



**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, November 25, 2013 to be opened at the County Purchasing Office the same date for Pest Control Services for Multiple County of El Paso Locations.

**Bids must be in a sealed envelope and marked:  
“Bid to be opened November 25, 2013  
Pest Control Services for Multiple  
County of El Paso Locations  
Bid #13-065”**

**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 Wednesday, November 13, 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



## El Paso County Code of Ethics Training Affidavit

(This form must be signed by an officer, principal, or individual authorized to bind the company under a contract with the County.)

IN COMPLIANCE WITH §161 OF THE TEXAS LOCAL GOVERNMENT CODE, ANY VENDOR INVOLVED IN A SINGLE PROCUREMENT EXCEEDING \$50,000 MUST COMPLETE THE ENCLOSED ETHICS TRAINING BEFORE SUBMITTING A BID OR PROPOSAL WITH THE COUNTY OF EL PASO.

**Purpose:** The stability of democracy depends upon the continuing consent of the governed, which in turn depends upon the trust the electorate holds for its government. The Ethics Commission of the County of El Paso, Texas, in concert with elected county officials, as well as leaders of the various county departments, recognizes the need to maintain the public trust and confidence in the workings of county government and thus adopts this Code of Ethics.

**What is a vendor?:**

Any person or their representative or employee whose goods and services are purchased under the terms of a purchase order or contractual agreement with the county; and any other persons doing business with the County.

**Procurement:** In advising upon, discussing, recommending, and/or granting any County purchases, bids or contracts, County public servants shall inform themselves about their financial interests, and shall make a reasonable effort to inform themselves about the financial interest of their family members.

County public servants shall excuse themselves from exercising influence, participating in, discussing, recommending, and/or granting of any County purchases, bids, or contracts if they or a family member have a substantial financial interest.

**Private Communication:** No member of the El Paso County Commissioners Court, County Elected Officials/Department Heads or the El Paso County Hospital District Board of Managers shall permit any vendor, its lobbyists, representative, or employee to communicate with him privately regarding any procurement of items by the County or the Hospital District from the date that the bid, RFP, or RFQ is authorized or released, whichever is first. No private communication regarding the purchase shall be permitted by a member of the Commissioners Court, a county elected official/department head, or



## El Paso County Code of Ethics Training Affidavit (continued)

the hospital district board of managers until the procurement process is complete and a purchase order is granted or a contract is entered into.

Members of the Commissioners Court, county elected officials/department heads and the board of managers shall make a reasonable effort to inform themselves regarding procurements and shall have a duty to inquire of vendors, their lobbyists, representatives, or employees, the nature of the private communication being sought prior to engaging in any communication.

This prohibition against private communication with vendors, their lobbyists, representatives, or employees shall apply to commissioners court approval of hospital district purchases.

I \_\_\_\_\_ am an officer, principal, or individual  
(Full Name)  
authorized to bind the company, known as

\_\_\_\_\_  
(Company name)

By reading and signing this document, I confirm that I have been trained in the County of El Paso's Code of Ethics. I understand that any contact by myself or any representative of the company with a County of El Paso official or county employee, other than those shown on the RFP or bid documents shall cause the bid or proposal to be immediately disqualified from consideration of award.

Name \_\_\_\_\_

Title \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



**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

**Description – Bid #13-065**  
**Pest Control Services for Multiple County of El Paso Locations**  
Vendor must meet or exceed specifications

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 three (3) CD copies in Word Format of your bid. Make sure that your CD copies include everything that is in your original hard copy.**

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

\_\_\_\_\_  
DUNS Number

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

\_\_\_\_\_  
Telephone Number include area code

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Fax Number include area code

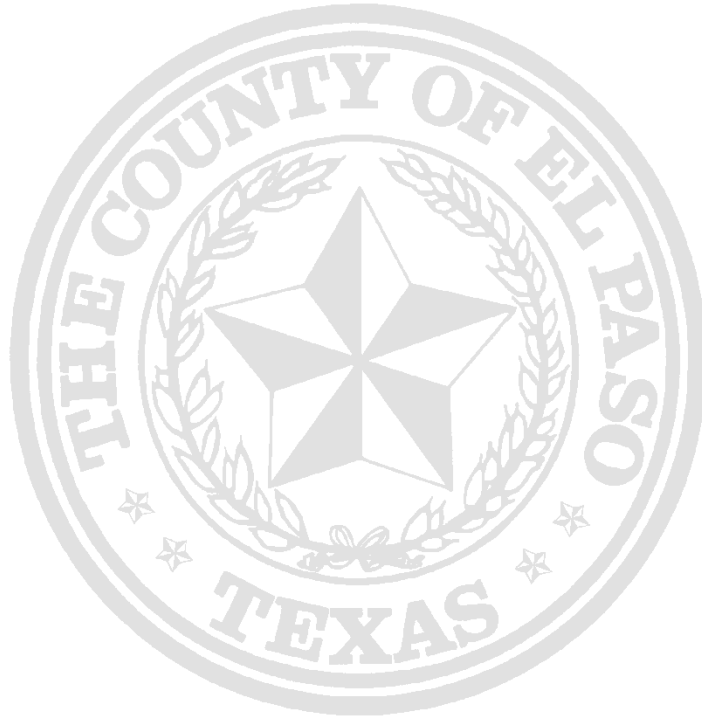
\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

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

# **Pest Control Services for Multiple County of El Paso Locations**

**Bid #13-065**



**Opening Date  
Monday, November 25, 2013**

**A. SUMMARY:** The County of El Paso is seeking Bids from qualified vendors to perform pest control service at multiple County locations. It is the intent of the County to award ONE contract to ONE Vendor with the lowest total cost of all locations combined. The County seeks to award a 3-year fixed price contract.

**B. PEST CONTROL SERVICE LOCATIONS AND SCOPE OF WORK:**

Responsible Department: Public Works Facilities Management  
 How Often: Quarterly (Line 1) & Monthly (Lines 2-19)

NO.	LOCATION	APPLICATION	ADDRESS	APPROX. SF	PESTS
1	Agua Dulce Community Center (Quarterly)	Interior & Exterior Bldg. Perimeter	15371 Kentwood	3,000	Roaches/Ants/Spiders Scorpions/Centipedes
2	Cebada Warehouse (Purchasing)	Interior & Exterior	163 N. Cebada	3,000	Roaches/Ants/Spiders
3	Courthouse	Interior & Exterior	500 E. San Antonio	398,968	Roaches/Ants/Spiders
4	Family & Youth Services Center	Exterior Bldg. Perimeter	6413 Delta	20,000	Roaches/Ants/Spiders
5	Ascarate Annex	Exterior Bldg. Perimeter	301 Manny Martinez	14,000	Roaches/Ants/Spiders
6	JP6, Place 2	Exterior Bldg. Perimeter	14608 Gregg	1,344	Roaches/Ants/Spiders
7	Los Portales Museum	Exterior Bldg. Perimeter	1585 San Elizario	1,734	Roaches/Ants/Spiders
8	MDR Building (County Side Only)	Interior & Exterior	800 E. Overland	158,000	Roaches/Ants/Spiders
9	Medical Examiner (1 <sup>st</sup> Floor Only)	Interior & Exterior	4505 Alberta	24,346	Roaches/Ants/Spiders
10	Mission Valley Annex	Exterior Bldg. Perimeter	190 San Elizario Rd.	13,440	Roaches/Ants/Spiders
11	Northeast Annex	Exterior Bldg. Perimeter	4641 Cohen	13,600	Roaches/Ants/Spiders
12	Sheriff HQ (County Side)	Interior & Exterior	3850 Justice	25,000	Roaches/Ants/Spiders
13	Warehouse Rosa/Estrella	Exterior Bldg. Perimeter	3209 Rosa	5,112	Roaches/Ants/Spiders
14	Ysleta Annex A & B	Exterior Bldg. Perimeter	9521 Socorro Rd.	28,000	Roaches/Ants/Spiders
15	R&B On-Site	Interior & Exterior	14612 Gregg	1,500	Roaches/Ants/Spiders
16	R&B Canutillo	Interior & Exterior	191 Canutillo Ave.	5,360	Mice/Roaches/Ants/Spiders
17	R&B Fabens	Interior & Exterior	1331 N. Fabens	31,000	Mice/Roaches/Ants/Spiders
18	R&B Montana Vista	Interior & Exterior	14698 Van Lane	4,000	Mice/Roaches/Ants/Spiders
19	R&B Tornillo Port of Entry	Interior & Exterior	1398 Lower Island Rd.	3,300	Mice/Roaches/Ants/Spiders

Responsible Department: Juvenile Probation Department  
 How Often: Exterior-Quarterly or as needed / Interior-Monthly

NO.	LOCATION	APPLICATION	ADDRESS	APPROX. SF	PESTS
1	Juvenile Probation Department	Exterior ( <i>Quarterly</i> ) / Interior ( <i>Monthly</i> )	6400 Delta Dr.	120,859	Mice/Ants/Roaches/Spiders

Responsible Department: Nutrition Department  
 How Often: Monthly

NO.	LOCATION	APPLICATION	ADDRESS	APPROX. SF	PESTS
1	Canutillo	Interior	7361 Bosque Rd., Canutillo, TX 79835	3,812	Mice/Ants/Roaches
2	Chihuahuita Center	Interior	439 Charles, 79901	1,500	Mice/Ants/Roaches
3	Clint Center	Interior	200 N. San Elizario, Clint, TX 79836	3,000	Mice/Ants/Roaches
4	Fabens Center	Interior	201 Camp, Fabens, TX 79838	6,173	Mice/Ants/Roaches
5	Friendly Center	Dining Area/Bathrooms	2215 Murchison, 79930	7,040	Mice/Ants/Roaches
6	Hilos De Plata Center	Interior	4451 Delta Dr., 79905	3,500	Mice/Ants/Roaches
7	McCall Center	Interior	3231 Wyoming, 79902	2,000	Mice/Ants/Roaches
8	San Elizario Center	Interior	1156 Church St., San Elizario, TX 79849	2,000	Mice/Ants/Roaches
9	San Juan Center	Interior	700 N. Glenwood, 79905	2,500	Mice/Ants/Roaches
10	Seville Center	Interior	6700 Sambrano, 79905	1,000	Mice/Ants/Roaches
11	Westside Center	Interior	650 Wallenberg, 79912	3,200	Mice/Ants/Roaches



Responsible Department: Sheriff's Offices  
How Often: Monthly

NO.	LOCATION	APPLICATION	ADDRESS	APPROX. SF	PESTS
1	Headquarters	Interior (2) floors/Exterior (perimeter)	3850 Justice Dr.	74,000	Roaches/Ants/Spiders/Mice/Scorpions
2	Jail Annex Complex	Interior & Exterior	12501 Montana, Bldg. A	231,576	Roaches/Ants/Spiders/Mice/Scorpions
3	Jail Annex Kitchen	Interior	12501 Montana, Bldg. A	9,024	Roaches/Ants/Spiders/Mice/Scorpions
4	Academy Building	Interior & Exterior	12501 Montana, Bldg. B	24,444	Roaches/Ants/Spiders/Mice/Scorpions
5	Patrol Montana Station	Interior & Exterior	12501 Montana, Bldg. C	8,160	Roaches/Ants/Spiders/Mice/Scorpions
6	Firing Range Building	Interior & Exterior	12501 Montana, Bldg. D	4,864	Roaches/Ants/Spiders/Mice/Scorpions
7	Maintenance Section	Interior & Exterior	12501 Montana, Bldg. E	7,150	Roaches/Ants/Spiders/Mice/Scorpions
8	Motorpool Section	Interior & Exterior	12501 Montana, Bldg. E	7,150	Roaches/Ants/Spiders/Mice/Scorpions
9	Sparks Sub-Station	Interior & Exterior	12899 Sparks Dr.	9,150	Roaches/Ants/Spiders/Mice/Scorpions
10	Fabens Sub-Station	Interior & Exterior	201 NW Camp	673	Roaches/Ants/Spiders/Mice/Scorpions
11	Clint Sub-Station	Interior & Exterior	190 San Elizario	5,939	Roaches/Ants/Spiders/Mice/Scorpions
12	Jail Detention Center <b>(NOTE: Service for the kitchen area of the facility shall be scheduled to start after 18:30 Hrs.)</b>	Interior & Designated areas: <i>Outdoor Perimeter; Mechanical Rooms, Electrical Rooms, Plumbing Shafts, Storage Areas; 12<sup>th</sup> Floor Sun Porch Area; Basement Boiler Room, Maintenance Office; Kitchen (including warehouse, trash room, storage areas); 1<sup>st</sup> and 2<sup>nd</sup> Floors Office, Storage Areas.</i>	601 E. Overland	312, 453	Roaches/Ants/Spiders Mice/Fleas/Lice/Gnats/Flies/Mosquitoes
13	Jail Detention Center (Fly Trap Service) (Apr. 1- Sep. 30)	Food Service Area: <i>For 6 months, provide, install and service (4) electrically operated fly traps. To include maintaining lamps and frequently replacing the glue boards.)</i>	601 E. Overland	1 each, Dining Rm. 760 2 each, Kitchen 3,300 1 each, Bay-5 600	Flies

The Vendor shall provide pest control quarterly or monthly as indicated at each location. Vendor shall provide call-back service at no charge in between regularly scheduled service if problems are reported.

1. Pesticides shall meet and be administered in accordance with all local, state, and Federal Insecticide, Fungicide, and Rodenticide Act regulations. *All pesticides used by vendor must be registered (licensed) by the EPA, and use of each registered pesticide must be consistent with use directions contained on the label or labeling.*
2. Each location shall be scheduled on a consistent recurring schedule. For example: 1<sup>st</sup> Tuesday of each month in the afternoon. The schedule shall be approved by the County prior to commencing services.
3. The vendor shall provide notice to the County 48 hours prior to any indoor chemical treatment so that a notice may be posted for the employees and the public.
4. The Vendor shall bill each location separately at the end of the month in which services are rendered, as directed by the Project Manager for each department upon award of the bid.
5. The Vendor must guarantee the fees and prices offered in this bid are fixed through September 30, 2016.
6. Upon expiration, the agreement shall automatically convert to a month-to-month contract not to exceed 6 months, under the same terms and conditions of this bid, which is cancellable by either part thereafter with 30 days notice.
7. The County reserves the right to add locations at its discretion. The prices for these additional locations shall be mutually agreed upon by both parties.
8. The County reserves the right to delete locations at its discretion with 15 days written notice and without penalty.

**C. MINIMUM QUALIFICATIONS:**

1. Company must have been in the business of commercial pest control for the period of three years.
2. Company shall be licensed by the Texas Department of Agriculture to perform pest control services per the Texas Structural Pest Control Act section 1951.301.
3. Vendor must have one licensed Certified Commercial Applicator on staff. Vendor shall employ only persons duly licensed by the State of Texas to perform the work required under this Contract.
4. All pesticides shall comply with local, state, and federal regulations as applicable and be administered in accordance with the regulations and product specifications.
5. Vendor must supply with their bid all Material Safety Data Sheets for the products used for this project and report any changes to the product immediately.

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

- i. Full Name: First, Middle, Last
- ii. Home Address
- iii. Date of Birth
- iv. Driver's License or State ID Number
- v. Social Security Number

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

#### **D. SUBMITTAL FORMAT**

All proposals shall include the following, in the order listed:

1. *Transmittal Letter*: Include a brief introduction to your firm and your interest in this contract; give main contact name, phone number, fax number, and email address, if available. This letter must be signed by an individual authorized to bind the company in any contract with the County.
2. *Proposal*: Include complete details of extent of service offered, background of the company, number of years in business, copy of Texas Department of Agriculture Pest Control license for the company, copy of Certified Commercial Applicator license, any other applicable licenses for the company and staff, MSDS sheets for proposed chemicals used, how the company intends to comply with the Scope of Work described in this bid. Any other related services offered that may be of interest to the County.
3. *Pricing*: Provide pricing on the BID PRICE SHEET enclosed with this bid.
4. *References*: List at least three firms that you are currently providing similar services under a contract. Provide company name, address, contact name, phone number and e-mail address.

**LEGAL IDENTIFICATION AND QUALIFICATIONS**

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

DUNS # (if applicable) \_\_\_\_\_

Legal description of business (Corp, LLC, LLP, etc) \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Owners, President, Interested Parties: \_\_\_\_\_

Number of years in business: \_\_\_\_\_

Defaulted/Cancelled Contracts? \_\_\_\_\_ Yes \_\_\_\_\_ No

If Yes, Explain \_\_\_\_\_

Current Business(es) Under Same Ownership \_\_\_\_\_

\_\_\_\_\_

Former Business(es) Under Same Ownership \_\_\_\_\_

\_\_\_\_\_

## REFERENCES

Company Name:	
Address:	
Contact Name:	
Phone:	
E-mail:	
Work Performed:	

Company Name:	
Address:	
Contact Name:	
Phone:	
E-mail:	
Work Performed:	

Company Name:	
Address:	
Contact Name:	
Phone:	
E-mail:	
Work Performed:	

## **Public Works Facilities Management**

No.	LOCATION	APPLICATION	ADDRESS	APPROX SF	PESTS	MONTHLY RATE
1	Agua Dulce Community Center (Quarterly)	Interior & Exterior Bldg Perimeter (Quarterly)	15371 Kentwood	3,000	Roaches/Ants/Spiders	\$ /Qtr
2	Cebada Warehouse (Purchasing)	Interior & Exterior	163 N. Cebada	3,000	Roaches/Ants/Spiders	\$
3	Courthouse	Interior & Exterior	500 E. San Antonio	398,968	Roaches/Ants/Spiders	\$
4	Family & Youth Services Center	Exterior Bldg Perimeter	6413 Delta	20,000	Roaches/Ants/Spiders	\$
5	Ascarate Annex	Exterior Bldg Perimeter	301 Manny Martinez	14,000	Roaches/Ants/Spiders	\$
6	JP6 Place 2	Exterior Bldg Perimeter	14608 Gregg	1,344	Roaches/Ants/Spiders	\$
7	Los Portales Museum	Exterior Bldg Perimeter	1585 San Elizario	1,734	Roaches/Ants/Spiders	\$
8	MDR Building (County Side Only)	Interior & Exterior	800 E. Overland	158,000	Roaches/Ants/Spiders	\$
9	Medical Examiner (1 <sup>st</sup> Floor Only)	Interior & Exterior	4505 Alberta	24,346	Roaches/Ants/Spiders	\$
10	Mission Valley Annex	Exterior Bldg Perimeter	190 San Elizario Rd	13,440	Roaches/Ants/Spiders	\$
11	Northeast Annex	Exterior Bldg Perimeter	4641 Cohen	13,600	Roaches/Ants/Spiders	\$
12	Sheriff HQ (County Side)	Interior & Exterior	3850 Justice Rd	25,000	Roaches/Ants/Spiders	\$
13	Warehouse Rosa/Estrella	Exterior Bldg Perimeter	3209 Rosa	5,112	Roaches/Ants/Spiders	\$
14	Ysleta Annex A & B	Exterior Bldg Perimeter	9521 Socorro Rd	28,000	Roaches/Ants/Spiders	\$
15	R&B On Site	Interior & Exterior	14612 Gregg	1,500	Roaches/Ants/Spiders	\$
16	R&B Canutillo	Interior & Exterior	191 Canutillo Ave	5,360	Mice/Roaches/Ants/Spiders	\$
17	R&B Fabens	Interior & Exterior	1331 N. Fabens	31,000	Mice/Roaches/Ants/Spiders	\$
18	R&B Montana Vista	Interior & Exterior	14698 Van Lane	4,000	Mice/Roaches/Ants/Spiders	\$
19	R&B Tornillo Port of Entry	Interior & Exterior	1398 Lower Island Rd.	3,300	Mice/Roaches/Ants/Spiders	\$
Quarterly Total (Line #1)						\$ Qtr
Monthly Total (Lines #2-19)						\$ /Mo
Annual Total (Quarterly x 4) + (Monthly x12)						\$

### **COST FOR EACH ADDITIONAL LOCATION ADDED AFTER AWARD OF INITIAL CONTRACT:**

A	Interior & Exterior Roaches/Ants/Spiders	\$ /sf
B	Exterior Bldg Perimeter Roaches/Ants/Spiders	\$ /sf
C	Interior & Exterior Mice/Roaches/Ants/Spiders	\$ /sf
D	Exterior Bldg Perimeter Mice/Roaches/Ants/Spiders	\$ /sf

## Juvenile Probation Department

No	LOCATION	APPLICATION	ADDRESS	APPROX SF	PESTS	RATE	
1	Juvenile Probation Department	Exterior ( <i>Quarterly</i> ) Interior ( <i>Monthly</i> )	6400 Delta Dr.	120,859	Mice/Ants/Roaches/Spiders	\$	
						Quarterly Total (Exterior)	\$ /Qtr
						Monthly Total (Interior)	\$ /Mo
						Annual Total (Quarterly x 4) + (Monthly x 12)	\$

### **COST FOR EACH ADDITIONAL LOCATION ADDED AFTER AWARD OF INITIAL CONTRACT:**

A	Interior & Exterior Roaches/Ants/Spiders	\$ /sf
B	Exterior Bldg Perimeter Roaches/Ants/Spiders	\$ /sf
C	Interior & Exterior Mice/Roaches/Ants/Spiders	\$ /sf
D	Exterior Bldg Perimeter Mice/Roaches/Ants/Spiders	\$ /sf

## Nutrition Department

NO	LOCATION	APPLICATION	ADDRESS	APPROX SF	PESTS	MONTHLY RATE	
1	Canutillo Center	Interior	7361 Bosque Rd.		Mice/Ants/Roaches	\$	
2	Chihuahuita Center	Interior	439 Charles		Mice/Ants/Roaches	\$	
3	Clint Center	Interior	200 N. San Elizario		Mice/Ants/Roaches	\$	
4	Fabens Center	Interior	201 Camp		Mice/Ants/Roaches	\$	
5	Friendly Center	Dining Area/Bathrooms	2215 Murchison		Mice/Ants/Roaches	\$	
6	Hilos De Plata Center	Interior	4451 Delta Dr.		Mice/Ants/Roaches	\$	
7	McCall Center	Interior	3231 Wyoming		Mice/Ants/Roaches	\$	
8	San Elizario Center	Interior	3231 Wyoming		Mice/Ants/Roaches	\$	
9	San Juan Center	Interior	700 N. Glenwood		Mice/Ants/Roaches	\$	
10	Seville Center	Interior	6700 Sambrano		Mice/Ants/Roaches	\$	
11	Westside Center	Interior	650 Wallenberg		Mice/Ants/Roaches	\$	
						Monthly Total (Lines #1-11)	\$
						Annual Total (Monthly x 12)	\$

### **COST FOR EACH ADDITIONAL LOCATION ADDED AFTER AWARD OF INITIAL CONTRACT:**

A	Interior & Exterior Roaches/Ants/Spiders	\$ /sf
B	Exterior Bldg Perimeter Roaches/Ants/Spiders	\$ /sf
C	Interior & Exterior Mice/Roaches/Ants/Spiders	\$ /sf
D	Exterior Bldg Perimeter Mice/Roaches/Ants/Spiders	\$ /sf

**Sheriff's Offices**

NO	LOCATION	APPLICATION	ADDRESS	APPRO X SF	PESTS	MONTHLY RATE
1	Headquarters	Interior (2) floors/Exterior (perimeter)	3850 Justice Dr.	74,000	Roaches/Ants/Spiders/Mice/Scorpions	\$
2	Jail Annex Complex	Interior & Exterior	12501 Montana, Bldg. A	231,576	Roaches/Ants/Spiders/Mice	\$
3	Jail Annex Kitchen	Interior	12501 Montana, Bldg. A	9,024	Roaches/Ants/Spiders/Mice	\$
4	Academy Building	Interior & Exterior	12501 Montana, Bldg. B	24,444	Roaches/Ants/Spiders/Mice	\$
5	Patrol Montana Station	Interior & Exterior	12501 Montana, Bldg. C	8,160	Roaches/Ants/Spiders/Mice	\$
6	Firing Range Building	Interior & Exterior	12501 Montana, Bldg. D	4,864	Roaches/Ants/Spiders/Mice	\$
7	Maintenance Section	Interior & Exterior	12501 Montana, Bldg. E	7,150	Roaches/Ants/Spiders/Mice	\$
8	Motorpool Section	Interior & Exterior	12501 Montana, Bldg. E	7,150	Roaches/Ants/Spiders/Mice	\$
9	Sparks Sub-Station	Interior & Exterior	12899 Sparks Dr.	9,150	Roaches/Ants/Spiders/Mice	\$
10	Fabens Sub-Station	Interior & Exterior	201 NW Camp	673	Roaches/Ants/Spiders/Mice	\$
11	Clint Sub-Station	Interior & Exterior	190 San Elizario	6,939	Roaches/Ants/Spiders/Mice	\$
12	Jail Detention Center	Interior & Designated areas <i>(As indicated)</i>	601 E. Overland	312,453	Roaches/Ants/Spiders/Mice/ Fleas/Lice/Gnats/Flies/ Mosquitoes	\$
13	Jail Detention Center – Fly Trap Service (6 Mo. Service)	Food Service Area	601 E. Overland	<i>(See measurements above)</i>	Flies	\$ /Mo
					Monthly Total (Lines #1-13)	\$
					Annual Total (Monthly x 12) + (Fly Trap x 6)	\$

**COST FOR EACH ADDITIONAL LOCATION ADDED AFTER AWARD OF INITIAL CONTRACT:**

A	Interior & Exterior Roaches/Ants/Spiders	\$ /sf
B	Exterior Bldg Perimeter Roaches/Ants/Spiders	\$ /sf
C	Interior & Exterior Mice/Roaches/Ants/Spiders	\$ /sf
D	Exterior Bldg Perimeter Mice/Roaches/Ants/Spiders	\$ /sf



# 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 relive 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:

**INSURANCE REQUIREMENTS FOR CONSTRUCTION AND OTHER SERVICES  
PROVIDED TO THE COUNTY OF EL PASO**

**GENERAL LIABILITY:**

\$1,000,000 – Each Occurrence  
\$1,000,000 – General Aggregate  
\$1,000,000 – Personal & Advertising Injury  
\$1,000,000 – Products/Completed Operations – Aggregate  
    \$5,000 – Premises Medical Expense  
    \$500,000 – Fire Legal Damage Liability  
County named as “Additional Insured”  
Waiver of Subrogation

**AUTOMOBILE:**

\$1,000,000 – Each Occurrence  
County named as “Additional Insured”  
Waiver of Subrogation

**WORKERS COMPENSATION:**

\$1,000,000 – Employers Liability – Each Accident  
\$1,000,000 – Employers Liability – Each Employee  
\$1,000,000 – Employers Liability – Disease – Policy Limit  
Statutory Limits  
Waiver of Subrogation

**CONSTRUCTION PROJECTS additional requirements:**

Builders Risk Policy for total amount of completed project  
Bid Bond  
Performance & Payment Bond

**PROFESSIONAL SERVICES additional requirements:**

Limit of \$1,000,000 for E&O/Professional Insurance.

**CERTIFICATE OF LIABILITY INSURANCE**

In the remarks section should include job description or project name and/or number.

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. If no conflict of interest exists, write "N/A" or "None" in Box 3 of the CIQ Form. 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>

**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.

No 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 contract 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 contract 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 TRAINING AFFIDAVIT FORM**

**El Paso County Code of Ethics Training Requirement for Vendors:**

Any vendor involved in a single procurement exceeding \$50,000 must read and sign the El Paso County Code of Ethics Training Affidavit that is included in each bid packet. **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 Vendors That Have Completed Ethics Training. This training requirement does not apply to emergency purchases.

**Training:** Complete the El Paso County Code of Ethics Training Affidavit that is included in each bid packet, or 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 may be accessed and completed at:**

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

**The training receipt should be printed out and included with the BID/RFP/RFQ/RFI.**

# 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

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Date

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Name of Authorized Representative

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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 #13-065, Pest Control Services for Multiple County of El Paso Locations

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  
Monique Aguilar, Facilities Manager  
Myrna Ruz, Buyer

# 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 # 13-065

**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*

**Pest Control Services for Multiple County of El Paso Locations  
Bid #13-065**

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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, November 25, 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 sign and complete the required “Ethics Training Affidavit Form”?

\_\_\_\_\_ Did you provide one original and three (3) CD copies in Word Format of your response? Does your CD copies include everything that is in your original hard copy?

