



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

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### **Notice to Interested Parties**

Sealed bids will be received at the County Purchasing Department, 800 E. Overland, Suite 300, El Paso, Texas 79901 before 2:00 p.m., **Wednesday, August 12, 2009** to be opened at the County Purchasing Office the same date for **Furnish and Install Security Equipment for Five (5) of Justice of the Peace Locations.**

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

**“Bid to be opened **August 12, 2009****

**Furnish and Install Security Equipment for Five (5) of Justice of the Peace Locations  
Bid #09-070”**

**Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Tuesday, August 4, 2009, 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

|  |
|--|
| <p><b>Description – Bid #09-070</b><br/> <b>Furnish and Install Security Equipment for Five (5) of Justice of the Peace Locations</b><br/>                 Vendor must meet or exceed specifications</p> |
| <p><b>TOTAL COST</b></p>   |
| <p>\$</p>  |
| <p>Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. <b>Please submit one (1) original copy and two (2) copies of your bid.</b></p>  |

\_\_\_\_\_  
Company

\_\_\_\_\_  
Mailing Address

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

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

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

\_\_\_\_\_  
CIQ Filed Date

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

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax Number

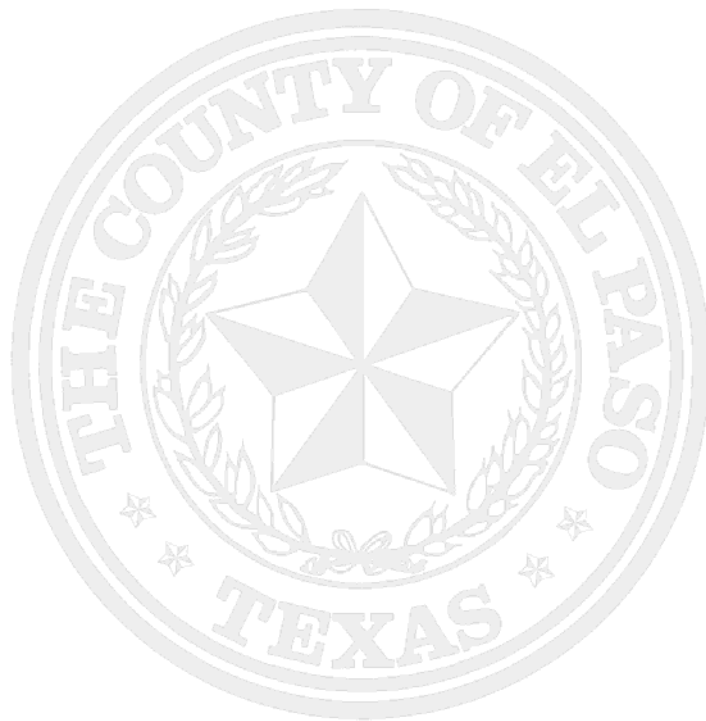
\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Signature

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

**Furnish and Install Security  
Equipment for Five (5) of Justice  
of the Peace Locations**

**Bid #09-070**



**Opening Date  
Wednesday, August 12, 2009**



**COUNTY OF EL PASO  
FACILITIES MANAGEMENT DEPARTMENT**

**BID SPECIFICATIONS  
NO. 09-070**

**I. PROJECT INFORMATION**

**A. LOCATION OF PROJECT**

1. JP Court #1- 424 Executive, Suite 100, El Paso, TX 79902
2. JP Court #2- 4641 Cohen, El Paso, TX 79924
3. JP Court #4- 1219 Barranca, El Paso, TX 79936
4. JP Court # 5- 9421 Socorro Road, El Paso, TX 79927
5. JP Court# 7- 431 Vinton Road, Space A, Vinton, TX 79835

**B. CONTRACT/PROJECT SUPERVISOR**

Facilities Management Department  
Saul Nañez, Facilities Manager  
Manuel Lucero, Assistant Facilities Manager

**C. COMMENCEMENT DATE**

The Contractor shall commence immediately upon award of the Bid all necessary processes and arrangements to perform the service(s) specified in this document.

**D. SCOPE**

It is the intent of these specifications to furnish and supply all necessary equipment, materials, and labor to install security monitoring equipment, walk-through metal detectors and metal detecting wands at five (5) separate Justice of the Peace locations, as specified in this Bid.

**E. WALK-THROUGH**

**Contractor may contact the Facilities Management Department at 546-2009 to scope the project Monday through Friday from 8:00 am to 2:00 pm, up to 48 hours prior to bid opening. NO WALK THROUGH WILL BE SCHEDULED WITHIN THE 48 HOURS PRIOR TO BID OPENING. Access will not be provided without an appointment. Under no circumstances may Contractor ask questions at this time; all questions must be submitted to the County Purchasing Department.**

**II. BID REQUIREMENTS**

**A. FORMAT, SEQUENCE, & FORMS**

Responses to this Bid shall be submitted in the following format:

1. Typed or neatly printed in black or blue ink.
2. Standard 8 ½ x 11 paper.
3. Submittals may not be permanently bound with glue or binding combs
4. Submittals may be bound together with removable staples, clips, prongs, etc, or submitted in a 3-ring binder or report cover.
5. Submittals shall be indexed with in sequential order as indicated in the Bid Form (Attachment A).

6. If a Bid Form is required in Attachment A, the Vendor must return all forms completed and include all required and optional documentation under the appropriate TAB identifier.

### III. SPECIFICATIONS

**A. SECURITY MONITORING EQUIPMENT:** The security equipment requirements may vary from location to location, but should be of similar brand, make, model, etc. to keep uniformity. All equipment submitted and installed by the Contractor shall meet or exceed the minimum requirements listed below:

#### 1. DIGITAL VIDEO RECORDER

The digital video recorder (DVR) shall be a PC based, internet ready unit with a minimum of 8 channels of video and audio inputs. The DVR unit shall be equipped with a DVD burner with a minimum hard drive of 500 gigabytes. The DVR shall have a display and recording rate of 30 frames per second on each camera channel, with a total of 240 fps (frames per second) system capacity at CIF (Common Intermediate Format) resolution. The DVR shall have the capability to control PTZ cameras via RS232 built in port on the unit, and record continuously, or with motion detection. The DVR shall be remotely viewable by up to 8 users via internet, utilizing Internet Explorer, and shall have necessary software for complete remote control over the internet. The DVR shall be either a Windows or Linux based unit. **Please note that the Contractor is not responsible for installing any equipment, cables, or materials required for the internet connection itself; only assuring that the equipment is *capable* of transmitting over the internet, should the County decide to add this feature at a later date.**

#### 2. SECURITY CAMERA

Camera shall be day/night .002 Lux color camera with a minimum of 580 lines of resolution, 3mm-8mm auto iris, and a vari-focal lens. The camera shall be a dual voltage unit that accepts either 12vdc, or 24vdc. It shall also be equipped with digital noise reduction, and an on-screen display for camera configuration. All cameras mounted outdoors shall be protected with a suitable outdoor housing to protect them from the elements.

#### 3. PRIMARY MONITOR

The primary monitor shall be located shall be located with the digital video recorder unit. At minimum it shall be a 19" LCD flat panel monitor with a minimum resolution of 1280 X 1024 SXGA, with VESA mounting capability.

#### 4. SECONDARY MONITOR

The secondary monitor shall be a 19" LCD flat panel unit, with a minimum resolution of 1440 X 900, and have RCA inputs to accept the DVR/camera outputs. This monitor shall also have the VESA mounting option.

**5. ALTERNATE #1 - AUDIO RECORDING CAPABILITY**

Contractor shall include equipment or devices that will allow audio to be recorded on or in conjunction with the Security Video recording capabilities. This option will be considered and awarded (or not awarded) at the sole discretion of the County.

**6. WALK-THROUGH METAL DETECTOR**

The walk-through metal detector shall be a Garrett Model # 167410, with a factory installed #1169000 magna dolly optional accessory to facilitate moving the unit, or equivalent product.

**7. HANDHELD METAL DETECTOR WAND**

The hand held metal detector shall be a Garrett Super Scanner, model #1165180, with rechargeable battery kit #1610200, or equivalent.

**8. ALTERNATE #2 – EQUIVALENT EQUIPMENT (OPTIONAL)**

The Contractor may, at its option, recommend alternative equipment that meets or exceeds the minimum requirements stated herein. The alternative equipment must be of an established brand, new, and meets or exceeds all warranty or maintenance requirements. The vendor shall supply all product specifications, description, and/or information to enable the County to make an informed decision.

**9. TRAINING**

Bid must include a minimum of three hours training, per location, to include basic system operation, advanced system operation, and recording/preservation procedures.

**10. WARRANTY**

**All products shall be covered under warranty for a minimum of one year for all parts, equipment, maintenance, and labor and the Vendor shall be the point of contact for ALL warranty issues and provide collaboration to resolve any warranty issues.**

**All original manufacturer warranties for each product at each location shall be provided to the FACILITIES MANAGEMENT DEPARTMENT within 24 hours of installation. Each original manufacturer warranty shall be imprinted with the vendor's name, address, phone number, and the corresponding location where the product was installed, the product's serial number, the effective date of the warranty, and invoice number.**

**11. PRODUCT MANUALS**

**All original product manuals for each product, for each location, shall be provided to the FACILITIES MANAGEMENT DEPARTMENT within 24 hours of installation. The manuals shall be imprinted with the vendor's name, address, phone number, and the corresponding location where the product was installed and the product's serial number, the effective date of the warranty, and invoice number.**

**B. EQUIPMENT INSTALLATION LOCATIONS**

The County has determined that the equipment listed below adequately reflects the individual needs of the location to sufficiently provide security monitoring coverage, and the Vendor's bid shall meet or exceed minimum specifications described herein.

Please note that the equipment needs and installation requirements may vary depending on the layout of the location, however, it is the County's preference to have uniformity in the brand, model, and specifications of the equipment at all locations, unless there is a bonafide reason for a variance.

**1. Justice of the Peace #1  
424 Executive Center Drive, Suite 100  
El Paso, Texas 79902**

| <u>QTY</u> | <u>Equipment</u>            | <u>AREA</u>                       |
|------------|-----------------------------|-----------------------------------|
| 1 Ea.      | Camera #1                   | Lobby (Facing Exterior Doors)     |
| 1 Ea.      | Camera #2                   | Courtroom (Behind Judge's Bench)  |
| 1 Ea.      | Camera #3                   | Behind Reception Desk Facing Out) |
| 1 Ea.      | DVR                         | Constable's Office                |
| 1 Ea.      | Primary Monitor             | Constable's Office                |
| 1 Ea.      | Secondary Monitor           | Reception Desk                    |
| 1 Ea.      | Walk-Through Metal Detector | Reception Area                    |
| 1 Ea.      | Handheld Metal Detector     | N/A                               |
| 1 Ea.      | Electrical Wiring           | As Required/Necessary             |

**2. Justice of the Peace #2 (Northeast Annex)  
4641 Cohen Avenue, Suite A  
El Paso, Texas 79924**

| <u>QTY</u> | <u>Equipment</u>            | <u>AREA</u>      |
|------------|-----------------------------|------------------|
| 1 Ea.      | Walk-Through Metal Detector | Reception Area   |
| 1 Ea.      | Handheld Metal Detector     | To Be Determined |

**3. Justice of the Peace #4  
1219 Barranca, Suite B  
El Paso, Texas 79936**

| <u>QTY</u> | <u>Equipment</u>            | <u>AREA</u>                  |
|------------|-----------------------------|------------------------------|
| 1 Ea.      | Camera #1                   | Business Manager's Office    |
| 1 Ea.      | Camera #2                   | Courtroom - SE Corner        |
| 1 Ea.      | Camera #3                   | NW Corner of Bldg, Facing SE |
| 1 Ea.      | DVR                         | Business Manager's Office    |
| 1 Ea.      | Primary Monitor             | Business Manager's Office    |
| 1 Ea.      | Secondary Monitor           | Constable's Workstation      |
| 1 Ea.      | Walk-Through Metal Detector | Courtroom Entrance Hallway   |
| 1 Ea.      | Handheld Metal Detector     | N/A                          |
| 1 Ea.      | Electrical Wiring           | As Required/Necessary        |

**4. Justice of the Peace #5 (Ysleta Annex)  
9521 Socorro Road, Suite B-2  
El Paso, Texas 79927**

| <u>QTY</u> | <u>Equipment</u>            | <u>AREA</u>                             |
|------------|-----------------------------|---|
| 1 Ea.      | Camera #1                   | Waiting Area - NW Corner                |
| 1 Ea.      | Camera #2                   | Rear Exit Door, Exterior                |
| 1 Ea.      | Camera #3                   | Above Judge's Chamber (Towards Hallway) |
| 1 Ea.      | Camera #4                   | Clerk's Area (NE Corner)                |
| 1 Ea.      | Primary Monitor             | Business Manager's Office               |
| 1 Ea.      | Secondary Monitor           | Constable's Office                      |
| 1 Ea.      | DVR                         | Business Manager's Office               |
| 1 Ea.      | Walk-Through Metal Detector | Courtroom Entrance                      |
| 1 Ea.      | Handheld Metal Detector     | N/A                                     |
| 1 Ea.      | Electrical Wiring           | Already Pre-Wired For Cameras           |

**5. Justice of the Peace #7  
431 Vinton Road, Suite A  
Vinton, Texas 79835**

| <u>QTY</u> | <u>Equipment</u>            | <u>AREA</u>                         |
|------------|-----------------------------|-------------------------------------|
| 1 Ea.      | Camera #1                   | Courtroom - NW Corner               |
| 1 Ea.      | Camera #2                   | SW Building Exterior, Aimed At Door |
| 1 Ea.      | Camera #3                   | Mounted On Utility Pole (Outdoors)  |
| 1 Ea.      | Camera #4                   | Above Front Door (Inside)           |
| 1 Ea.      | DVR                         | Constable's Office                  |
| 1 Ea.      | Primary Monitor             | Constable's Office                  |
| 1 Ea.      | Secondary Monitor           | Court Administrator's Office        |
| 1 Ea.      | Walk-Through Metal Detector | Courtroom Entrance                  |
| 1 Ea.      | Handheld Metal Detector     | N/A                                 |
| 1 Ea.      | Electrical Wiring           | As Required/Necessary               |

**IV. RESPONSIBILITIES / REQUIREMENTS**

**A. CONTRACTOR'S RESPONSIBILITIES**

1. Project management and site supervision.
2. Assuring that all persons working directly or indirectly on the project are appropriately licensed, certified, and/or qualified in their trade/field. The County reserves the right to ask for proof of licensing, certification, or qualifications as appropriate to the business or individual worker.
3. All employees working on this project must have a clear criminal background with no conviction of a felony, or Class A or B misdemeanor. The County may, at its discretion and expense, perform a criminal background check on any employee working on this project. If the County exercises this discretion, the Contractor shall provide the County with the employee's vital information in order to run the criminal background check, which may include the employee's legal name, current/previous address(es), date of birth, and/or social security number. This information will be kept confidential and the records will be destroyed upon completion of the project.



4. Assuring that all work is completed in compliance with any and all applicable local, state, or federal laws, codes, ordinances, etc.
5. Obtaining any and all permits required by the City of El Paso, and/or any other governing agency, necessary to fulfill the obligations of the work and specifications required herein.
6. Ordering all equipment parts, materials, supplies, etc. associated directly or indirectly with the complete installation of the equipment described in this Bid.
7. Installing NEW equipment, parts, and/or materials. Refurbished, generic, or used equipment, parts, or materials is not acceptable under any circumstance.
8. Inspecting the condition of the equipment upon delivery and prior to installation to assure that the equipment has no obvious sign of defect.
9. The complete installation of the new equipment, including all parts, material, labor etc. necessary to install, connect, and operate the new equipment in accordance with the manufacturer's specifications, and the individual configuration of the location where the equipment will be installed.
10. Assuring that all equipment is working properly after installation through testing and troubleshooting.
11. Properly disposing of all boxes, cartons, pallets, packing materials, and any other trash OFF SITE in accordance with all local, state, and federal environmental laws.

**B. GENERAL REQUIREMENTS**

1. The Contractor is responsible for supplying their staff with appropriate equipment, tools, and safety products in order to perform the work as required. The County will not loan the Contractor ladders, hand tools, power tools, extension cords, hard hats, hand-trucks, etc.
2. The Contractor should take in to consideration any work that needs to be completed after normal business hours or on weekends and include this pricing in to the Bid. In general, the County will not approve or authorize any overtime, except under extraordinary or unforeseeable circumstances.
3. All work to be scheduled after normal business hours or on weekends must be approved by the Facilities Management Department staff at least three days prior to scheduling the work.
4. The County will not provide free parking for Contractor vehicles or worker's personal vehicles, as applicable primarily to County buildings located in Downtown El Paso. The Contractor is solely responsible for all parking fees, and any tickets, parking violations, etc. incurred by the Contractor, employees, or its subcontractors.

5. While the Facilities Management Department is the facilitator of this Bid, there may be other departments involved where coordination will be needed to assure the least amount of disruption during the project. The Facilities Management Department will coordinate the project whenever possible, and will work diligently to resolve any conflicts expeditiously. The contractor must notify the Facilities Management Department immediately of any issues or problems.
6. The Contractor and their staff shall conduct themselves in a professional and courteous manner at all times.
7. The Contractor shall make a reasonable effort to keep noise and distraction to a minimum.
8. All workspaces shall be kept safe, clean, and orderly.
9. Contractor must follow the El Paso County Contractor Safety Requirements at all times.
10. The Contractor must comply with all local, state, and federal laws, as well as any applicable County policies regarding the environmental disposal, storage, and/or issues. If applicable, the Facilities Management Department will supply the vendor with a copy of the County policy.

#### **C. COUNTY'S RESPONSIBILITIES**

#### **D. CONTRACTOR'S UNDERSTANDING OF PROJECT AND SCOPE**

Each Contractor shall be held to have examined all areas and premises under consideration and confirmed full understanding of these specifications and the County's needs and satisfied him/herself that he/she is cognizant of all factors relating to requirements contained in these specifications as no extra charges or compensation will be allowed after Bids are opened.

#### **E. SUB-CONTRACTING**

Contractor must declare their intention to use a sub-contractor to perform any one or multiple parts of this bid, and identify all sub-contractors in relation to the work they will perform as part of this bid. Sub-contractors must meet all of the specifications, requirements, and qualifications of this Bid.

The Contractor shall guarantee all work performed by its sub-contractors. The Contractor may not use sub-contractors other than those specifically declared and identified in this bid, unless the Contractor first receives approval from the County of El Paso. Sub-contracting will not be permitted after the bid opening if the Contractor does not declare their intent to use a sub-contractor in this bid. If the Contractor uses a sub-contractor, the Contractor will be required to secure and submit a Lien Waiver from their sub-contract prior to final payment.

#### **V. INSURANCE**

**VI. CLOSEOUT DOCUMENTATION**

Prior to final payment, Contractor **MUST** furnish to the **FACILITIES MANAGEMENT DEPARTMENT** all documentation as applicable to the scope of this project, including but not limited to:

**A. ALL WARRANTIES**

All products shall be covered under warranty for a minimum of one year for all parts, equipment, maintenance, and labor and the Vendor shall be the point of contact for ALL warranty issues and provide collaboration to resolve any warranty issues.

All original manufacturer warranties for each product at each location shall be provided to the **FACILITIES MANAGEMENT DEPARTMENT** within 24 hours of installation. Each original manufacturer warranty shall be imprinted with the vendor's name, address, phone number, and the corresponding location where the product was installed, the product's serial number, the effective date of the warranty, and invoice number.

**B. OPERATING, MAINTENANCE, USER MANUALS**

All original product manuals for each product, for each location, shall be provided to the **FACILITIES MANAGEMENT DEPARTMENT** within 24 hours of installation. The manuals shall be imprinted with the vendor's name, address, phone number, and the corresponding location where the product was installed and the product's serial number, the effective date of the warranty, and invoice number.

**C. PRINTS, DRAWINGS, DIAGRAMS, ETC.**

**D. PRODUCT / EQUIPMENT DOCUMENTATION**

**E. TEST / INSPECTION REPORTS**

**F. COMPLIANCE DOCUMENTATION**

**G. SPECIAL INSTRUCTIONS AND ANY OTHER DOCUMENTATION RELEVANT TO THE PRODUCT, EQUIPMENT, OR SERVICE.**

# **ATTACHMENT A**

## **BID FORM INSTRUCTIONS**

All documents in the following Bid Form must be submitted in the Tab Order specified. Corresponding information, reports, documents, etc. must be submitted behind the first page of each corresponding Bid Form Tab Number in sequential order and as appropriate to the subject matter.

If a question does not apply, enter “N/A”, do not leave blank. If an entire section of questions do not apply, you may draw a heavy lined “X” through the section.

You may use additional sheets of paper to answer questions or provide additional information not specifically asked; however, you must write “See Attachment #\_\_\_” in the corresponding question’s answer line.

Failure to follow the Bid Form tab format and sequence requirements may result in disqualification.

|              |  |
|--------------|--|
| <b>TAB 1</b> | <b>COUNTY PURCHASING DOCUMENTS &amp; FORMS</b> |
| <b>TAB 2</b> | <b>PRICING</b>                                 |
| <b>TAB 3</b> | <b>LEGAL IDENTIFICATION AND QUALIFICATIONS</b> |
| <b>TAB 4</b> | <b>EQUIPMENT OR SERVICE DESCRIPTION</b>        |
| <b>TAB 5</b> | <b>REFERENCES</b>                              |
| <b>TAB 6</b> | <b>SUB-CONTRACTOR DECLARATION</b>              |
| <b>TAB 7</b> | <b>INSURANCE / BOND REQUIREMENTS</b>           |

## **BID FORM TAB #1**

**Submit all Bid package documentation required by County Purchasing in this section.**

1. Bid Schedule - Submit as 1<sup>st</sup> Page of Bid.
2. Notice to Interested Parties.
3. Bid Bond – Required if Bid exceeds \$100,000. (A cashier's check in the amount of 5% Of the total contract price, executed with a surety company authorized to business in the State of Texas is required to be included with Bidl at the time of opening.)
4. Certifications regarding lobbying, debarment, suspension, and other responsibility matters; drug-free workplace requirements; federal debt status, and nondiscrimination status and implementing regulations.
5. Bid Conditions.
6. Health Insurance Benefits.
7. A performance bond, in the full amount of the contract, if the contract is in excess of \$100,000.
8. Conflict of Interest Questionnaire (Form CIQ). Must be filed with the County Clerk no later than the 7<sup>th</sup> business day after submitting the response to this Bid.

**BID FORM  
TAB #2A PRICING**

|      |                                   |              |                |              |
|------|-----------------------------------|--------------|----------------|--------------|
| 2.01 | <b>Justice of the Peace #1</b>    | <b>BRAND</b> | <b>MODEL #</b> | <b>PRICE</b> |
| 2.02 | 1 Ea. Camera #1                   | _____        | _____          | \$ _____     |
| 2.03 | 1 Ea. Camera #2                   | _____        | _____          | \$ _____     |
| 2.04 | 1 Ea. Camera #3                   | _____        | _____          | \$ _____     |
| 2.05 | 1 Ea. DVR                         | _____        | _____          | \$ _____     |
| 2.06 | 1 Ea. Primary Monitor             | _____        | _____          | \$ _____     |
| 2.07 | 1 Ea. Secondary Monitor           | _____        | _____          | \$ _____     |
| 2.08 | 1 Ea. Walk-Through Metal Detector | _____        | _____          | \$ _____     |
| 2.09 | 1 Ea. Handheld Metal Detector     | _____        | _____          | \$ _____     |
| 2.10 | <b>Justice of the Peace #2</b>    | <b>BRAND</b> | <b>MODEL #</b> | <b>PRICE</b> |
| 2.11 | 1 Ea. Walk-Through Metal Detector | _____        | _____          | \$ _____     |
| 2.12 | 1 Ea. Handheld Metal Detector     | _____        | _____          | \$ _____     |
| 2.13 | <b>Justice of the Peace #4</b>    | <b>BRAND</b> | <b>MODEL #</b> | <b>PRICE</b> |
| 2.14 | 1 Ea. Camera #1                   | _____        | _____          | \$ _____     |
| 2.15 | 1 Ea. Camera #2                   | _____        | _____          | \$ _____     |
| 2.16 | 1 Ea. Camera #3                   | _____        | _____          | \$ _____     |
| 2.17 | 1 Ea. DVR                         | _____        | _____          | \$ _____     |
| 2.18 | 1 Ea. Primary Monitor             | _____        | _____          | \$ _____     |
| 2.19 | 1 Ea. Secondary Monitor           | _____        | _____          | \$ _____     |
| 2.20 | 1 Ea. Walk-Through Metal Detector | _____        | _____          | \$ _____     |
| 2.21 | 1 Ea. Handheld Metal Detector     | _____        | _____          | \$ _____     |
| 2.22 | <b>Justice of the Peace #5</b>    | <b>BRAND</b> | <b>MODEL #</b> | <b>PRICE</b> |
| 2.23 | 1 Ea. Camera #1                   | _____        | _____          | \$ _____     |
| 2.24 | 1 Ea. Camera #2                   | _____        | _____          | \$ _____     |
| 2.25 | 1 Ea. Camera #3                   | _____        | _____          | \$ _____     |
| 2.26 | 1 Ea. Camera #4                   | _____        | _____          | \$ _____     |
| 2.27 | 1 Ea. Primary Monitor             | _____        | _____          | \$ _____     |
| 2.28 | 1 Ea. Secondary Monitor           | _____        | _____          | \$ _____     |
| 2.29 | 1 Ea. DVR                         | _____        | _____          | \$ _____     |
| 2.30 | 1 Ea. Walk-Through Metal Detector | _____        | _____          | \$ _____     |
| 2.31 | 1 Ea. Handheld Metal Detector     | _____        | _____          | \$ _____     |
| 2.32 | <b>Justice of the Peace #7</b>    | <b>BRAND</b> | <b>MODEL #</b> | <b>PRICE</b> |
| 2.33 | 1 Ea. Camera #1                   | _____        | _____          | \$ _____     |
| 2.34 | 1 Ea. Camera #2                   | _____        | _____          | \$ _____     |
| 2.35 | 1 Ea. Camera #3                   | _____        | _____          | \$ _____     |
| 2.36 | 1 Ea. Camera #4                   | _____        | _____          | \$ _____     |
| 2.37 | 1 Ea. DVR                         | _____        | _____          | \$ _____     |
| 2.38 | 1 Ea. Primary Monitor             | _____        | _____          | \$ _____     |
| 2.39 | 1 Ea. Secondary Monitor           | _____        | _____          | \$ _____     |
| 2.40 | 1 Ea. Walk-Through Metal Detector | _____        | _____          | \$ _____     |
| 2.41 | 1 Ea. Handheld Metal Detector     | _____        | _____          | \$ _____     |

## BID FORM TAB #2B PRICING

### AUDIO EQUIPMENT OPTIONAL EQUIPMENT 1A5

Please use this form to submit pricing for optional audio equipment. If this option will require a change in the camera, monitor, or DVR equipment, please indicate the changes accordingly.

|             |                                |              |                |                 |
|-------------|--------------------------------|--------------|----------------|-----------------|
| 2.01        | <b>Justice of the Peace #1</b> | <b>BRAND</b> | <b>MODEL #</b> | <b>PRICE</b>    |
|             | 1                              |              |                |                 |
| 2.02        | Ea. Camera #1                  | _____        | _____          | \$ _____        |
|             | 1                              |              |                |                 |
| 2.03        | Ea. Camera #2                  | _____        | _____          | \$ _____        |
|             | 1                              |              |                |                 |
| 2.04        | Ea. Camera #3                  | _____        | _____          | \$ _____        |
|             | 1                              |              |                |                 |
| 2.05        | Ea. DVR                        | _____        | _____          | \$ _____        |
|             | 1                              |              |                |                 |
| 2.06        | Ea. Primary Monitor            | _____        | _____          | \$ _____        |
|             | 1                              |              |                |                 |
| 2.07        | Ea. Secondary Monitor          | _____        | _____          | \$ _____        |
|             | 1                              |              |                |                 |
| <b>2.08</b> | <b>Ea. Audio Equipment</b>     | _____        | _____          | <b>\$ _____</b> |
|             |                                |              |                |                 |
| 2.10        | <b>Justice of the Peace #2</b> | <b>BRAND</b> | <b>MODEL #</b> | <b>PRICE</b>    |
|             | 1                              |              |                |                 |
| 2.11        | Ea. Audio Equipment            | _____        | _____          | \$ _____        |
|             |                                |              |                |                 |
| 2.13        | <b>Justice of the Peace #4</b> | <b>BRAND</b> | <b>MODEL #</b> | <b>PRICE</b>    |
|             | 1                              |              |                |                 |
| 2.14        | Ea. Camera #1                  | _____        | _____          | \$ _____        |
|             | 1                              |              |                |                 |
| 2.15        | Ea. Camera #2                  | _____        | _____          | \$ _____        |
|             | 1                              |              |                |                 |
| 2.16        | Ea. Camera #3                  | _____        | _____          | \$ _____        |
|             | 1                              |              |                |                 |
| 2.17        | Ea. DVR                        | _____        | _____          | \$ _____        |
|             | 1                              |              |                |                 |
| 2.18        | Ea. Primary Monitor            | _____        | _____          | \$ _____        |
|             | 1                              |              |                |                 |
| 2.19        | Ea. Secondary Monitor          | _____        | _____          | \$ _____        |
|             | 1                              |              |                |                 |
| <b>2.20</b> | <b>Ea. Audio Equipment</b>     | _____        | _____          | <b>\$ _____</b> |
|             |                                |              |                |                 |
| 2.21        |                                |              |                |                 |
| 2.22        | <b>Justice of the Peace #5</b> | <b>BRAND</b> | <b>MODEL #</b> | <b>PRICE</b>    |
|             | 1                              |              |                |                 |
| 2.23        | Ea. Camera #1                  | _____        | _____          | \$ _____        |
|             | 1                              |              |                |                 |
| 2.24        | Ea. Camera #2                  | _____        | _____          | \$ _____        |
|             | 1                              |              |                |                 |
| 2.25        | Ea. Camera #3                  | _____        | _____          | \$ _____        |

|             |                                |                        |              |                |                 |
|-------------|--------------------------------|------------------------|--------------|----------------|-----------------|
|             | Ea.                            |                        |              |                |                 |
|             | 1                              |                        |              |                |                 |
| 2.26        | Ea.                            | Camera #4              | _____        | _____          | \$ _____        |
|             | 1                              |                        |              |                |                 |
| 2.27        | Ea.                            | Primary Monitor        | _____        | _____          | \$ _____        |
|             | 1                              |                        |              |                |                 |
| 2.28        | Ea.                            | Secondary Monitor      | _____        | _____          | \$ _____        |
|             | 1                              |                        |              |                |                 |
| 2.29        | Ea.                            | DVR                    | _____        | _____          | \$ _____        |
|             | 1                              |                        |              |                |                 |
| <b>2.30</b> | <b>Ea.</b>                     | <b>Audio Equipment</b> | _____        | _____          | <b>\$ _____</b> |
|             | 1                              |                        |              |                |                 |
| 2.31        | Ea.                            |                        |              |                |                 |
| 2.32        | <b>Justice of the Peace #7</b> |                        | <b>BRAND</b> | <b>MODEL #</b> | <b>PRICE</b>    |
|             | 1                              |                        |              |                |                 |
| 2.33        | Ea.                            | Camera #1              | _____        | _____          | \$ _____        |
|             | 1                              |                        |              |                |                 |
| 2.34        | Ea.                            | Camera #2              | _____        | _____          | \$ _____        |
|             | 1                              |                        |              |                |                 |
| 2.35        | Ea.                            | Camera #3              | _____        | _____          | \$ _____        |
|             | 1                              |                        |              |                |                 |
| 2.36        | Ea.                            | Camera #4              | _____        | _____          | \$ _____        |
|             | 1                              |                        |              |                |                 |
| 2.37        | Ea.                            | DVR                    | _____        | _____          | \$ _____        |
|             | 1                              |                        |              |                |                 |
| 2.38        | Ea.                            | Primary Monitor        | _____        | _____          | \$ _____        |
|             | 1                              |                        |              |                |                 |
| 2.39        | Ea.                            | Secondary Monitor      | _____        | _____          | \$ _____        |
|             | 1                              |                        |              |                |                 |
| <b>2.40</b> | <b>Ea.</b>                     | <b>Audio Equipment</b> | _____        | _____          | <b>\$ _____</b> |



## BID FORM TAB #2C PRICING

### ALTERNATIVE EQUIPMENT (VENDOR OPTION) ¶A8

The vendor may, but is NOT required to, submit alternative equipment that meets or exceeds the Bid requirements. The vendor may not use this pricing sheet to enter a different price for the same equipment listed on either Tab 2 A or B.

|      |                                   |              |                |              |
|------|-----------------------------------|--------------|----------------|--------------|
| 2.01 | <b>Justice of the Peace #1</b>    | <b>BRAND</b> | <b>MODEL #</b> | <b>PRICE</b> |
| 2.02 | 1 Ea. Camera #1                   | _____        | _____          | \$ _____     |
| 2.03 | 1 Ea. Camera #2                   | _____        | _____          | \$ _____     |
| 2.04 | 1 Ea. Camera #3                   | _____        | _____          | \$ _____     |
| 2.05 | 1 Ea. DVR                         | _____        | _____          | \$ _____     |
| 2.06 | 1 Ea. Primary Monitor             | _____        | _____          | \$ _____     |
| 2.07 | 1 Ea. Secondary Monitor           | _____        | _____          | \$ _____     |
| 2.08 | 1 Ea. Walk-Through Metal Detector | _____        | _____          | \$ _____     |
| 2.09 | 1 Ea. Handheld Metal Detector     | _____        | _____          | \$ _____     |
| 2.10 | <b>Justice of the Peace #2</b>    | <b>BRAND</b> | <b>MODEL #</b> | <b>PRICE</b> |
| 2.11 | 1 Ea. Walk-Through Metal Detector | _____        | _____          | \$ _____     |
| 2.12 | 1 Ea. Handheld Metal Detector     | _____        | _____          | \$ _____     |
| 2.13 | <b>Justice of the Peace #4</b>    | <b>BRAND</b> | <b>MODEL #</b> | <b>PRICE</b> |
| 2.14 | 1 Ea. Camera #1                   | _____        | _____          | \$ _____     |
| 2.15 | 1 Ea. Camera #2                   | _____        | _____          | \$ _____     |
| 2.16 | 1 Ea. Camera #3                   | _____        | _____          | \$ _____     |
| 2.17 | 1 Ea. DVR                         | _____        | _____          | \$ _____     |
| 2.18 | 1 Ea. Primary Monitor             | _____        | _____          | \$ _____     |
| 2.19 | 1 Ea. Secondary Monitor           | _____        | _____          | \$ _____     |
| 2.20 | 1 Ea. Walk-Through Metal Detector | _____        | _____          | \$ _____     |
| 2.21 | 1 Ea. Handheld Metal Detector     | _____        | _____          | \$ _____     |
| 2.22 | <b>Justice of the Peace #5</b>    | <b>BRAND</b> | <b>MODEL #</b> | <b>PRICE</b> |
| 2.23 | 1 Ea. Camera #1                   | _____        | _____          | \$ _____     |
| 2.24 | 1 Ea. Camera #2                   | _____        | _____          | \$ _____     |
| 2.25 | 1 Ea. Camera #3                   | _____        | _____          | \$ _____     |
| 2.26 | 1 Ea. Camera #4                   | _____        | _____          | \$ _____     |
| 2.27 | 1 Ea. Primary Monitor             | _____        | _____          | \$ _____     |
| 2.28 | 1 Ea. Secondary Monitor           | _____        | _____          | \$ _____     |
| 2.29 | 1 Ea. DVR                         | _____        | _____          | \$ _____     |
| 2.30 | 1 Ea. Walk-Through Metal Detector | _____        | _____          | \$ _____     |
| 2.31 | 1 Ea. Handheld Metal Detector     | _____        | _____          | \$ _____     |
| 2.32 | <b>Justice of the Peace #7</b>    | <b>BRAND</b> | <b>MODEL #</b> | <b>PRICE</b> |
| 2.33 | 1 Ea. Camera #1                   | _____        | _____          | \$ _____     |
| 2.34 | 1 Ea. Camera #2                   | _____        | _____          | \$ _____     |
| 2.35 | 1 Ea. Camera #3                   | _____        | _____          | \$ _____     |
| 2.36 | 1 Ea. Camera #4                   | _____        | _____          | \$ _____     |
| 2.37 | 1 Ea. DVR                         | _____        | _____          | \$ _____     |
| 2.38 | 1 Ea. Primary Monitor             | _____        | _____          | \$ _____     |
| 2.39 | 1 Ea. Secondary Monitor           | _____        | _____          | \$ _____     |
| 2.40 | 1 Ea. Walk-Through Metal Detector | _____        | _____          | \$ _____     |
| 2.41 | 1 Ea. Handheld Metal Detector     | _____        | _____          | \$ _____     |

**BID FORM  
TAB #3**

**LEGAL IDENTIFICATION & QUALIFICATIONS**

**Instructions:** Answer all questions below as they pertain solely to the Proposer’s legal business name in which the Proposer will enter into an Agreement with the County as submitted in this Bid. If a Vendor owns more than one business, or has multiple “dba” fictitious names, they must exclude all information, regardless of positive or negative impact, pertaining to those other business(es).

3.01                  Legal Name of Business \_\_\_\_\_

3.02                  Legal Description of Business         Individual      LLC      LLP      Corporation  
   Incorporated      Other \_\_\_\_\_

3.03                                  Address \_\_\_\_\_

3.04                                  City/County \_\_\_\_\_

3.05    State \_\_\_\_\_

3.06                          Owner, President, Partners \_\_\_\_\_

3.07                          Number of Years in Business \_\_\_\_\_

3.08                  Accreditations, Certifications, etc. \_\_\_\_\_

3.09      Have you ever defaulted on a contract,  
            or had a contract cancelled early? \_\_\_\_\_

3.10                                  If yes, please explain \_\_\_\_\_

**BID FORM  
TAB #4**

**EQUIPMENT / SERVICE DESCRIPTION, PRODUCT INFORMATION, SPECIFICATIONS**

**Please include any product specifications, documentation, information, references, or descriptions in this section.**

**BID FORM  
TAB #5**

**REFERENCES**

5.01           **Name of Company** \_\_\_\_\_  
5.02            Representative \_\_\_\_\_  
5.03            Address \_\_\_\_\_  
5.04            Phone # \_\_\_\_\_

5.05           **Name of Company** \_\_\_\_\_  
5.06            Representative \_\_\_\_\_  
5.07            Address \_\_\_\_\_  
5.08            Phone # \_\_\_\_\_

5.09           **Name of Company** \_\_\_\_\_  
5.10            Representative \_\_\_\_\_  
5.11            Address \_\_\_\_\_  
5.12            Phone # \_\_\_\_\_

5.13           **Name of Company** \_\_\_\_\_  
5.14            Representative \_\_\_\_\_  
5.15            Address \_\_\_\_\_  
5.16            Phone # \_\_\_\_\_

5.17           **Name of Company** \_\_\_\_\_  
5.18            Representative \_\_\_\_\_  
5.19            Address \_\_\_\_\_  
5.20            Phone # \_\_\_\_\_

**BID FORM  
TAB #6**

**SUB-CONTRACTORS**

Contractor must declare their intention to use a sub-contractor to perform any one or multiple parts of this Bid, and identify all sub-contractors in relation to the work they will perform as part of this bid. Sub-contractors must meet all of the specifications, requirements, and qualifications of this bid. The Contractor shall guarantee all work performed by its sub-contractors. The Contractor may not use sub-contractors other than those specifically declared and identified in this bid, unless the Contractor first receives approval from the County of El Paso. Sub-contracting will not be permitted after the bid opening if the Contractor does not declare their intent to use a sub-contractor in this bid.

|      |                                     |       |
|------|-------------------------------------|-------|
| 6.01 | <b>Sub-Contractor Business Name</b> | _____ |
| 6.02 | Representative                      | _____ |
| 6.03 | Address                             | _____ |
| 6.04 | Phone #                             | _____ |
| 6.05 | Sub-Contract Work To Be Performed   | _____ |

|      |                                     |       |
|------|-------------------------------------|-------|
| 6.06 | <b>Sub-Contractor Business Name</b> | _____ |
| 6.07 | Representative                      | _____ |
| 6.08 | Address                             | _____ |
| 6.09 | Phone #                             | _____ |
| 6.10 | Sub-Contract Work To Be Performed   | _____ |

|      |                                     |       |
|------|-------------------------------------|-------|
| 6.11 | <b>Sub-Contractor Business Name</b> | _____ |
| 6.12 | Representative                      | _____ |
| 6.13 | Address                             | _____ |
| 6.14 | Phone #                             | _____ |
| 6.15 | Sub-Contract Work To Be Performed   | _____ |

**BID FORM  
TAB #7**

**BOND & INSURANCE**

**1. BID BOND**

Bid of \$100,000.00 or more, the Vendor 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 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.

**2. PERFORMANCE BOND (Public Works Construction Contracts)**

The Vendor shall, prior to beginning work, execute to the County:

- a. PERFORMANCE BOND, in the full amount of the contract, if the contract is in excess of \$100,000.00; AND
- b. PAYMENT BOND. in the full amount of the contract, if the contract is in excess of \$25,000.00

**3. Minimum insurance requirements, as described in paragraph five of this Bid.**

## **COUNTY OF EL PASO, TEXAS**

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

#### **Instructions for the certifications:**

#### **General Requirements**

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

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

#### **1. LOBBYING**

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

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

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

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

## 1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

## 2. DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

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



(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

---

MDR BUILDING, 800 EAST OVERLAND  
ROOM 300, EL PASO, TEXAS 79901  
(915) 546-2048, FAX: (915) 546-8180

PITI VASQUEZ, PURCHASING AGENT  
JOSE LOPEZ, JR. ASST. PURCHASING AGENT  
LINDA MENA, INVENTORY BID 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 bid 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 bid sent via express mail or overnight delivery service must have the bid number and title clearly marked on the outside of the express mail or overnight delivery service envelope or package. Failure to clearly identify your bid 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  
800 East Overland, Suite 300  
El Paso, Texas 79901  
(915) 546-2048  
(915) 546-8180 Fax

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RE: Bid #09-070, Furnish and Install Security Equipment for Five (5) of Justice of the Peace Locations

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 Anna Perez  
Commissioner Veronica Escobar  
Commissioner Willie Gandara Jr.  
Commissioner Dan Haggerty

County Employees: Piti Vasquez, Purchasing Agent  
Jose Lopez, Jr., Assistant Purchasing Agent  
Pete Gutierrez, Buyer II  
Linda Mena, Inventory Bid Technician  
Lucy Balderama, Inventory Bid Technician  
Saul Nañez, Facilities Manager  
Manuel Lucero Jr., Assistant Facilities Manager  
Monique Aguilar, Executive Assistant

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

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

### OFFICE USE ONLY

Date Received

Bid # 09-070

**1** Name of person who has a business relationship with local governmental entity.

**2**

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3**

**Name of local government officer with whom filer has employment or business relationship.**

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

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

Yes       No

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

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

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

\_\_\_\_\_  
Date



## COUNTY OF EL PASO PURCHASING DEPARTMENT

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PITI VASQUEZ, PURCHASING AGENT  
JOSE LOPEZ, JR. ASST. PURCHASING AGENT  
LUCY BALDERAMA, INVENTORY BID TECHNICIAN

MDR BUILDING, 800 E. OVERLAND  
ROOM 300, EL PASO TEXAS 79901  
(915)546-2048, FAX (915)546-8180

### **Instructions: Conflict of Interest Form (CIQ)**

- ***Please complete CIQ Form whether or not a conflict exists.***
- **Box #1 All Vendors** Must Print Clearly their names and company name.
- **Box #2** If the vendor has already filed a CIQ for the current year and is updating (filing a new one) due to changes on bid, please check box. If this is the first time within the current year that the vendor is submitting a CIQ, then do not check this box.
- **Box #3** If you are filing a disclosure of conflict of interest, meaning that you do have a relationship with someone listed on the page prior to the CIQ form on your BID, RFP, RFQ, or RFI, then you must print the name of the person whom you have a business relationship with.
- If you answer **yes** to any of the following: **Item A, B, C** you have a conflict and must disclose on this form.
- **Item D** List the type of relationship and what department in the local government the person you have listed in **Box #3**.
- **Box #4** Please have the person that is named on **Box# 1**, sign and date in this box. We request a contact number in case there are any questions or form is missing information. This is a courtesy to you.
- It is the vendor's responsibility to submit the CIQ document number provided by the County Clerk's to the Purchasing Department.
- 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, RFI 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.
- File a 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 the attention of the County Clerks office.
- If filing by fax use your fax confirmation (date/time) for your records. To obtain a copy/CIQ document number go to our website at [www.epcounty.com](http://www.epcounty.com), click on public records, click on to Official Public Records - Deeds of Trust, Liens and other public documents (County Clerk), type in the name of your company, on Style: scroll to CIQ-Conflict INT. QUESTIONNAIRE, and click on Search. It will be available on the web-site approximately 5 to 10 business days. Please fax a copy to The Purchasing Department at (915) 546-8180. If you have not yet placed it in your Bid, RFP, RFQ, RFI.
- If you have any questions, please call Lucy Balderama at 915-543-3887 or Linda Mena at 915-546-2195

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) serves as an officer or director; or

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

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

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

(A) is a local government officer; and

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

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

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

- (1) September 1 of each year in which an activity described by Subsection (a) is pending; and
- (2) the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.
- (e) A person is not required to file an updated completed questionnaire under Subsection (d)(1) in a year if the person has filed a questionnaire under Subsection (c) or (d)(2) on or after June 1, but before September 1, of that year.
- (f) A person commits an offense if the person violates this section. An offense under this subsection is a Class C misdemeanor.
- (g) It is a defense to prosecution under Subsection (f) that the person filed the required questionnaire not later than the seventh business day after the date the person received notice of the violation.

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

§ 176.001. Definitions

In this chapter:

- (1) "Commission" means the Texas Ethics Commission.
- (2) "Family member" means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573, Government Code.
- (3) "Local governmental entity" means a county, municipality, school district, junior college district, or other political subdivision of this state or a local government corporation, board, commission, district, or authority to which a member is appointed by the commissioners court of a county, the mayor of a municipality, or the governing body of a municipality. The term does not include an association, corporation, or organization of governmental entities organized to provide to its members education, assistance, products, or services or to represent its members before the legislative, administrative, or judicial branches of the state or federal government.
- (4) "Local government officer" means:
- (A) a member of the governing body of a local governmental entity; or
  - (B) a director, superintendent, administrator, president, or other person designated as the executive officer of the local governmental entity.
- (5) "Records administrator" means the director, county clerk, municipal secretary, superintendent, or other person responsible for maintaining the records of the local governmental entity.

**COUNTY OF EL PASO, TEXAS**

Solicitation Check List

**Furnish and Install Security Equipment for Five (5) of Justice of the Peace Locations  
Bid #09-070**

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**THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE**

\_\_\_\_\_ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Wednesday, August 12, 2009. Did you visit our website ([www.epcounty.com](http://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

\_\_\_\_\_ **CIQ forms** - you must write the name of your company underneath the signature with your phone number and bid number. 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?

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