilot lights, numeric displays, labels and the following functions:
 - Fire alarm recall reset (Recalls that may be reset by the central operator, utilizing standard operating procedures, may be excluded)
 - Remote operation of the elevators and elevator doors
12. If required and requested by the building maintenance section, provide assistance to other trades and/or the building maintenance section, at no additional charge, when work on non-elevator equipment that is located within the elevator cars, machine rooms or hoist-ways is required.

Examples:

- Elevator Car Intercom System
- Radio Antenna inside the hoist-way
- Elevator Car Closed Circuit TV Systems
- Elevator Car lights
- Electrical circuit breaker, disconnects, fuses etc. located inside the elevator equipment room.
- Main Elevator Power Circuit Breakers

The assistance shall be limited to manual control and safe operation of the elevator equipment only. The required support, provided without additional charge, shall be limited to 10 hours per year. Additional hours may be invoiced at the submitted hourly rate. Proper documentation of the provided work shall be made available to the representative of the El Paso County Sheriff's Office.

Jail Annex

Background

The El Paso County Jail Annex is located at 12501 Montana Ave., El Paso, Texas 79936. The elevator equipment, manufactured by OTIS Elevator Company, consists of seven (7) visitor elevator units. Since the construction of the facility was completed in 1997, the elevators are operating and were always serviced by authorized service providers. All inspections and required tests of the units are current. The inspection reports may be reviewed at the office of the maintenance section supervisor. All deficiencies noted during the last annual inspection have been corrected by an authorized service provider company.

Specifications

The contractor shall meet or exceed the following minimum requirement by means of inspection, lubrication, adjustment, cleaning, and if conditions or usage warrant, repair or replacement of the following parts:

1. Controllers, selectors and dispatching equipment, relays, solid-state-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
2. Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
3. Hoist- way door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
4. Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings and component parts.
5. Motors, motor generators, motor windings, rotating elements, commutators, brushes, brush holders and bearings.
6. Governors, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheaves assemblies and compensating sheave assemblies.
7. Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packing's, exposed piping, above ground plungers and cylinders and hydraulic fluid tanks.

8. If required and requested by the building maintenance section, provide assistance to other trades and/or the building maintenance section, at no additional charge, when work on non-elevator equipment that is located within the elevator cars, machine rooms or hoist-ways is required.

Examples:

- Elevator Car Intercom System
- Radio Antenna inside the hoist-way
- Elevator Car Closed Circuit TV Systems
- Elevator Car lights
- Electrical circuit breaker, disconnects, fuses etc. located inside the elevator equipment room.
- Main Elevator Power Circuit Breakers

The assistance shall be limited to manual control and safe operation of the elevator equipment only. The required support, provided without additional charge, shall be limited to **10 hours** per year. Additional hours may be invoiced at the submitted hourly rate. Proper documentation of the provided work shall be made available to the representative of the El Paso County Sheriff's Office.

Common Requirements

(Sheriff's Headquarter, Detention Facility, Jail Annex)

1. All work conducted under the proposal shall conform to all applicable, building, mechanical, plumbing, fire and electrical codes and regulations.
2. Obtain all necessary permits and licenses.
3. Perform all tests required by Federal, State or Local Codes. Be present when the units are inspected by authorized and licensed inspectors.
4. Only licensed technicians, directly employed and supervised by the contractor, trained in the elevator trade, shall conduct the work.
5. The proposal shall include labor, equipment, tools, lubricants, cleaning compounds, cleaning equipment, material, supplies, and performance of operations necessary to maintain the elevator equipment in working order, operating without any faults or deficiencies. Travel expenses, freight charges for parts, and charges for required rental equipment shall be part of the proposal.

Parts Inventory

The contractor shall maintain a supply of frequently used replacement parts and lubricants to meet the specific requirements of the elevator units. Any part replaced under this contract shall be new or refurbished, meeting the elevator manufacturer's requirements and specifications.

Housekeeping

Clean elevator machine rooms, pit areas, hoist-way equipment including rails, interlocks, hoist-way door hangers and tracks, related devices, switches, buffers and car tops.

Tests

Include the following tests:

Provide annual no load test as required by the A.S.M.E. A-17.1 code.

Provide five (5) year full load test as required by the A.S.M.E. A-17.1 code.

Documentation

Two times per year, the contractor shall provide accurate documentation of the following:

- Maintenance Schedule
- Repair-Test & Call Back Log
- Inspections; bi-weekly, monthly, quarterly, annual and 5-year
- Record of assistance provide without additional charge

Safety Training

The contractor shall instruct contractor employees to use appropriate personal protection equipment and to follow safe work practices.

Environmental Protection

- The contractor employees shall comply with all federal and state environmental laws and regulations.
- Material Safety Data Sheet (MSDS) manuals must be readily available for review by County, State or Federal officials.
- In order to minimize risks to the environment, the general public, customers and contractor employees, the contractor shall make reasonable attempts to reduce the generation of waste materials.
- The contractor shall follow relevant EPA requirements for the disposal of waste materials generated as part of the elevator equipment service.

- The contractor shall maintain proper disposal records and shall submit copies of these records to the maintenance section supervisors.

Parts Subject to Vandalism

If vandalized, parts subject to vandalism may be excluded from the service agreement. Conditions caused by normal wear and tear may not be excluded, unless specifically listed in the submittals.

Work Schedule

Normal Hours

All maintenance procedures and repairs shall be performed during regular working hours of regular working days. (Monday through Friday, 8:00 Hrs – 16:30 Hrs) All lamp and signal replacements shall be performed during regular inspections.

Overtime

If overtime inspections, repairs or emergency minor adjustment callback services are required, the Sheriff's Office will pay the contractor at the rate submitted in the submittals.

No additional charges shall be required to free individuals trapped inside an elevator car after normal business hours, on weekends or holidays.

The work of the contractor may be interrupted by unforeseen emergencies within the Detention Facilities. Up to eight (4) men hours per year, per facility, shall be included in this proposal and shall not qualify for additional monetary compensation.

Qualifications

The Contractor shall:

1. Be licensed in the State of Texas to install, maintain and repair elevator equipment.
2. Be experienced in the service of elevator equipment for high rise buildings with more than 10 floors.
3. Comply with all current requirements of the Texas Department of Licensing and Regulations, Elevator, Escalators Department.
4. Provide emergency call back services after hours, at no additional charge, in the reported event of individuals trapped inside an elevator car.

5. Immediately, during or after business hours, dispatch service technicians to free individuals trapped inside an elevator car.
6. Guarantee that the average response time to emergency calls will not exceed one hour. (Excluding calls to free trapped individuals; immediate response required)
7. Execute all work in a neat and professional manner.
8. Use only manufacturer approved replacement parts to maintain the equipment.

Submittals

Note: With the bidding schedule, the below requested information shall be submitted by the contractor, in writing.

- Submit the hourly rates to be charged during and after business hours, Monday through Friday, Weekends and Holidays, for work not covered under the maintenance contract. Include the labor rate that applies to a repair team. (one mechanic and one helper) Provide all applicable labor rates that will be applied during the contract time period.
- Submit a list of all replacement parts not covered under the service contract. Include the prices of these parts that will be charged during the service contract time period. Include a list of parts that are subject to vandalism. Parts not listed are assumed covered under the service agreement and no extra monetary compensation will be required from the County of El Paso.
- Submit a list of performance of operations not covered under the service contract. Performance of operations, work, not listed are assumed covered under the service agreement and no extra monetary compensation will be required from the County of El Paso.

Compensation and Invoices

Unless otherwise agreed upon in writing by the parties, the County's maximum liability for all services performed during the term of this Agreement shall not exceed the amount awarded with the purchase order.

The Contractor shall be compensated at the rates provided and at the intervals set forth in the final award documents.

The compensation paid to Contractor under this Agreement includes all fees and expenses incurred while performing services under this agreement.

The County shall pay the Contractor within 30 days following receipt of each invoice.

The contractor shall invoice the service contract with one invoice every month, 12 invoices per year.

Independent Contractor

The Contractor is an independent contractor, and neither the Contractor nor Contractor's staff is, or shall be deemed, county employees.

Termination of Agreement

If at any time after commencement of the services required by this Agreement, the County shall, in its sole reasonable judgment, determine that such services are inadequate, unsatisfactory, no longer needed or substantially not conforming to the descriptions, warranties or representations contained in this Agreement, the County may terminate this Agreement upon 30 days written notice to Contractor.

Indemnification

The Contractor agrees to indemnify and hold the County, its officers, agents, and employees harmless against, any claims, demands, damages, costs, and expenses (including reasonable attorney's fees for defending the claims and demands) for injury or damage to the person or property of any other party arising out of any act or failure to act by the Contractor, its officers, agents, contractors, or employees, or the condition of any equipment owned by the Contractor.

General Provisions

(a) Sole agreement: This is the entire Agreement between the Contractor and the County. No contract or proposal submitted by the contractor shall supersede the requirements outlined in these specifications.

b) Severability: If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in full force and effect.

c) Applicable law: The laws of the State of Texas will govern this Agreement, and venue shall be El Paso County. The contractor shall agree that the exclusive venue for any disputes between the Contractor and the County of El Paso and/or the El Paso County Sheriff's Department shall be in the County of El Paso, State of Texas.

(d) Notices: All notices and other communications given in connection with this Agreement shall be in writing and shall be deemed given as follows:

To County: County Judge
El Paso County
500 E. San Antonio
El Paso, Texas 79905

With copy to: Leo Samaniego, Sheriff
El Paso County
800 E. Overland 3rd Floor
El Paso, Texas 79901

To Contractor: Company Name and Address of Contractor

Notices shall be deemed given when delivered personally to the recipient's address, or three days after being deposited in the United States mails, postage prepaid to the recipient's address.

(e) No partnership: This Agreement does not create a partnership relationship; the Contractor does not have authority to enter into contracts on behalf of the County.

(f) Assignment: The Contractor may not assign its rights or obligations under this Agreement without the County's prior written consent. The County may freely assign its rights and obligations under this Agreement.

g) Amendment. This agreement may not be amended or modified except by a writing executed by both parties hereto.

(h) The contract price shall be fixed and shall not require any adjustments.

Contract Period

- The contractor shall submit a proposal for a five -year service agreement.
- The contract agreement shall coincide with the El Paso County's fiscal budget year, October 1st through September 30th.

- The contractor may not alter the contract run-time, cancellation options or any other requirement outlined in these specifications.

Contingent Funding Availability Clause

* _____ acknowledges that the County of El Paso is a political subdivision of the State of Texas, and as such adopts its budget according to the laws of the State of Texas for a period of one year beginning on October 1st and terminating on September 30th of each year. In the event that the County does not intend to include sufficient funds in its next annual budget, in any fiscal year during the term of this Agreement, for the payment of its obligations hereunder, the County may terminate this Agreement without penalty or further payment, upon 30 days written notice to * _____ to be effective on September 30th of the then current fiscal year.

(* Blanks to be filled in by the bidder)

Bond Requirements

As outlined in the requirements supplied by the County of El Paso Purchasing Department

General Liability Insurance

The contractor shall provide and maintain General Liability Insurance coverage during the contract time period. A copy of the certificate of insurance policy must be submitted to the County of El Paso prior to the start of the service agreement. The County of El Paso must be notified in the event that the insurance policy is changed or canceled.

Limits:

Each Occurrence	\$ 2,000,000
Fire Damage	\$ 2,000,000
Personal & Advertising Injury	\$ 2,000,000
General Aggregate	\$ 2,000,000

Worker’s Compensation and Employers’ Liability

The contractor shall provide and maintain Worker’s Compensation and Employers’ Liability Insurance coverage during the contract time period. A copy of the certificate of insurance policy must be submitted to the County of El Paso prior to the start of the service agreement. The County of El Paso must be notified in the event that the insurance policy is changed or canceled.

Limits:

Each Accident \$ 1,000,000
Disease-Policy Limit \$ 1,000,000
Disease-Ea. Employee \$ 1,000,000

Automobile Liability Insurance

The contractor shall provide and maintain Automobile Liability Insurance for contractor owned or operated motor vehicles operating on property of the County of El Paso. A copy of the certificate of insurance policy must be submitted to the County of El Paso prior to the start of the service agreement. The County of El Paso must be notified in the event that the insurance policy is changed or canceled.

Limits:

Shall meet or exceed the requirements outlined by the State of Texas.

General Requirements

The contractor shall submit a list of employees, who will execute the work inside the Detention Facilities for a background investigation, with the following information to the El Paso County Sheriff's Department Identification and Records Section.

Name of employee: first, middle and last name

Employee's home address

Employee's date of birth

Employee's drivers license number

The Sheriff may deny access to security areas to any employee who failed the background investigation.

All tools brought into the Detention Facilities must be checked in and out. Therefore, employees of the contractor must supply a complete inventory list of their tools, power tools, and test equipment.

All persons and their belongings may be subjected to inspections and/or searches.

The contractor shall consider these potential delays when scheduling the work.

The Sheriff's Office will provide one parking space for one contractor vehicle. All other contractor vehicles, required to conduct the work inside the Detention Facilities, shall be parked off site at the contractor's expense.

The Detention Facilities are smoke free areas. Contractor employees shall not enter the facilities carrying tobacco products.

- End of Section -

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

(a)

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

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

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

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

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

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

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

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

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

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

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

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

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 BID TECHNICIAN

PROPOSAL 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 PROPOSAL, 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 PROPOSAL; THE WAIVER BY EL PASO COUNTY OF ANY REQUIREMENTS UNDER THE PROPOSAL DOCUMENTS OR THE CONTRACT DOCUMENTS; THE ACCEPTANCE OR REJECTION OF ANY PROPOSAL; AND THE AWARD OF THE CONTRACT.
2. Proposal must be in the Purchasing Department **BEFORE** the hour and date specified. Faxed proposals will not be accepted.
3. Late proposals properly identified will be returned to bidder unopened. Late proposals will not be considered under any circumstances.
4. All proposals are for new equipment or merchandise unless otherwise specified (merchandise only).
5. Quotes F.O.B. destination. If otherwise, show exact cost to deliver (merchandise only).
6. Proposal unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. RFP subject to unlimited price increases will not be considered.
7. Proposals must give full firm name and address of offeror. Failure to manually sign the proposal 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 for merchandise.
9. The County reserves the right to accept or reject all or any part of the proposal, waive minor technicalities and award the proposal to the lowest responsible proposer. The County of El Paso reserves the right to award by item or by total proposal. Prices should be itemized.
10. RFP \$100,000.00 and over, the proposer 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 (merchandise only).
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 RFP number and title clearly marked on the outside of the express mail or overnight delivery service envelope or package. Failure to clearly identify your proposal may be cause for disqualification.
16. PURSUANT TO TEXAS GOVERNMENT CODE SECTION 2253.021, A PRIME CONTRACTOR WHO IS AWARDED A PUBLIC WORKS CONSTRUCTION CONTRACT SHALL, PRIOR TO BEGINNING THE WORK, EXECUTE TO THE COUNTY:
 - 1) A PERFORMANCE BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$100,000; AND
 - 2) A PAYMENT BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$25,000.
17. PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 262.032(b), ANY SUCCESSFUL BIDDER WHO IS AWARDED ANY CONTRACT IN EXCESS OF \$50,000 MAY BE REQUIRED TO EXECUTE A PERFORMANCE BOND TO THE COUNTY. SAID BOND SHALL BE IN THE FULL AMOUNT OF THE CONTRACT AND MUST BE FURNISHED WITHIN 30 DAYS AFTER THE DATE A PURCHASE ORDER IS ISSUED OR THE CONTRACT IS SIGNED AND PRIOR TO COMMENCEMENT OF THE ACTUAL WORK. ANY PERFORMANCE BOND REQUIRED PURSUANT TO THIS SECTION SHALL BE NOTED IN THE ATTACHED DETAILED BID SPECIFICATIONS OR SCOPE OF WORK. THIS SECTION DOES NOT APPLY TO A PERFORMANCE BOND REQUIRED BY CHAPTER 2253, TEXAS GOVERNMENT CODE.
18. "Beginning January 1, 2006, in order to implement HB 914 (adding new Local Government Code Chapter 176), ALL VENDORS MUST SUBMIT A CONFLICT OF INTEREST QUESTIONNAIRE (Form CIQ) disclosing its affiliations and business relationships with the County's Officers (County Judge and Commissioners Court) as well as the County employees and contractors who make recommendations for the expenditure of County funds. The names of the County Officers and of the County employees and contractors making recommendations to the County Officers on this contract are listed in the Specifications.

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

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

NOTICE:

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

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

Health Insurance Benefits Provided By Bidder

Consideration of Health Insurance Benefits*

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

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: RFP #07-145, RFP Elevator Service for Detention Facility, Jail Annex and New Sheriff's Headquarters

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
Peter Gutierrez, Buyer II
Linda Gonzalez, Inventory Bid Technician
Lucy Balderama, Inventory Bid Technician
Jerry Avila, Detention Facility Maintenance
Ruben Villa, Jail Annex Maintenance
Horst Graefe, Electronic System Specialist

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

Check List

**RFP Elevator Service for Detention Facility, Jail Annex and New Sheriff's Headquarters
RFP #07-145**

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Wednesday, November 21, 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?
