



COUNTY OF EL PASO
800 E. Overland, Suite 300
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, 800 E. Overland, RM 300, El Paso, Texas 79901 before 2:00 p.m., Thursday, April 5, 2012 to be opened at the County Purchasing Office the same date for Service and Maintenance of a Liebert Uninterruptible Power System for the Sheriff's Detention Facility. A walk-through will be on Wednesday, March 28, 2012 at 10:00 a.m. in the Detention Facility located at 601 E Overland St., El Paso, Texas 79901 and a pre-proposal conference will follow immediately after the walk-through in the Purchasing Conference Room located at 800 East Overland, room 300 El Paso, Texas 79901.

**Proposals must be in a sealed envelope and marked:
"Proposals to be opened April 5, 2012
Service and Maintenance of a Liebert Uninterruptible
Power System for the Sheriff's Detention Facility
RFP Number 12-029"**

Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Thursday, March 29, 2012, 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 cashier's 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 cashier's 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

IMPORTANT NOTICE FOR VENDORS

EL PASO COUNTY CODE OF ETHICS TRAINING REQUIREMENT FOR VENDORS

Vendors. Any vendor involved in a single procurement exceeding \$50,000 must complete training on the El Paso County Code of Ethics. **This training must be completed prior to submitting a bid or proposal, responding to a request for qualifications or proposals, or otherwise contracting with the county.** The training must be completed by an officer, principal, or other person with the authority to bind the vendor. The certification of completed training on the Ethics Code issued by the County Human Resources Department is valid for one (1) calendar year from the date of completion. A list of those Vendors with a current certification of completion and the corresponding date of expiration shall be maintained on the El Paso County website under the Purchasing Department's Current List of Training Certified Bidders. This training requirement does not apply to emergency purchases.

Training

In compliance with Section 161 of the Texas Local Government Code, training on the El Paso County Code of Ethics will be accessible in an online format to Vendors and Lobbyists on an ongoing basis, subject only to limitations due to technical resources. No person or entity required to complete training will have to do so more than once per year.

The required training for Vendors may be accessed and completed at: <http://www.epcounty.com/ethicscom/training.htm>

Once you have taken the ethics training course print out the confirmation and attach a copy to your proposal. Keep a copy for future references/proposals.

To view the list of the Vendors, the representatives and the date it expires.

❖ **Go to <http://www.epcounty.com/ethicscom/training.htm>**

❖ **Select:**

Vendors Who Have Completed Ethics Training

If you have taken the training and your name has not been added to the list, Please contact Gabby at our Human Resource Department at (915)546-2218 ext. 4069.

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 proposal, I hereby represent and warrant to El Paso County that I have read and understood the Proposal Documents and the Contract Documents and this proposal is made in accordance with the Proposal Documents.

Please quote prices and discounts on the following items:

F. O. B. El Paso County

Description – RFP # 12-029 Service and Maintenance of a Liebert Uninterruptible Power System for the Sheriff's Detention Facility Vendor must meet or exceed specifications	
Description:	Total Cost
2 ½ year Service/Maintenance Agreement	\$
Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. Please submit one (1) original copy and two (2) copies of your bid.	

Company

Mailing Address

Federal Tax Identification No.

City, State, Zip Code

Ethics Representative (refer to page 2)

Ethics Training Date or Expiration Date

CIQ Confirmation Number

Conflict of Interest Questionnaire (CIQ)
Filed Date

Representative Name & Title

Telephone Number include area code

Signature

Fax Number include area code

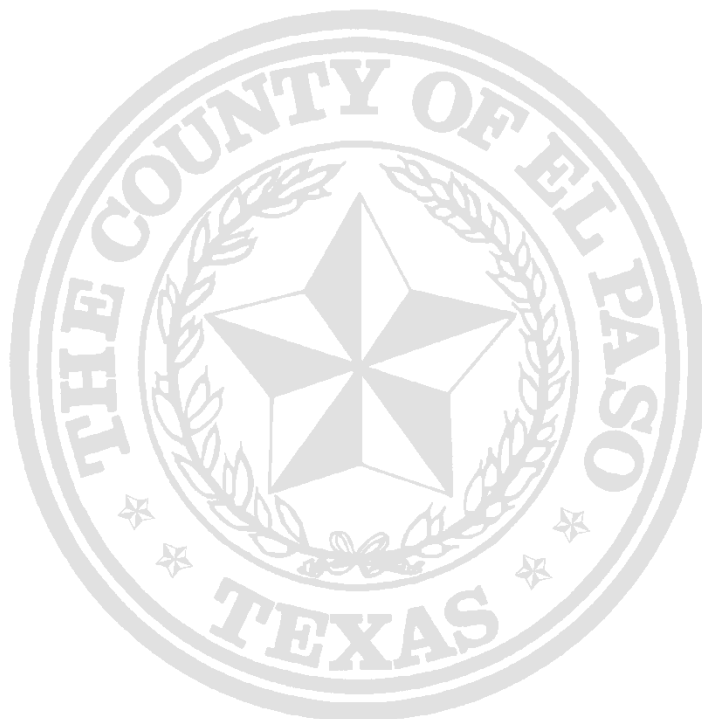
Date

Email Address

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

**Service and Maintenance
of a Liebert Uninterruptible
Power System for the
Sheriff's Detention Facility**

RFP #12-029



**Opening Date
Thursday, April 5, 2012**

**Service and Maintenance of a Liebert Uninterruptible
Power System for the Sheriff's Detention Facility
601 East Overland
El Paso, Texas 79901**

The contractor shall submit a **(2-1/2) two and one half-year** service proposal for the service and maintenance of a Liebert, 20 KV Uninterruptible Power System. (UPS Module, two Battery Cabinets and Batteries)

The proposal shall include the following:

- Performance of operations necessary to service the Uninterruptible Power System
- All charges for parts and equipment listed within these specifications
- All freight, shipping and handling charges for required replacement parts and materials
- All labor charges, including compensation for required replacement parts and materials
- All labor charges, including compensation for required overtime
- Travel expense, lodging and meals
- Charges for rental equipment and cars

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1. Background Information

The El Paso County Detention Facility is located at 601 East Overland Street, in El Paso, Texas 79901. The Uninterruptible Power System, manufactured by Liebert Company, consists of one AP-300 Inverter Cabinet and two Battery Cabinets. Since the start-up of the UPS in 1993, the unit has always been serviced by authorized service provider companies. All inspections and required testes of the unit are current. All deficiencies noted during the last annual inspection have been corrected by an authorized service provider company.

2. Description of the Uninterruptible Power System

Master Site ID: 53179

Liebert AP-300 Inverter Cabinet

Description: SRS 300, 20 KVA UPS

Model Number: AP332

Serial Number: P29718

Tag Number: 1121217

Battery Back-Up System-composed of 2 Battery Cabinets and 60 Sealed Cell Batteries; 30 batteries per battery cabinet

Cabinet Tag Number: 1121218
Charger Model: UDA63020C25DT03
Charger Serial: P29718
Battery Model: UPS12-270FR
Battery Mfr:
Battery Type: Sealed
Jars/String: 30
Strings: 1
Next scheduled replacement: February 2015

Cabinet Tag Number: 1121219
Charger Model: UDA63020C25DT03
Charger Serial: P29718
Battery Model: UPS12-270FR
Battery Mfr:
Battery Type: Sealed
Jars/String: 30
Strings: 1
Next scheduled replacement: November 2015

3. **Walk-Through (optional)**

A walk-through will be held on Wednesday, March 28, 2012 at 10:00 a.m. in the Detention Facility located at 601 East Overland, El Paso, Texas 79901 and a pre-proposal conference will follow immediately after the walk-through in the Purchasing Conference Room located at 800 East Overland, Ste. 300, El Paso, Texas 79901.

Any vendor interested in attending the walk-through must submit their request to the Purchasing Department. **Background checks will be required, no exceptions.**

Send the following information by fax, (915) 546-8180, or via e-mail, elcontreras@epcounty.com, to the County Purchasing Department, Attention: Elvia Contreras.

Name of employee: first, middle and last name
Employee's home address
Employee's date of birth
Employee's drivers license number

The vendor shall reference this RFP when submitting the required information. Under no circumstances may a potential VENDOR ask questions during a walk-through. **All questions must be submitted to the COUNTY Purchasing Department in writing or at the Pre-Proposal Conference.**

4. **Minimum Service Requirements**

4.1 **Scope of Work**

- a. The contractor shall provide all labor, material and parts required to correct any defect and to maintain the Uninterruptible Power System in the 100% operational condition during the service contract time period.
- b. Provide 24-hour, 7 day a week, emergency service to the UPS. (UPS Module, two Battery Cabinets and Batteries).
- c. Include 100% parts coverage, excluding batteries.
- d. Without additional charges, the contractor shall replace up to 10% of batteries, per battery string, per service year.
- e. The contractor shall provide all travel and shipping expenses.
- f. Inspections, testing and maintenance programs shall implement the equipment manufacturer's recommendations, and conform to all applicable NEC and local codes and regulations.

4.2 **EPA Requirements**

The contractor shall follow EPA requirements to properly dispose of all batteries removed from the unit during the service contract period. The contractor shall pay related disposal fees, freight, shipping and handling

charges, and shall submit copies of disposal records to the owner's representative.

4.3 MSD Sheets

The contractor shall provide MSD sheets for all chemicals, lubricants and solvents that may be used during the service.

4.4 Service

The contractor shall respond to a request for service to the Uninterruptible Power System, from any service center, within 4 to 6 hours, during any portion of a 24-hour day, 7 days a week.

The engineer responding shall be qualified to perform maintenance on the UPS and shall possess a minimum of 2 years hands-on experience repairing Liebert Series 300 DT Uninterruptible Power Systems.

The engineer shall supply all tools and test equipment to repair the system.

Include one Semi-Annual and one Annual Preventive Maintenance Service scheduled by the owner during normal business hours, Monday through Friday, excluding national holidays.

4.5 Semi-Annual Service

- a. Perform temperature checks on all breakers, connections, and associated controls.
- b. Perform a complete visual inspection of the equipment including subassemblies, wiring harnesses, contracts, and major components.
- c. Check modules for the following:
 - Rectifier and inverter board for discolorations
 - Power capacitors for swelling and oil leaks
 - DC capacitor vent-caps that have extruded more than 1/8"
- d. Record all voltage and current readings from the advisory display panel
- e. Measure and record harmonic trap filter currents
- f. Check integrity of battery cabinets
- g. Check for NO-OX grease on all connections
- h. Check for corrosion on all terminals and cables
- i. Check appearance/cleanliness, cabinet ventilation, charging equipment, float voltage, cell voltage, cell temperature, ambient temperature, connections torque, terminals, connectors and bolts, flame arrestor, jars, covers and seals, cell numbering and cell impedance

- j. Replace defective batteries
- k. Correct all deficiency detected
- l. Issue written inspection report

4.5 Annual Service

- a. Perform Semi-Annual Service
- b. Check the inverter and rectifier snubbers for burned or broken wires
- c. Check all nuts, bolts, screws and connectors for tightness and heat discoloration
- d. Check fuses on the DC capacitor deck for continuity
- e. With the owner's approval, perform an operational test of the system including transfer and limited discharge of batteries
- f. Calibrate all electronic subsystems to system specification; keep a calibration record; request from the manufacturer information about recommended modifications and software upgrades
- g. Provide the owner with a written status report about manufacturer's recommended and/or required modifications and software upgrades.
- h. Install and perform, at no additional cost, Engineering Field Modifications, including software upgrades, as per manufacturer's recommendations
- i. Measure and record all low-voltage power supply levels
- j. Measure and record phase-to-phase input voltages and currents
- k. Review system performance with the owner in order to address questions and to schedule repairs
- l. Correct all deficiency detected
- m. Issue written inspection report

5. General Requirements

5.1 Code Requirements/Regulations

All work shall conform to all applicable, building, mechanical, plumbing, fire and electrical codes and regulations. Obtain all necessary permits and licenses

5.2 Inspectors/Engineers

The engineers responding and conducting routine maintenance work shall be qualified to perform maintenance on Liebert, 300 DT, Uninterruptible Power Systems.

5.3 Test Equipment

Only suitable test equipment may be used.

5.4 Manuals

The contractor shall utilize maintenance, maintenance supplement, installation and operation manual and other equipment related publications, issued by the equipment manufacturer that may be required to conduct the work.

5.5 Reports

- Provide written reports of all services provided during each site visit.
- Provide written recommendations listing NFPA 70 (NC) required upgrades.
- Provide a list of all deficiencies found during the inspection
- Provide a list of all required repairs and submit repair estimates.

5.6 Facility Operation

The operation of the Detention Facility may only be interrupted during nighttime hours and these interruptions shall be limited in time. 24 hours notice for scheduled, time limited, power outages shall be submitted. Possible interruptions to the following listed functions must be held to a minimum: Feeding of inmates, movement of officers and inmates, booking and releasing of inmates, use of computer and fiber optic equipment.

5.7 Background Investigation

The contractor shall submit a list of employees, who will execute the work inside the Detention Facility, 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 Driver's License Number

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

5.8 Tools and Test Equipment Inventory

All tools brought into the Detention Facility 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.

5.9 Searches

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

5.10 Parking

All contractor vehicles, required to conduct the work inside the Detention Facility, shall be parked off site at the contractor's expense.

5.11 Cleaning

Keep work areas clean. Remove and properly dispose of all packing material and debris at the end of each workday.

5.12 Tobacco Products

The El Paso County Detention Facility is a smoke free facility. Contractor's employees shall not enter the facility carrying tobacco products.

6. Contractor Requirements

6.1 Contract Period

The contractor shall submit a proposal for a **(2-1/2) two and one half-year** service agreement.

The contractor's time frame shall coincide with the El Paso County's fiscal budget year, October 1st through September 30th.

1st year: April 01, 2012 through September 30, 2012
2nd year: October 01, 2012 through September 30, 2013
3rd year: October 01, 2013 through September 30, 2014

The duties of the Contractor shall commence on **April 01, 2012 and end on September 30, 2014.**

6.2 Working Hours

The work required may be conducted within the following time periods: Monday through Friday 07:00-15:00 hrs. (7:00 a.m. – 3:00 p.m.).

6.3 Compensation and Invoices

- a. 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.
- b. The Contractor shall be compensated for actual services provided.
- c. The compensation paid to the Contractor under this agreement includes all fees and expenses incurred while performing services under this agreement.
- d. The Contractor shall submit **four (4) invoices per year**, at the end of each quarter, for services rendered.
- e. The County shall pay the Contractor within 30 days following receipt of each invoice.

6.4 Independent Contractor

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

6.5 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.

6.6 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 of failure to act by the contractor, its officers, agents, contractors, or employees, or the condition of any equipment owned by the Contractor.

6.7 General Provisions

- a. Sole agreement: This is the entire agreement between the Contractor and the County. No contractor 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 shall govern this agreement, and venue shall be El Paso County.
- 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: Honorable County Judge, Veronica Escobar
El Paso County
500 East San Antonio
El Paso, Texas 79901

With copy to: County Sheriff's Richard Wiles
El Paso County
3850 Justice Drive
El Paso, Texas 79938

To Contractor: Company Name and Address of Contractor

Notice 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's company 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.

6.8 General Liability Insurance

The contractor shall provide and maintain General Liability Insurance coverage during the contract time period.

Limits:

Each Occurrence	\$2,000,000.00
Fire Damages	\$2,000,000.00
Personal & Advertising Injury	\$2,000,000.00
General Aggregate	\$2,000,000.00

6.9 Liability

The contractor shall provide and maintain Worker's Compensation and Employer's Liability Insurance coverage. The County of El Paso must be notified in the event that the insurance policy is changed or canceled.

Limits:

Each Accident	\$1,000,000.00
Disease-Policy Limit	\$1,000,000.00
Disease-Each Employee	\$1,000,000.00

6.10 Automobile Liability Insurance

The contractor shall provide and maintain Automobile Liability Insurance for contractor owned or operated motor vehicles operating on property belonging to the County of El Paso. 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

COUNTY OF EL PASO, TEXAS

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

Instructions for the certifications:

General Requirements

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

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

1. LOBBYING

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

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

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

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

1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

2. DRUG-FREE WORKPLACE

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

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

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

(b) Establishing an on-going drug free awareness program to inform employees about:
(1) The dangers of drug abuse in the workplace;
(2) The applicant's policy of maintaining a drug free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

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

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

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

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

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

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency

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

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

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

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 ec seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

*All three (3) pages of this document must be included in all responses.

COUNTY OF EL PASO PURCHASING DEPARTMENT

MDR Building, 800 E. Overland
ROOM 300, EL PASO, TEXAS 79901
(915) 546-2048, FAX: (915) 546-8180

PITI VASQUEZ, PURCHASING AGENT
JOSE LOPEZ, JR. ASST. PURCHASING AGENT
ELVIA CONTRERAS, FORMAL BID BUYER

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 cashier's 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
800 E. Overland, RM 300
El Paso, Texas 79901
(915) 546-2048
(915) 546-8180 Fax

RE: RFP #12-029, Service and Maintenance of a Liebert Uninterruptible Power System for the Sheriff's Detention Facility

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 Veronica Escobar
Commissioner Anna Perez
Commissioner Sergio Lewis
Commissioner Tania M. Chozet
Commissioner Dan Haggerty

County Employees: Piti Vasquez, Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Peter Gutierrez, Buyer II
Elvia Contreras, Formal Bid Buyer
Lucy Balderama, Inventory Bid Technician
Sylvia Aguilar, Executive Chief Deputy
Horst Graefe, Electronic Systems 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

COUNTY OF EL PASO PURCHASING DEPARTMENT

PITI VASQUEZ, PURCHASING AGENT
JOSE LOPEZ, JR. ASST. PURCHASING AGENT
ELVIA CONTRERAS, FORMAL BID BUYER

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 915-543-3816 the attention of the County Clerk's 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, 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 7 to 15 business days. Please fax a copy of your fax confirmation (date/time) 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 Elvia Contreras or Lucy Balderama at 915-546-2048

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

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

RFP # 12-029

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

Adopted 06/29/2007

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**

**Service and Maintenance of a Liebert Uninterruptible
Power System for the Sheriff's Detention Facility**

RFP #12-029

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

- _____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Thursday, April 5, 2012. 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 915-543-3816 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 complete the mandatory ethics training course and include a confirmation print as indicated in page 2?

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