



**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., Monday, October 21, 2013 to be opened at the County Purchasing Office the same date for Furnish and Install Fireproof Material (Phase I) in the County of El Paso Jail Annex. A walk-thru will be held on Thursday, October 10, 2013 at 10:00 a.m. at the County Jail Annex located at 12501 Montana El Paso Texas 79938. A pre-bid conference will follow after the walk-thru.

**Bids must be in a sealed envelope and marked:  
"Bid to be opened October 21, 2013  
Furnish and Install Fireproof Material (Phase I)  
in the County of El Paso Jail Annex  
Bid #13-058"**

**Do not contact the requesting department. Any questions or additional information required by interested vendors must be emailed to: [bidquestions@epcounty.com](mailto:bidquestions@epcounty.com) before Friday, October 11, 2013, at 12:00 p.m. Bid number and title must be on the "Subject Line" of the email. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.**

Any changes in the specifications will be posted on the County website as an addendum. It shall be the proposer's responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted. Website: [www.epcounty.com](http://www.epcounty.com) ;Bids and more.

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.

**KENNIE DOWNING**  
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 bid. Keep a copy for future references/bids.

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 Gabriel Herrera at our Human Resource Department at (915)849-2521.



**EL PASO COUNTY PURCHASING DEPARTMENT  
800 E. OVERLAND AVE., ROOM 300  
EL PASO, TEXAS 79901  
(915) 546-2048  
FAX: (915) 546-8180**

**Memorandum**

**To:** All Vendors

**Subject:** County Purchasing New Vendor/Bid System & Online Vendor Registration

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The Purchasing Department has implemented its new bid processing vendor notification/registration system. The new system will allow vendors to register and maintain their vendor file real time without the intervention of the Purchasing Department. Vendors will maintain their address information and contact information; as well as the commodity information that the vendor wants to be considered for on County bid solicitations. Vendors will be given a choice of receiving hard copy bid notifications, or electronic notifications to the vendors designated email and/or cellular telephone text number. We hope that the changes will help our vendors receive their solicitations in a more effective and efficient manner that will benefit both the County and the vendor with more timely, accurate, competitive bids.

All vendors wishing to receive or continue to receive bid notifications must register in this new system at [www.epcounty.com](http://www.epcounty.com). /Bids & More/Vendors List. Thank you for your cooperation. If you have any questions please contact Sally Borrego at (915)546-2048.

**EL PASO COUNTY SIGNATURE PAGE**

<p style="text-align: center;"><b>Description – Bid #13-058</b> <b>Furnish and Install Fireproof Material (Phase I)</b> <b>in the County of El Paso Jail Annex</b> Vendor must meet or exceed specifications</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 two (2) original copy and three (3) CD copies in Word/PDF Format of your bid.</b></p>

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.

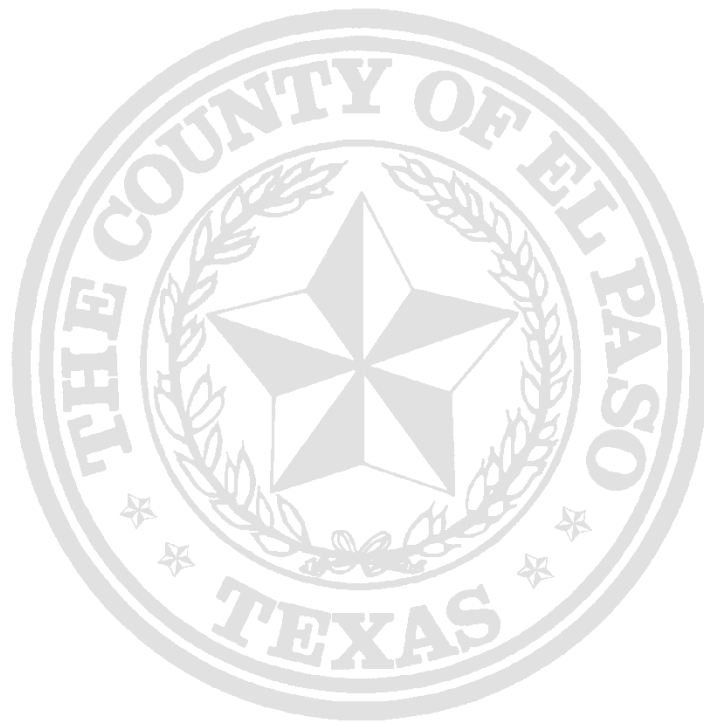
Please quote prices and discounts on the following items:  
F. O. B. El Paso County

_____ Company	_____ Mailing Address
_____ Federal Tax Identification No.	_____ City, State, Zip Code
_____ Ethics Representative (refer to page 2)	_____ Ethics Training Date or Expiration Date
_____ DUNS Number	_____
_____ 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\*\*\***

**Furnish and Install Fireproof  
Material (Phase I) in the County  
of El Paso Jail Annex**

**Bid #13-058**



**Opening Date  
Monday, October 21, 2013**

## **1. LOCATION OF PROJECT**

El Paso County Jail Annex  
12501 Montana  
El Paso, Texas 79938

## **2. REQUEST FOR BIDS**

The County of El Paso is seeking Bids from qualified Vendors to furnish and install fireproof material between the drop ceiling and the roof deck of the El Paso County Jail Annex located at 12501 Montana, El Paso, Texas. Please note that this project is for the removal of existing fireproof material and furnish and installation of Texas Commission on Jail Standards (TCJS)-approved fireproof material in the Phase I project area. The County anticipates a Phase II & III of this project which, if funding is available, may be authorized up to six months after completion of Phase I. The County is seeking separate prices for Phase I, II & III. The Vendor will be required to coordinate its work with the El Paso County Facilities Manager. The building will be occupied and Vendor shall make considerable effort to ensure that disruption to County operations is kept to a minimum. The work may be performed at night and/or on weekends if necessary to minimize disruption to jail operations.

The bid response shall include all services, parts, material, supplies, information, etc as applicable and specified in this document to complete the project. The County intends to award a contract to one Vendor.

It is the intent of the County to enter in to a Fixed Price Construction Agreement with the successful bidder and the County's prevailing wage and apprenticeship program policies shall apply.

## **3. RESPONSE FORMAT REQUIREMENTS**

- a. Submit two (2) original responses on paper and three (3) CD copies in PDF/Word Format to the County of El Paso Purchasing Agent office, 800 E. Overland Rm. 300, El Paso, Texas 79901 or mailed to its registered address above and received by the deadline.
- b. Typed or neatly printed in black or blue ink.
- c. Standard 8 ½ x 11 paper.

## **4. WALKTHROUGH**

A mandatory walkthrough is scheduled on Thursday, October 10, 2013 10:00 a.m. (time) at the County Jail Annex located at 12501 Montana, El Paso, Texas 79938. A pre-bid conference will follow after the walk-thru.

A criminal background check is required for ALL persons attending the walkthrough. Only persons cleared by the Sheriff's Department will be allowed to participate in the walkthrough. NO EXCEPTIONS.

## 5. MANDATORY CRIMINAL BACKGROUND INVESTIGATION

Prior to the scheduled walkthrough, Vendor shall provide the information listed below for all persons who will participate in the walkthrough. Information shall be e-mailed to Araceli Hernandez in the Purchasing Department at [arahernandez@epcounty.com](mailto:arahernandez@epcounty.com) before **Tuesday, October 8, 2013 at 12:00 p.m.** Purchasing will forward the information to the El Paso County Sheriff's Office Identification and Records Section.

1. Full Name: First, Middle, Last
2. Home Address
3. Date of Birth
4. Drivers License or State ID Number
5. Social Security Number

After the contract has been awarded to the contractor, the contractor shall submit a list of employees, **who will execute the work inside the Jail Annex**, for a background investigation, with the following information to the El Paso County Sheriff's Office Identification and Records Section.

1. Full Name: First, Middle, Last
2. Home Address
3. Date of Birth
4. Drivers License or State ID Number
5. Social Security Number

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

## 6. CONTRACT ADMINISTRATION

El Paso County will appoint its Facilities Manager as contract administrator with designated responsibilities, which may include, but are not limited to, the inspection and acceptance of all services performed under the contract.

## 7. COMMENCEMENT

The Vendor shall commence within 30 days upon execution of the Fixed Price Construction Agreement, after award of bid, all necessary processes and arrangements to perform the service(s) specified in this document.

## 8. MINIMUM QUALIFICATIONS

- a. **EXPERIENCE:** To be considered qualified; the Vendor must demonstrate at least 5 continuous year's successful experience as a professional installer of fireproof material in commercial buildings. The County of El Paso reserves the right to disqualify any Vendor who has had an agreement or contract cancelled, or legal action has been taken by a public agency for cause including failure to perform, non-compliance, or illegal activity.

- b. **FINANCIAL CAPITAL:** Upon award of the Bid, the County of El Paso will issue a Purchase Order in the total amount of the bid, which shall include the equipment, labor, and any other associated costs indicated in the bid pricing. The Vendor **MUST** have sufficient financial capital to perform the project in its entirety in accordance with these specifications.
- c. **EQUIPMENT ASSETS:** The Vendor is responsible for providing all of its own equipment for the project including, but not limited to vehicles, tools, supplies, and/or materials typically necessary to perform and carryout all of the duties necessary for the project in its entirety.

## 9. PROJECT DESCRIPTION AND SCOPE OF WORK

- Propose, furnish, and install approximately 75,000sf of fireproof material product in compliance with Texas Commission on Jail Standards.
- Product shall be new, unused.
- All equipment, labor, and materials should be included in the price.
- The high ceiling sections will require aerial lift equipment of at least 25”.
- The suspended ceiling shall be removed along with the cross tees, main tees, and ceiling tiles to gain access to the location. These will need to be replaced by the contractor if broken or damaged in the removal process.
- The underside of the metal decking shall be completely cleaned and free of blown fireproof material.
- All areas must be inspected by the County prior to re-installation of the ceiling grid/tile.
- The ceiling grid system rebuilt and tile re-installed.
- Contractor will be responsible for thoroughly cleaning the floor area below of all falling debris.
- Contractor responsible for disposal of all waste and debris off site.

Phase I: Approximately 75,000 sf

### **OPTIONS:**

Phase II: Approximately 14,930 sf

Phase III: Approximately 14,930 sf

It shall be the responsibility of the Vendor to field measure each area for exact measurements. The Vendor shall not assume all floors are the same.

The project shall include all equipment, parts, material, and labor necessary to complete 100% of this project including the lawful disposal of all packing material, debris, and trash off site.

Prices for Phase I, II, & III shall be priced separately on the Bid Price sheet. Prices shall be per square foot.

## 10. PROPOSED FIREPROOF MATERIAL PRODUCT

The Vendor **MUST** provide all manufacturing documentation on the proposed product, including a specification sheet of the proposed product in the Response.



## **11. MINIMUM REQUIREMENTS**

The selected Vendor shall carry out such activities as are necessary to complete the work described in the approved documents and submittals. Among other things, the Vendor shall be responsible for providing all of the necessary supervision, labor and materials to fully complete the work which shall include, but is not necessarily limited to the following:

- a. Vendor is responsible for storing the product off site until the start of the project. Once installation begins, Vendor will be permitted to store some new insulation on site, however, space is limited and the Vendor is entirely responsible for the safe delivery and storage of product and materials.
- b. Vendor shall prepare all surfaces where new insulation will be installed, in a manner approved by the manufacturer and in accordance with all applicable industry best practices.
- c. Vendor shall test all insulation for proper installation.
- d. Vendor shall clean the surface of all insulation material after installation to ensure dirt and construction debris is not present.

## **12. VENDOR RESPONSIBILITY**

- a. The Vendor is 100% responsible for obtaining all permits required by the City of El Paso and complying with all local, state, and federal regulations as applicable.
- b. The Vendor is responsible for ensuring that all design and/or engineering aspects of this project meet all applicable International Building Code and International Fire Code.
- c. The selected Vendor will be required to properly supervise and coordinate its work.
- d. Participate and assist in Project/Planning meetings.
- e. Maintain full-time on-site construction supervision and provide daily inspections, quality control, monitoring, and coordination of various trades, record drawings, and daily work log.
- f. Conduct weekly progress meetings following a Vendor generated agenda with Project Manager.
- g. Vendor shall coordinate all scheduling of access to offices, departments, and work areas with the Facilities Manager. Whenever feasible, Vendor shall work from the outside of the building to minimize disruption to County operations.
- h. Vendor is responsible for notifying Facilities Manager at least two working days in advance of any area where access is obstructed or the area requires special needs to be accessed.
- i. Provide general safety and signage and posting for the project and see that each subcontractor prepares and submits adequate safety program and monitoring throughout the project.

- j. Report any damages, problems, concerns, or any other type of relevant factors that occur or are discovered during the course of the project to the Facilities Manager.
- k. Vendor shall make a reasonable effort to keep noise and distraction of their work to a minimum, and keep all work areas safe, clean, and orderly.
- l. The Vendor is 100% responsible for providing all necessary tools and equipment to complete project in its entirety. All equipment shall be properly insured.
- m. If there are any discrepancies in these specifications that conflict with IBC, IFC, or any other state or federal regulation, the Vendor shall immediately bring the discrepancies to the attention of the Facilities Manager.
- n. After Phase I is complete, Vendor shall conduct an inspection of all areas, products, and workmanship for deficiencies. Inspection and testing must be witnessed by Facilities Management personnel by providing 24 hours notice.
- o. Provide original copies of all manufacturer documentation, MSDS, warranties, fact sheets, parts lists, contact information, etc that relates to the installed product.
- p. Prepare payment requests, verify accuracy and forward to the County for approval and payment.
- q. Assemble close-out documents as required.
- r. Provide copy of all warranties.
- s. Provide assistance to the County through any applicable warranty periods.

### **13. COMPLIANCE**

The Vendor and all of its Subcontractors (regardless of tier) shall comply with all applicable City of El Paso, local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract. It shall be the responsibility of the Vendor to perform under the contract in conformance with the El Paso County Purchasing Department and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

### **14. WARRANTY / GUARANTEE**

The Vendor shall be the point of contact for ALL warranty or guarantee issues and provide collaboration to resolve any discrepancies for the entire term of the warranty period. Parts, equipment, and/or labor shall be covered under warranty for a minimum period as specified below:

Manufacturer Standard Warranty (Submit Documentation)

Workmanship Warranty – Minimum of 2 Years

All original manufacturer warranties for each product shall be provided to the Facilities Management Department within five calendar days of Final Completion Date. 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, or equivalent unique identification number as applicable, with the effective date of the warranty.

#### **15. VENDOR'S RESPONSIBILITY**

Each Vendor 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.

#### **16. INDEMNIFICATION**

The successful Vendor shall defend, indemnify, and save harmless El Paso County and all its officers, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injury to or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Vendor, or of any agent, employee, or supplier in execution of, or performance under, any contract which may result from RFP award. Successful Vendor shall pay any judgment with cost, which may be obtained against El Paso County growing out of such injury or damages.

#### **17. SUBCONTRACTING**

Subcontractors must be listed in the response.

#### **18. BID REVIEW**

Bids will be reviewed by the County to verify that they meet all specified requirements in this bid, including product compliance with TCJS guidelines. This review may include contacting references furnished by the Vendor, verifying reports regarding the Vendor's stability; verifying information, facts or statements made by the Vendor, or discovered directly or indirectly through the review process, that the County deems necessary, relevant, and appropriate to select the bid that is in the best interest of the County.

#### **19. INSURANCE REQUIREMENTS**

Vendor shall be bonded and insured. The Vendor will be required to maintain the following types of insurance throughout the life of the contract.

- a. Commercial general public liability insurance ("Liability Insurance") against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than Five Million Dollars (\$5,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Five Million Dollars (\$5,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage and must be maintained for a period of at least three (3) years after substantial completion occurs.

- b. Workers' compensation and Employers Liability coverage providing statutory benefits for all persons employed by the Vendor, or its Subcontractors at or in connection with the Work.
- c. Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.
- d. The Vendor shall be responsible for the payment of all costs associated with the required insurance, including any and all premiums and, in the case of a claim, any applicable deductible.
- e. Each insurance policy shall be issued in the name of the Vendor and shall name as additional insured parties the County of El Paso, and shall not be cancelable or reduced without thirty (30) days prior written notice to the County.
- f. All such insurance shall contain a waiver of subrogation against the County of El Paso, and their respective agents.
- g. All such insurers shall be licensed/approved to do business in the State of Texas.

## **20. MANDATORY FORMAT AND SEQUENCE OF PROPOSAL**

Vendors **MUST** comply with the format requirements listed below in their entirety and in the order listed below. The Vendor **MUST** answer ALL questions in the attached Bid Form and submit each questionnaire as the 1<sup>st</sup> page in the appropriate corresponding TAB Number. The Vendor may submit additional documents, information, and/or reports, as required, optional, or relevant in each section as appropriate.

- |            |          |   |
|------------|----------|---|
| <b>TAB</b> | <b>1</b> | <b>BID PRICE SHEET</b>                                      |
| <b>TAB</b> | <b>2</b> | <b>LEGAL IDENTIFICATION, QUALIFICATIONS, AND REFERENCES</b> |
| <b>TAB</b> | <b>3</b> | <b>EQUIPMENT / SERVICE DESCRIPTION</b>                      |

**TAB #1**  
**Bid Price Sheet**  
**Bid #13-058 Furnish and Install Fireproof Material (Phase I)**  
**in the County of El Paso Jail Annex**

Square Feet Of Fireproof Material Verified by Vendor		<u>Square Feet</u>
Insulation Cost	\$	-
All Other Expenses (Material/Permit/Bond)	\$	-
Labor	\$	-
<b>TOTAL COST OF PROJECT</b>	<b>\$</b>	<b>-</b>
Manufacturer Warranty Period		
Vendor Workmanship Warranty Period		
Estimated Time to Complete Project From Notice to Proceed		<u>Calendar Days</u>

OPTIONAL PRICE- PHASE II:

Square Feet Of Fireproof Material Verified by Vendor		<u>Square Feet</u>
Insulation Cost	\$	-
All Other Expenses (Material/Permit/Bond)	\$	-
Labor	\$	-
<b>TOTAL COST OF PROJECT</b>	<b>\$</b>	<b>-</b>
Manufacturer Warranty Period		
Vendor Workmanship Warranty Period		
Estimated Time to Complete Project From Notice to Proceed		<u>Calendar Days</u>

OPTIONAL PRICE- PHASE III:

Square Feet Of Fireproof Material Verified by Vendor		<u>Square Feet</u>
Insulation Cost	\$	-
All Other Expenses (Material/Permit/Bond)	\$	-
Labor	\$	-
<b>TOTAL COST OF PROJECT</b>	<b>\$</b>	<b>-</b>
Manufacturer Warranty Period		
Vendor Workmanship Warranty Period		
Estimated Time to Complete Project From Notice to Proceed		<u>Calendar Days</u>

**SUBCONTRACTOR IDENTIFICATION**

Name of Subcontractor:	_____
Address:	_____
Phone:	_____
Work To Be Performed:	_____

Name of Subcontractor:	_____
Address:	_____
Phone:	_____
Work To Be Performed:	_____

Name of Subcontractor:	_____
Address:	_____
Phone:	_____
Work To Be Performed:	_____

Name of Subcontractor:	_____
Address:	_____
Phone:	_____
Work To Be Performed:	_____

Name of Subcontractor:	_____
Address:	_____
Phone:	_____
Work To Be Performed:	_____

**TAB #2**  
**LEGAL IDENTIFICATION, QUALIFICATIONS, & REFERENCES**

Legal Name of Business \_\_\_\_\_  
DUNS # \_\_\_\_\_  
Legal description of business (Corp, LLC, LLP, etc) \_\_\_\_\_  
Address \_\_\_\_\_  
City/County \_\_\_\_\_  
State \_\_\_\_\_  
Owners, President, Interested Parties: \_\_\_\_\_  
Number of years in business: \_\_\_\_\_  
Number of employees: \_\_\_\_\_  
Accreditations, certifications, special recognition: \_\_\_\_\_  
Defaulted/Cancelled Contracts? \_\_\_\_\_ Yes \_\_\_\_\_ No  
If Yes, Explain \_\_\_\_\_  
Current Business(es) Under Same Ownership \_\_\_\_\_  
Former Business(es) Under Same Ownership \_\_\_\_\_

**REFERENCES**

Government Agency/Business Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Project Contract Administrator \_\_\_\_\_  
Owner Representative/Project Manager \_\_\_\_\_  
Description of Project \_\_\_\_\_  
Project Start Date \_\_\_\_\_  
Final Completion Date \_\_\_\_\_

Government Agency/Business Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Project Contract Administrator \_\_\_\_\_  
Owner Representative/Project Manager \_\_\_\_\_  
Description of Project \_\_\_\_\_  
Project Start Date \_\_\_\_\_  
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Phone Number \_\_\_\_\_  
Project Contract Administrator \_\_\_\_\_  
Owner Representative/Project Manager \_\_\_\_\_  
Description of Project \_\_\_\_\_  
Project Start Date \_\_\_\_\_  
Final Completion Date \_\_\_\_\_

**TAB #3**  
**PROPOSED PRODUCT DETAILS AND SPECIFICATIONS**

- 1. You must provide the specifications of the proposed Fireproof Material product you are proposing to furnish for the pricing listed on Tab #1 of this response and certify that it meets or exceeds all technical requirements.**
  
- 2. Please specify the installation method that will be used to install the insulation, for example adhesive, mechanical attachment, duct liner pins, or other.**



## **General Provisions**

### **County of El Paso, Texas**

#### **1. BID PACKAGE**

- a. The bid, general and special provisions, drawings, specifications/line item details, contract documents and the bid sheet are all considered part of the bid package. Bids must be submitted on the forms provided by the County, including the bid sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the bid sheet/contract page (s) may disqualify the bid from being considered by Commissioners' Court. Any individual signing on behalf of the bid expressly affirms that he or she is duly authorized to tender this bid and to sign the bid sheet/contract under the terms and conditions in this bid. Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid. Changes must also be made to any electronic copies submitted. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bid procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful bidder will execute with the County.
- b. **Bid must be in the Purchasing Department BEFORE the hour and date specified. Faxed or e-mailed bids will not be accepted. Late bids will not be considered under any circumstances.**
- c. Any bid sent via express mail or overnight delivery must have the Bid number and title clearly marked on the outside of the envelope or package. Failure to clearly identify your bid may be cause for disqualification.

#### **2. COMPETITIVENESS AND INTEGRITY**

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, bidders are to direct all communications regarding this bid to the El Paso County Purchasing Agent or assigned designee, unless otherwise specifically noted.

An authorized person from the submitting firm must sign all bids. The signature acknowledges that the bidder has read the bid documents thoroughly before submitting a bid and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Bid. It provides specific information necessary to aid participating firms in formulating a thorough response.

### **3. BIDDER'S RESPONSIBILITY**

The Bidder must affirmatively demonstrate its responsibility. The bid must also meet the following minimum requirements:

- Have been in business of providing services for a minimum of 5 years;
- Have adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this bid;
- Have satisfactory record of performance;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.

### **4. REJECTION OF BIDS**

The County, acting through its Commissioners' Court reserves the right to: (1) reject any and all bids and waive any informality in the bids received; (2) disregard the bid of any bidder determined to be not responsible. The County further reserves the right to reject any bid due to failure of performance on deliveries as determined in writing by the County Purchasing Agent.

### **5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**

It is the responsibility of the prospective bidder to review the entire invitation to bid packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or bid procedures must be received in the Purchasing Department no less than seventy-two hours prior to the time set for bid opening. Vendors are to propose as specified herein or propose an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that the County of El Paso is seeking.

Under Local Gov't Code Section 262.005 and Health & Safety Code Section 361.426, the County is required to give preference to products made of recycled materials if they meet specs. The County is also required to encourage the use of recycled products in developing new procedures and specs. They are also required to eliminate procedures and specifications that explicitly discriminate against products made of recycled materials.

### **6. SUBSTITUTES**

It is not the County's intent to discriminate against any material of equal merit to those specified however, should the bidder desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued.

**7. EXCEPTIONS TO BID**

The bidder will list on a separate sheet of paper any exceptions to the conditions of the bid. This sheet will be labeled, "Exceptions to Bid Conditions", and will be attached to the bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

The Bidder must specify in its bid any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the bid and should indicate its possible or actual advantage to the program being offered.

The County reserved the right to offer these alternatives to other bidders.

**8. PRICING**

Bids for equipment shall offer new (unused) equipment or merchandise unless otherwise specified. Quotes F.O.B. destination. If otherwise, show exact cost to deliver (merchandise only). Bid will be either lump sum or unit prices as shown on the bid sheet. The net price will be delivered to the El Paso County, including all freight or shipping charges. In case of error in extension, unit prices shall govern. Bid subject to unlimited price increases will not be accepted. The County is tax exempt and no taxes should be included in your bid.

Unless prices and all information requested are complete, bid may be disregarded and given no consideration.

In case of default by the contractor, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

**9. TAX EXEMPTION**

Pursuant to Section 151.309 of the Texas Tax Code, El Paso County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151.

**10. MODIFICATION OF BIDS**

A bidder may modify a bid by letter at any time prior to the submission deadline for receipt of bids. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by bidder guaranteeing authenticity. Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court

consideration of same. No substitutions or cancellations for merchandise will be permitted without written approval of the County Purchasing Agent.

## 11. SIGNATURE OF BIDS

Each bid shall give the complete mailing address of the Bidder and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each bid shall include the Bidder's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and bid response sheet will disqualify the bidder from being considered by the County. The person signing on behalf of the Bidder expressly affirms that the person is duly authorized to render the bid and to sign the bid sheets and contract under the terms and conditions of this Bid and to bind the Bidder thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioner's Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

## 12. AWARD OF BID/PROPOSALS-EVALUTATION CRITERIA AND FACTORS

### **Pursuant to the Texas Local Government Code**

**Bids** shall be awarded to the responsible bidder that submits the lowest and best bid.

**Proposals** will be made to the responsible proposer whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. The prices proposed will be considered firm and cannot be altered after the submission deadline. **The proposed cost to the County will be considered firm, unless the County invokes its right to request a best and final offer and cannot be altered after the submission deadline.**

The County reserves the right to reject any or all bids in whole or in part received by reason of this bid and may discontinue its efforts under this Bid for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County. County reserves the right to accept or reject all or any part of the bid, waive minor technicalities, or to award by item or by total bid. Price should be itemized.

**A Bidder whose proposal does not meet the mandatory requirements set forth in this Bid will be considered noncompliant.**

Each Bidder, by submitting a bid, agrees that if its bid is accepted by the Commissioners' Court, such Bidder will furnish all items and services upon the terms and conditions in this Bid and contract.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the schedule of the Bid.

**13. PUBLIC INFORMATION ACT**

The parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. Bidder agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its bid. County agrees to provide notice to proposer in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Bidder has marked as confidential, proprietary, and/or trade secret.

**14. RESULTANT CONTRACT**

The resultant contract shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, proposal package, any addenda issued, and any change orders issued during the work.

The criteria utilized for determining responsibility of bid(s) includes, but is not limited to, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County to determine whether a bidder is responsible. The term of the resultant contract will begin as stated in the contract executed by the Commissioners' Court and will terminate on the date specified in the contract unless terminated earlier as herein set forth.

**15. ESTIMATED QUANTITIES**

Any reference to quantities shown in the Bid are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

**16. CONTRACTOR INVESTIGATION**

Before submitting a bid, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

**17. NO COMMITMENT BY COUNTY**

This Bid does not commit the County to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this bid, or to procure or contract for services or supplies.

## **18. SINGLE BID RESPONSE**

If only one proposal is received in response to the Request for Proposals, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

## **19. REJECTION/DISQUALIFICATION OF BIDS**

El Paso County reserves the right to reject any or all bids in whole or in part received by reason of this bid package and may discontinue its efforts for any reason under this bid package at any time prior to actual execution of the Contract by the County. Bidders may be disqualified and rejection of bids may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

- A. Failure to use the bid form(s) furnished by the County, if applicable.
- B. Lack of signature by an authorized representative that can legally bind the company on the bid form.
- C. Failure to properly complete the bid.
- D. Bids that do not meet the mandatory requirements.
- E. Evidence of collusion among bidders.

## **20. CHANGES IN SPECIFICATIONS**

If it becomes necessary to revise any part of this bid, a written notice of such revision will be posted on the County Purchasing website. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is posted on the County Purchasing website. It shall be the Bidder's responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted.

## **21. BID IDEAS AND CONCEPTS**

The County reserves the right to adopt or use for its benefits, any concept, plan, or idea contained in any bid.

## **22. BID/PROPOSAL DISCLOSURES**

Results of bids for the purchase of goods, materials, general services and construction are considered public information at the time of the bid opening. All information contained in the bid response is available for public review.

The Proposal for Services: The names of those who submitted proposals will not be made public information until an award is made by Commissioners' Court and contract executed by the parties. No price, staffing or other proposal information will be released. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a proposal was received. Violations of this provision may result in the rejection of a proposal.

**23. WITHDRAWAL OF BID**

Bidder may request withdrawal of a sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids.

**24. INDEMNIFICATION**

**A.** The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against El Paso County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensations a sum of money reasonably sufficient to liquidate any and all such lawful claims.

**B.** 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. A 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.

**25. PROOF OF INSURANCE**

Successful bidder agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services limits of not less than the following sums:

- A. For damages arising out of bodily injury to or death of one person in any one accident ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.
- B. For damages arising out of bodily injury to or death of two or more persons in any one accident-THREE HUNDRED THOUSAND AND NO/100 (\$300,000) DOLLARS
- C. For any injury to or destruction of property in any once accident-ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.

Successful bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful bidder. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful bidder to the County.

Insurance is to be placed with insurers having a best rating of no less than A. The Bidder shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Bidder shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity. The County agrees to provide Bidder with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Bidder.

In no event shall the County be liable for any damage to or destruction of any property belonging to the Bidder.

**El Paso County shall be listed as the additional insured on policy certificates and shall be notified of changes to the policy during the contractual period.**

## **26. Conflict of Interest Disclosure Reporting**

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Conflict of Interest Questionnaire (CIQ Form), the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. A list of County employees that will award the bid and make recommendations for award are included in this bid. By law, this questionnaire must be filed with the County Clerk of El Paso County, Texas. For Bidder's convenience, a blank CIQ Form is enclosed with this bid. Blank CIQ Forms may also be obtained by visiting the Purchasing Department website at: <http://epcounty.com/purchasing/bids/default.htm>



It is Bidder's sole responsibility to file a true and complete CIQ Form with the El Paso County Clerk if bidder is required to file by the requirements of Chapter 176. Fax at no charge to El Paso County Clerk at (915) 543-3816. Bidder is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

Chapter 176 specifies deadline for the filing of CIQ Forms (both initial filings and updated filings).

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

**27. NON-COLLUSION AFFIDAVIT**

The contractor declares, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, of that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid are true; and further, that the contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Non negotiations, decisions, or cautions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Bid.

No officer or employee of the County, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking, shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County contracts for this service.

**28. SOVEREIGN IMMUNITY**

The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

## **29. MERGERS, ACQUISITIONS**

The Bidder shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a bid is submitted.

If subsequent to the award of any contact resulting from this Bid the Bidder shall merge or be acquired by another firm, the following documents must be submitted to the County.

1. Corporate resolutions prepared by the awarded Bidder and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
2. New Bidder's Federal Identification Number (FEIN); and
3. New Bidder's proposed operating plans.

Moreover, Bidder is required to provide the County with notice of any anticipated merger or acquisition as soon as Bidder has actual knowledge of the anticipated merger or acquisition. The new Bidder's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval.

## **31. DELAYS**

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Bidder agrees it will make no claim for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Bidder attributed to these delays, should any occur. In addition, Bidder agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

## **32. ACCURACY OF DATA**

Information and data provided through this Bid are believed to be reasonably accurate.

## **33. SUBCONTRACTING/ASSIGNMENT**

Bidder shall not assign, sell, or otherwise transfer its contact in whole or in part without prior written permission of Commissioners' Court. Such consent, if granted, shall not relieve the Bidder of any of its responsibilities under this contract.

## **34. INDEPENDENT CONTRACTOR**

Bidder expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Bidder or its subcontractors perform in providing the requirements stated in the Bid.

## **35. MONITORING PERFORMANCE**

The County shall have the unfettered right to monitor and audit the Bidder's work in every respect. In this regard, the Bidder shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Bidder shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Bidder's work and performance under this contract. In the event any such material is not held by the Bidder in its original form, a true copy shall be provided.

**The County of El Paso is an equal opportunity employer.**

### **36. PROCUREMENT ETHICS**

#### **CODE OF ETHICS-**

#### **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/trainingvendor\\_files/frame.htm](http://www.epcounty.com/ethicscom/trainingvendor_files/frame.htm)

**Vendors are recommended to print out completed training receipt and attach to BID/RFP/RFQ/RFI to verify that it was taken.**

# 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.

# HEALTH INSURANCE BENEFITS QUESTIONNAIRE

Texas Local Government Code Section 262.0271 states the County may give preference to bidders that provide reasonable health insurance coverage to its employees, over a bidder that doesn't provide such insurance. Complete the questionnaire below if applicable. If not, check box #3.

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

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If so, please describe those health insurance benefits that you or your subcontractor(s) currently provide/offer to your employees.

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2. What percentage, if any, of your of your subcontractor's employees are currently enrolled in the health insurance benefits program?

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3.  **No. The bidder is not requesting the Health Insurance Benefits Preference.**

**Checking Box #3 will not disqualify you from participating in this bid selection process.**

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Business Name

---

Date

---

Name of Authorized Representative

---

Signature of Authorized Representative



**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 #13-058, Furnish and Install Fireproof Material (Phase I) in the County of El Paso Jail Annex

Dear Vendor:

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. Attached is a copy of the questionnaire.

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 Carlos Leon  
Commissioner Sergio Lewis  
Commissioner Vicente Perez  
Commissioner – Patrick Abeln

County Employees: Kennie Downing, Purchasing Agent  
Jose Lopez, Jr., Assistant Purchasing Agent  
Pete Gutierrez, Buyer II  
Lucy Balderama, Inventory Bid Technician  
Araceli Hernandez, Inventory Bid Technician  
Elvia Contreras, Formal Bid Buyer  
Edward Dion, County Auditor  
Wallace Hardgrove, Budget & Financial Manager  
Lee Shapleigh, Assistant County Attorney  
Josie Brostrom, Assistant County Attorney  
Michael Martinez, Contract Admin. Manager  
Claudia Duran, Assist. Contract Admin. Manager  
Ernie Carrizal, Public Works Director  
Monique Aguilar, Facilities Manager  
Sal Alonzo, Civil Engineer  
Abel Maldonado, Maintenance Foreman



# 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 # 13-058

**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

**COUNTY OF EL PASO, TEXAS**  
Solicitation Check List  
**Furnish and Install Fireproof Material (Phase I)**  
**in the County of El Paso Jail Annex**  
**Bid #13-058**

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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., Monday, October 21, 2013. Did you visit our website ([www.epcounty.com](http://www.epcounty.com)) for any addendums?

\_\_\_\_\_ Did you sign the Bid?

\_\_\_\_\_ 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?

\_\_\_\_\_ If seeking preference, did you sign the "Health Insurance Benefits Questionnaire"?

\_\_\_\_\_ Did you complete the mandatory Ethics Training Course and include a confirmation print as indicated in page 2?

\_\_\_\_\_ Did you provide two (2) original and three (3) CD copies in Word/PDF Format of your response?