



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

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., Friday, December 27, 2013 to be opened at the County Purchasing Office the same date for Cabling Services for the New Northwest Annex Building.

**Bids must be in a sealed envelope and marked:
"Bid to be opened Friday, December 27, 2013
Cabling Services for the New
Northwest Annex Building
Bid #13-071"**

Do not contact the requesting department. Any questions or additional information required by interested vendors must be emailed to: bidquestions@epcounty.com before 12/20/2013, 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 ;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

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. /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 #13-071 Cabling Services for the New Northwest Annex Building 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 four (4) CD copies in Word/PDF Format of your bid. The CD copies should reflect everything that is in the 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
_____ 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*****

Cabling Services for the New Northwest Annex Building

Bid #13-071



**Opening Date
Friday, December 27, 2013**

SECTION 1 –REQUIREMENTS AND GUIDELINES

INTRODUCTION

The County of El Paso (“County”) is issuing this Request for Bid to qualified companies with the ability to provide equipment, labor and installation of a structured Telecommunications cabling system for the Northwest Annex, located at 435 Vinton Road, Vinton TX 79821. The Northwest Annex is currently under construction and is expected to be completed approximately March 2014.

1. SCHEDULE

The following schedule of activities is planned. Any changes will be communicated to the prospective vendors from the Purchasing Agent, El Paso County.

Events	Dates
Release/Advertise	December 8, & 15, 2013
Responses Due	December 27, 2013

2. VENDOR QUALIFICATION

A representative of the County of El Paso will evaluate bids only from experienced, highly qualified IT cabling companies (hereafter "VENDOR(s)") that have proven successful experience in supplying and installing of a structured Telecommunications cabling system into new construction. The VENDOR's response to this bid solicitation must document and qualify this experience.

3. SUBMITTAL INFORMATION

VENDORS that have submitted bids are considered earnest participants and must conform to the following processes after submission.

3.1 SUBMITTALS

All prospective VENDORS must submit one (1) original and four (4) DVD or CD copies of their bid, contract(s), terms and conditions for this project. The CD copies should reflect everything that is in the original hard copy.

3.2 PRICING AND COSTS

The COUNTY believes the numbers used as item quantities on the Bid Price Sheet are a reasonably accurate estimate; however, the actual quantity may be more or less than the estimate, and shall not be the basis for any change in the contract per unit price. Additionally, estimates are minimums, but not guaranteed minimums, and the contract cost can increase so long as the unit costs remain the same and increased funds are appropriated in the budget.

As this project is considered “new construction”, **Prevailing Wages shall apply.**

3.3 JOINT SUBMISSIONS AND MULTIPLE VENDORS

Unless a bidder is submitting a joint bid, the bidder represents and warrants that by submitting its bid it did not conspire with any other vendor to set prices in violation of anti-

trust laws. A proposal submitted by two or more VENDORS participating jointly in one proposal may be submitted, but one vendor must be identified as the prime contractor and the other as the subcontractor. The COUNTY assumes no responsibility or obligation for the division of orders or purchases among joint subcontractors. Furthermore, all subcontractors must meet the same expectations and requirements of the Solicitation.

4 RESPONSE FORMAT

VENDOR responses to the SOLICITATION must follow the forms and format provided. Additional information can certainly be provided but not in lieu of the prescribed format. It is intended that the technical and application data be presented separate from the cost data and that the cost data contain no technical data.

5 RESPONSE FORMAT

VENDOR responses to the SOLICITATION must follow the forms and format provided in **Appendix A**. Additional information can certainly be provided but not in lieu of the prescribed format. It is intended that the technical and application data be presented separate from the cost data and that the cost data contain no technical data. Please refer to Appendix A for further explanations of each section.

6. VENDOR REFERENCES

Bids must include references of other entities that are currently utilizing the proposed equipment. The references are mandatory. The references must clearly establish that the proposed equipment is in production usage. The COUNTY is interested in receiving quality service on the listed equipment. The references must include projects that are similar to The COUNTY project in terms of scope and complexity.

7. VENDOR DEMONSTRATIONS

The COUNTY reserves the right to seek clarification or additional information from any vendor throughout the solicitation process, including a demonstration of the equipment proposed. The COUNTY may require a VENDOR's representative to answer questions during the evaluation process with regard to the VENDOR's bid. Failure of a bidder to demonstrate that the claims made in its bid are in fact true may be sufficient cause for deeming a bid non-responsive. If the Evaluation Committee requests a demonstration of the proposed equipment, the demonstration will be arranged by the VENDOR at a site that is agreeable to the COUNTY.

8. EVALUATION PROCESS

All responses received in compliance with the terms and conditions of COUNTY PURCHASING will be reviewed and evaluated by an Evaluation Committee. The Evaluation committee will be comprised of members from the Information Technology Department and the department stakeholders.

Please See **Appendix B** for the Evaluation Criteria.

Although some factors are weighted more than others, all are considered necessary, and a bid must be technically acceptable in each area to be eligible for award. With regards to pricing, The COUNTY reserves the right, in its sole discretion, to reject any bid whose

price is outside of the competitive range. Recommendations from the Evaluation Committee will be presented to the Commissioners' Court for award.

9. NON-RESPONSIVE BIDS

Any bid that does not directly address the needs of The COUNTY as described in the SOLICITATION will be considered non-responsive and will not be considered. A proposal that does not prove the VENDOR's ability to furnish a suitable solution, based on experience and references, as well as response to the equipment requirements in the SOLICITATION, will not be considered.

10. AWARD

The Evaluation Committee will make a final recommendation for award of the contract by Commissioners Court. THE COUNTY reserves the right to make only one award, multiple awards or to reject any or all bids submitted in whole or in part. THE COUNTY further reserves the right to make no award and to modify or cancel, in whole or in part, this bid.

SECTION 2 – SPECIFICATIONS

1. INTENT

This document is issued as a request for quote for the supply and installation of a structured Telecommunications cabling system for the County of El Paso. The structured cabling system will support voice, data, and imaging applications within the facility located at a County of El Paso Building. This document describes the system requirements to be met. Bid shall include all materials, design, engineering, and installation, for the structured cabling system. Please refer to the attached Northwest Annex IT design layout.

2. CURRENT ENVIRONMENT & STANDARDS

The COUNTY is currently an industry standardized networking system. This solicitation is for cabling, parts that will easily integrate into the COUNTY existing network. If the COUNTY determines that a competing product does not meet the current standards, and it is not in the best interest of the COUNTY to invest into the product, or the product would require additional resources to install, train or operate, thereby indirectly impacting operating budgets, they have the option to disqualify the Vendors bid. The winning bidder must provide a complete price per unit including warranty and support for all products proposed in their bid.

MINIMUM SPECIFICATIONS: The specifications listed are to be interpreted as meaning the minimum required by the COUNTY. VENDOR commits to provide goods/services that are consistent with the COUNTY's specifications in every regard unless an exception is clearly noted. The COUNTY may accept a bid subject to an exception if, in the sole judgment of the COUNTY, the bid meets or exceeds the COUNTY's specifications. If the goods/services offered do not meet or exceed the COUNTY's specifications because of the exception, the COUNTY will consider the bid non-responsive.

3. VENDOR AND EQUIPMENT SPECIFICATIONS

QUALITY ASSURANCE / QUALIFICATIONS OF THE CONTRACTOR

The Contractor shall at a minimum possess the following qualifications:

- Be in business a minimum of five (5) years.
- Contractor shall demonstrate satisfaction of sound financial condition and can be adequately bonded and insured if the project deems necessary.
- Possess those licenses/permits required to perform telecommunications installations in the specified jurisdiction.
- Personnel knowledgeable in local, state, province and national codes and regulations. All work shall comply with the latest revision of the codes or regulations. When conflict exists between local or national codes or regulations, the most stringent codes or regulations shall be followed.
- Must possess current liability insurance certificates.
- Contractor must be registered with Building Industry Consulting Services International (BICSI).
- Must have personnel fluent in the use of Computer Aided Design and possess and operate CAD software using .DWG or .DXF format.

REQUIRED CONTRACTOR TRAINING

The Contractor shall be fully conversant and capable in the cabling of low voltage applications such as, but not limited to data, voice and imaging network systems. The Contractor shall at a minimum possess the following qualifications:

- Personnel trained and certified in the design of the Panduit or Siemen Cabling System. Personnel trained and certified to install the Panduit or Siemen Cabling System. The Designer and Installer shall show proof of current certification in Panduit or Siemen Cabling. Provide references of the type of installation provide in this specification.
- Personnel trained and certified in fiber optic cabling, splicing, termination and testing techniques. Personnel must have experience using a light meter and OTDR.
- Personnel trained in the installation of pathways and support for housing horizontal and backbone cabling.

CONTRACTOR RESPONSIBILITY

- Contractor shall be obligated to exercise the highest standard of care in performing its obligations as defined in this request for bid.
- Contractor acknowledges that the County of El Paso will rely on contractor's expertise, ability and knowledge of the system being proposed and shall be obligated to exercise the highest of standard care in performing its obligation as defined in the following Scope of Work.

MANUFACTURER QUALITY & PRODUCT SUBSTITUTIONS

- All telecommunications connecting hardware and cable must be made by an ISO 9001 Certified Manufacturer Industry requirements
- The following installation, documentation, component and system industry specifications shall be met or exceeded:
 - ANSI/TIA/EIA-568-B.1 and addenda
"Commercial Building Telecommunications Cabling Standard - Part 1: General Requirements"
 - ANSI/TIA/EIA-568-B.2 and addenda
"Commercial Building Telecommunications Cabling Standard - Part 2: Balanced Twisted-Pair"
 - ANSI/TIA/EIA-568-B.3 and addenda
"Commercial Building Telecommunications Cabling Standard - Part 3: Optical Fiber Cabling and Components Standard"
 - ANSI/TIA/EIA-569-B and addenda
" Commercial Building Standard for Telecommunications Pathways and Spaces"
 - ANSI/TIA/EIA-606-A and addenda
" Administration Standard for the Telecommunications Infrastructure of Commercial Buildings"
 - ANSI-J-STD-607-A and addenda

"Commercial Building Grounding and Bonding Requirements for Telecommunications"

- ANSI/TIA/EIA-526-7
"Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant"
- ANSI/TIA/EIA-526-14A
"Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant"
- IEC/TR3 61000-5-2 - Ed. 1.0 and amendments
"Electromagnetic compatibility (EMC) - Part 5: Installation and mitigation guidelines - Section 2: Earthing and cabling"
- ISO/IEC 11801:2002 Ed2.0 and amendments
"Information technology - Generic cabling for customer premises"
"Information Technology - Generic cabling systems"

BALANCED TWISTED-PAIR PRODUCT SPECIFICATIONS

In addition to meeting the category 6 specifications outlined in ANSI/TIA/EIA-568-B.2-10, the requirements in this section must also be met for all applicable balanced twisted-pair products.

OUTLETS

All category 6 outlets designed for termination of twisted-pair category 6 copper cables must possess the following characteristics at the minimum:

- Labeling must be used.
- Labeling mappings must be provided.
- Termination must follow category 6 standards.
- Quad face plates must be used, unless otherwise identified in the project scope of work.

PATCH CORDS

The following category 6 patch cords are required for this project:

- Patch cables must be factory made per category 6 specifications.
- 6 or 3 ft. Patch cords provided for the data closets (Pending COUNTY determination).
- 14 ft. Patch Cords provided for all end user cable drops.
- All Patch Cables will use proper cable management in the data closets.
- Cable management provided for all data racks provided by contractor.

PATCH PANELS

All termination panels shall facilitate cross-connection and inter-connection using modular patch cords and shall conform to EIA standard, 19 inch relay rack mounting requirements.

OPTICAL FIBER PRODUCT SPECIFICATIONS

In addition to meeting the specifications outlined in ANSI/TIA/EIA-568-B.3 and ISO/IEC 11801:2000 Ed2.0, the requirements in this section must also be met for all applicable optical fiber products as listed below.

OUTLETS/ADAPTERS/CONNECTORS

All optical fiber outlets/adapters shall meet the following characteristics:

- All Data Closets shall use LC Connectors.
- Note: LC Style Connectors shall be utilized in all new installations
- Proper labeling will be provided with all terminations.

PATCH CORDS/PIGTAILS

Fiber equipment cords shall possess the following characteristics:

- Patch cords will allow for connectivity from the enclosure to the 19" racks (not to exceed 10 meters).
- LC to SC patch cords will be used (COUNTY will be notified prior to ordering patch cords).

ENCLOSURES

All interconnect centers, panels and trays (units) shall provide cross-connect, inter-connect, splicing capabilities and contain cable management for supporting and routing the fiber cables/jumpers.

CABLE

In addition to meeting the applicable performance specifications, all optical fiber cable shall be appropriate for the environment in which it is installed.

MULTIMODE OPTICAL FIBER CABLE

All horizontal multimode optical fiber cable must be a minimum of two strands of 62.5/125 or 50/125 μ m multimode.

- Note: 50/125 μ m shall be utilized in all new installations

SINGLEMODE OPTICAL FIBER CABLE

Single mode optical fiber cable shall be used for distances greater than 500 Meters.

MOUNTING OPTIONS

RACKS

For rack mounted installations in a telecommunications room the installer shall use a 19 inch equipment rack unless otherwise specified in the project scope of work.

- Racks to be installed 3 feet from the floor and should be accessible on three sides. (Actual placement to be determined during walkthrough).
- Cable tray / Conduit extend to 19 inch rack.
- Bolted to floor.
- Properly grounded.

- Racks will not be collocated with electrical power distribution systems or major electrical hardware.
- Space permitting, two racks will be installed in each TR, with one rack dedicated to data/voice connections on universal WAO's and one rack dedicated to voice patch panels connected to multi pair CAT 5e cables terminated on 110 block located adjacent to the service provider wall field.
- Racks will be located adjacent to each other with enclosed cable management between racks and on the outside of racks at the end of a series of racks.
- All racks will be installed in accordance with the manufactures specifications.
- All racks shall incorporate vertical and horizontal cable management enclosures unless otherwise specified.
- Racks will have Category 6 patch panels installed in sufficient quantity to terminate all CAT 6.
- UTP from wall jacks plus 20%. Patch panels for cabling from walls jacks will be mounted in the upper half of the equipment rack.
- Unless otherwise defined in the project scope of work patch panels for connection to voice services shall be installed in the lower half of the equipment rack. Dedicated patch panels will be installed to connect/punch down multi-pair tie cables as required for connectivity to incoming voice lines from the phone company DP. Voice connections from the phone system will not be connected (i.e. punched down) on the same patch panels as the work area outlets.
- Wall mounted racks that have been identified in the project scope of work will be the hinged type to allow easy access to the back of patch panels and equipment. If not located in a secured room these wall mounted racks must also be lockable.

SYSTEM DESIGN REQUIREMENTS

HORIZONTAL CABLING

The Horizontal Subsystem is the portion of the telecommunications cabling system that extends from the work area telecommunications outlet/connector to the horizontal cross-connect in the telecommunications room. It consists of the telecommunications outlet/connector, the horizontal cables, optional consolidation point, and that portion of the cross-connect in the telecommunications room serving the horizontal cable. Each floor of a building should be served by its own Horizontal Subsystem.

BACKBONE CABLING

Cables allowed for use in the backbone include: 4-pair 100Ω balanced twisted-pair copper, multi-pair 100Ω balanced twisted-pair copper, hybrid or bundled 100Ω balanced twisted-pair copper, 50/125μm or 62.5/125μm multimode optical fiber, and 8.7-10μm single mode optical fiber cables. The cable shall support voice, data and imaging applications. The bending radius and pulling strength requirements of all backbone cables shall be observed during handling and installation.

INTRA-BUILDING CABLING

The cable route within a building, connecting closet to closet or closet to the equipment room is referred to as the Intra-building Backbone Subsystem. It links the Main Cross-connect (MC) in

the equipment room to Intermediate Cross-connects (IC) and Horizontal Cross-connects (HC) in the Telecommunications Rooms (TR). It consists of the backbone transmission media between these locations and the associated connecting hardware terminating this media.

INTER-BUILDING CABLING

When a distribution system encompasses more than one building, the components that provide the link between buildings constitute the Inter-building Backbone Subsystem. This subsystem includes the backbone transmission media, associated connecting hardware terminating this media, and electrical protection devices to mitigate harmful voltages when the media is exposed to lightning and/or high voltage power surges that pass through the building cable. It is normally a first-level backbone cable beginning at the main cross-connect in the equipment room of the hub building and extending to the cross-connect in the equipment room of the satellite building.

TELECOMMUNICATIONS ROOM

- The Telecommunications Room is generally considered to be a floor serving facility. The Horizontal Cross-connect links the Horizontal Subsystem and the Backbone Subsystem together.
- The Horizontal Cross-connect shall consist of rack or wall mounted wiring blocks or panels for termination of copper cables or rack or wall mount interconnect centers or fiber management panels/trays for the termination of optical fibers.
- Cross-connect spaces include the labeling of hardware for providing circuit identification and patch cords or cross-connect wire used for creating circuit connections at the cross-connect.
- The telecommunications room shall be equipped to contain telecommunications equipment, cable terminations, and associated cross-connects.
- Separation from sources of EMI shall be in accordance with ANSI/TIA/EIA-569-A and local codes.
- Communication grounding and bonding shall be in accordance with applicable codes and regulations. It is recommended that the requirements of IEC/TR3 61000-5-2 - Ed. 1.0, ANSI- J-STD-607-A, or both be observed throughout the entire cabling system.
- The telecommunications room shall be dedicated to the telecommunications function. Access to telecommunications rooms shall be restricted to authorized service personnel and shall not be shared with building services that may interfere with the telecommunications systems or be used for building maintenance services.
- Lighting in the telecommunications room should be a minimum of 500 lx (50 foot candles) at the lowest point of termination. Light switch should be easily accessible when entering the room.
- A minimum of two dedicated duplex or two dedicated simplex electrical outlet, each on a separate circuit, should be provided for equipment power. Additional convenience duplex outlets should be placed at 1.8 m (6 ft) intervals around the perimeter walls.

EQUIPMENT ROOM

- The Equipment Subsystem consists of shared (common) electronic communications equipment in the equipment room or telecommunications room and the transmission

media required to terminate this equipment on distribution hardware.

- The equipment room shall be equipped to contain telecommunications equipment, cable terminations, and associated cross-connects.
- Separation from sources of EMI shall be in accordance with ANSI/TIA/EIA-569-A and local codes.
- New equipment rooms should have double doors that open outward to provide easy access to 19" racks, and provide for proper ventilation/cooling to insure equipment overheating does not occur.
- Communication grounding and bonding shall be in accordance with applicable codes and regulations. It is recommended that the requirements of IEC/TR3 61000-5-2 - Ed.1.0, ANSI-J-STD-607-A, or both be observed throughout the entire cabling system.
- The equipment room shall not be shared with building services that may interfere with the telecommunications systems or be used for custodial services.
- Lighting in the equipment room should be a minimum of 500 lx (50 foot candles) at the lowest point of termination.
- A minimum of two dedicated duplex or two dedicated simplex electrical outlet each on a separate circuit should be provided for equipment power. Additional convenience duplex outlets should be placed at 1.8 m (6 ft) intervals around the perimeter walls.
- All walls within the TR will be lined with AC grade or better void free ¾"plywood securely fastened to the existing walls. Plywood will be either fire rated or treated with at least two coats of fire-resistant paint. For framed walls plywood will be mounted to directly to wall framing members.

INSTALLATION SITE SURVEY

Prior to placing any cable pathways or cable, the contractor shall survey the site to determine job conditions will not impose any obstructions that would interfere with the safe and satisfactory placement of the cables. The arrangements to remove any obstructions with the Project Manager need to be determined at that time.

PHYSICAL INSTALLATION

CABLE PATHWAYS

- Pathways shall be designed and installed to meet applicable local and national building and electrical codes or regulations.
- Grounding and bonding of pathways shall comply with applicable codes and regulations.
- Pathways shall not have exposed sharp edges that may come into contact with telecommunications cables.
- The number of cables placed in a pathway shall not exceed manufacture specifications, nor, will the geometric shape of a cable be affected.
- Pathways shall not be located in elevator shafts.

INTRA-BUILDING CABLE ROUTING

- The backbone subsystem shall include cable installed in a vertical manner between

floor telecommunications rooms and the main or intermediate cross-connect in a multi-story building and cable installed horizontally between telecommunications rooms and the main or intermediate cross-connect in a long single story building like a school or factory.

- Unless otherwise recommended by the manufacturer, all fiber cables will be run in inner-duct.
- Fibers will be terminated in the telecommunications rooms using LC connectors in wall mounted interconnect centers or rack mounted panels equipped with sufficient ports, slack storage space and splice trays if required to terminate and secure all fibers.
- Adequate riser sleeve/slot space shall be available with the ability to ingress the area at a later date in all telecommunications rooms, such that no drilling of additional sleeves/slots is necessary. The backbone cables shall be installed in a star topology, emanating from the main cross-connect to each telecommunications room. An intermediate cross-connect may be present between the main cross-connect and the horizontal cross-connect.
- At least one 4-pair balanced twisted-pair; hybrid/bundled or multi-pair cable should be run for each Intra-building backbone segment.
- Optical fiber should be run for any backbone segment greater than 90 m (295 ft.). If the Intra-building backbone segment is less than 90 m (295 ft), and fiber is not routed, the balanced twisted-pair cable shall be category 5e or higher.
- Backbone pathways shall be installed or selected such that the minimum bend radius of backbone cables is kept within manufacturer specifications both during and after installation.

INTERBUILDING CABLE ROUTING

- The backbone subsystem shall include cable installed between buildings via underground, tunnel, direct -buried, aerial or any combination of these from the main cross-connect to an intermediate cross-connect in a multi-building campus.
- Unless otherwise recommended by the manufacturer, all fiber cables will be run in inner duct.
- Fibers will be terminated in the telecommunications rooms using SC, ST, MT-RJ or LC connectors in wall mounted interconnect centers or rack mounted panels equipped with sufficient ports, slack storage space and splice trays if required to terminate and secure all fibers.
- In an underground system, adequate underground conduit space shall be available and accessible at each building. The conduits shall not exceed a fill factor of 40%.
- All underground systems shall be designed to prevent water runoff from entering the building.
- The backbone cables shall be installed in a star topology, emanating from the main cross-connect to each satellite building telecommunications room. All Inter-building cables shall be installed to the applicable codes and regulations.
- Optical fiber shall be run for all Inter-building backbone segments, and as a recommendation, at least one balanced twisted-pair cable should be run for each Inter-building backbone segment.

- Backbone pathways shall be installed or selected such that the minimum bend radius and pulling tension of backbone cables is kept within cable manufacturer specifications both during and after installation.

HORIZONTAL CABLE ROUTING

- All horizontal cables, regardless of media type, shall not exceed 90 m (295 ft) from the telecommunications outlets in the work area to the horizontal cross connect.
- The combined length of jumpers, or patch cords and equipment cables in the telecommunications room and the work area should not exceed 10m (33 ft) unless used in conjunction with a multi-user telecommunications outlet.
- Two horizontal cables shall be routed to each work area. At least one horizontal cable connected to an information outlet shall be 4-pair, 100 Ω balanced twisted-pair.
- It is recommended that a minimum horizontal cable distance of 15m (49 ft.) shall be maintained between the telecommunications room and the work area.
- For installations with consolidation points, a minimum horizontal cable distance of 15m (49 ft.) shall be maintained between the telecommunications room and consolidation point, and 5m (16 ft.) between the consolidation point and the work area.
- Horizontal pathways shall be installed or selected such that the minimum bend radius of horizontal cables is kept within manufacturer specifications both during and after installation.
- In open ceiling cabling, cable supports shall be provided by means that is structurally independent of the suspended ceiling, its framework, or supports. These supports shall be spaced no more than 1.5 m (5 ft) apart.
- Telecommunications pathways, spaces and metallic cables, which run parallel with electric power or lighting, which is less than or equal to 480 Vrms, shall be installed with a minimum clearance of 50 mm (2 in).
- The installation of telecommunications cabling shall maintain a minimum clearance of 3 m (10 ft) from power cables in excess of 480 Vrms.
- No telecommunications cross-connects shall be physically located within 6 m (20 ft) of electrical distribution panels, step down devices, or transformers, which carry voltages in excess of 480 Vrms.
- For voice or data applications, 4-pair balanced twisted-pair or fiber optic cables shall be run using a star topology from the telecommunications room serving that floor to every individual information outlet. The customer prior to installation of the cabling shall approve all cable routes.
- The Contractor shall observe the bending radius and pulling strength requirements of the 4-pair balanced twisted-pair and fiber optic cable during handling and installation.
- Each run of balanced twisted-pair cable between horizontal portions of the cross-connect in the telecommunication closet and the information outlet shall not contain splices.
- In a false ceiling environment, a minimum of 3 inches (75 mm) shall be observed between the cable supports and the false ceiling.
- Continuous conduit runs installed by the contractor should not exceed 30.5 m (100 ft) or contain more than two (2) 90 degree bends without utilizing appropriately sized pull boxes.

- All horizontal pathways shall be designed, installed and grounded to meet applicable local and national building and electrical codes.
- The number of horizontal cables placed in a cable support or pathway shall be limited to a number of cables that will not cause a geometric shape of the cables.
- Maximum conduit pathway capacity shall not exceed a 40% fill. However, perimeter and furniture fill is limited to 60% fill for move and changes.
- Horizontal distribution cables shall not be exposed in the work area or other locations with public access.
- Cables routed in a suspended ceiling shall not be draped across the ceiling tiles. Cable supports shall be mounted a minimum of 75 mm (3 in) above the ceiling grid supporting the tiles.

WORK AREA TERMINATION

- All balanced twisted-pair cables wired to the telecommunications outlet/connector, shall have 4-pairs terminated in eight-position modular outlets in the work area. All pairs shall be terminated.
- The telecommunications outlet/connector shall be securely mounted at planned locations.
- The height of the telecommunications faceplates shall be to applicable codes and regulations.

PULLING TENSION

- The maximum cable pulling tensions shall not exceed manufacturer's specifications.

BEND RADIUS

- The maximum cable bend radii shall not exceed manufacturer's specifications.
- In spaces with balanced twisted-pair cable terminations, the maximum bend radius for 4- pair cable shall not exceed four times the outside diameter of the cable and ten times for multi-pair cable. This shall be done unless this violates manufacturer specifications.
- During the actual installation, bend radius on 4-pair cable shall not exceed eight times the outside diameter of the cable and ten times for multi-pair cable. This shall be done unless this violates manufacturer specifications.

SLACK

- In the work area, a minimum of 300 mm (12 in) should be left for balanced twisted-pair cables, while 1 m (3 ft) is left for fiber cables.
- In telecommunications rooms a minimum of 3m (10 ft) of slack should be left for all cable types. This slack must be neatly managed on trays or other support types.

CABLE TIE WRAPS

- Tie wraps shall be used at appropriate intervals to secure cable and to provide strain relief at termination points. These wraps shall not be over tightened to the

point of deforming or crimping the cable sheath.

- Hook and loop cable managers should be used in the closet where reconfiguration of cables and terminations may be frequent.
- Velcro tie wraps will be provided for IDF and MDF.

GROUNDING

- All grounding and bonding shall be done to applicable codes and regulations.
- Properly installed fire stop systems shall be installed to prevent or retard the spread of fire, smoke, water, and gases through the building. This requirement applies to openings designed for telecommunications use that may or may not be penetrated by cables, wires, or raceways.
- Fire stops shall be done to applicable code.

WORKMANSHIP

- All work shall be done in a workman like fashion of the highest standards in the telecommunications industry.
- All equipment and materials are to be installed in a neat and secure manner, while cables are to be properly dressed.
- Workers must clean any debris and trash at the close of each workday.

TESTING

- Testing of all installed fiber, cable drops, and cable channels shall be performed prior to system cutover.
- Test results will be submitted for review and acceptance of COUNTY ITD staff prior to system cutover.
- Test results must state pass status prior to acceptance by COUNTY ITD staff.
- Documentation of the type of device used to test fiber and copper must be provided to COUNTY ITD staff. Documentation of the calibration settings used by the device must be provided to COUNTY ITD staff.

COPPER TESTING

- All category 6 field-testing shall be performed with an approved level field test device.
- All installed category 6 channels shall perform equal to or better than the minimum requirements as specified EIA/TIA Standards.
- Category 3, balanced twisted-pair horizontal and backbone cables, whose length does not exceed 90 m (295 ft) for the basic link, and 100 m (328 ft) for the channel shall be 100 percent tested according to ANSI/TIA/EIA-568-B.1.
- All balanced twisted-pair backbone cables exceeding 90 m (295 ft) or 100 m (328 ft) shall be 100% tested for continuity if applications assurance is not required.
- Category 6 balanced twisted-pair horizontal and backbone cables, whose length does not exceed 90 m (295 ft) for the basic link, and 100 m (328 ft) for the channel shall be 100 percent tested according to ANSI/TIA/EIA-568-B.1.

TEST EQUIPMENT CRITERIA

All balanced twisted-pair field testers shall be factory calibrated each calendar year by the field test equipment manufacturer as stipulated by the manuals provided with the field test unit. The calibration certificate shall be provided for review prior to the start of testing.

Auto-test settings provided in the field tester for testing the installed cabling shall be set to the default parameters.

Test settings selected from options provided in the field testers shall be compatible with the installed cable under test.

FIBER OPTIC TESTING HORIZONTAL FIBER TESTING

- Fiber horizontal cables shall be 100% tested for insertion loss and length.
- Insertion loss shall be tested at 850 nm or 1300 nm for 50/125µm and 62.5/125µm multimode cabling in at least one direction using the Method B (1-jumper) test procedure as specified in ANSI/TIA/EIA-526-14A.
- Length shall be tested using an OTDR, optical length test measurement device or sequential cable measurement markings.

BACKBONE FIBER TESTING

- Fiber horizontal cables shall be 100% tested for insertion loss and length.
- Insertion loss shall be tested at 850 nm and 1300 nm for 50/125µm and 62.5/125µm multimode cabling in at least one direction using the Method B (1-jumper) test procedure as specified in ANSI/TIA/EIA-526-14A.
- Insertion loss shall be tested at 1310 and 1550 for singlemode cabling in at least one direction using the Method A.1 (1-jumper) test procedure as specified in ANSI/TIA/EIA-526-7.
- Length shall be tested using an OTDR, optical length test measurement device or sequential cable measurement markings.

ADMINISTRATION & LABELING DOCUMENTATION

- Horizontal and backbone cables shall be labeled at each end. The cable or its label shall be marked with its identifier.
- A unique identifier shall be marked on each faceplate to identify it as connecting hardware.
- Each port in the faceplate shall be labeled with its identifier.
- A unique identifier shall be marked on each piece of connecting hardware to identify it as connecting hardware.
- Each port on the connecting hardware shall be labeled with its identifier.
- Labels will provide the following information and conform to the format defined below:

MULTI-LEVEL FACILITIES SERVED BY A SINGLE MAIN CROSS-CONNECT (MC)

- The first number represents the building floor where the MC is located.
- The second number indicates the floor on which the WAO is located.
- The third number indicates the patch panel within MC.
- The fourth number indicates the port on the patch panel.

SINGLE-LEVEL FACILITIES SERVED BY AN MC AND MULTIPLE IC/HC

- The first number represents the building floor where the MC/IC is located.
- The second number indicates the number of the HC on that floor.
- The third number indicates the patch panel within that MC/IC/HC.
- The fourth number indicates the port on the patch panel.

DRAWINGS

As-built drawings shall be supplied by the contractor utilizing CAD software in .DWG or DFX format. Drawings will show the locations of and identifiers for all:

- Horizontal cable routing and terminations.
- Telecommunications outlets/connectors.
- Backbone cable routing and terminations.

RECORDS AND REPORTS

All records shall be created by the installation contractor and turned over at the completion of work. The format shall be computer based and both soft copies and hard copies shall be part of the As-built package. The minimum requirements include:

- Cable records must contain the identifier, cable type, termination positions at both ends, splice information as well as any damaged pairs/conductors.
- Connecting hardware and connecting hardware position records must contain the identifier, type, damaged position numbers, and references to the cable identifier attached to it.
- Test documentation on all cable types shall be included as part of the As-built package.

All reports shall be generated from the computer-based program used to create the records above. These reports should include but not limited to:

- Cable Reports.
- Cross-connect Reports.
- Connecting Hardware Reports.

WARRANTY

Either a basic link or channel model configuration may be applied to the horizontal and/or backbone sub-systems of the structured cabling system. Applications assurance is only applied to a channel model configuration. All channels are to be qualified for linear

transmission performance up to 500 MHz to ensure that high-frequency voltage phase and magnitude contributions do not prove cumulative or adversely affect channel performance.

SYSTEM WARRANTY

A fifteen (15) year warranty available for the category 6 structured cabling systems shall be provided for an end-to-end installation which covers applications assurance, cable, connecting hardware and the labor cost for the repair or replacement thereof.

4. RETURN POLICY / DEFECTIVE PRODUCTS

All equipment shall be guaranteed to be new and to perform to the manufacturer's specifications and VENDOR shall warrant the cabling against defects in installation, materials, and workmanship.

Appendix A

**Response Format for County of El Paso, Texas
Bid #13-071
Cabling Services for new Northwest Annex Building**

1. VENDORS should submit a complete bid in the format described on the following pages. VENDORS must provide enough information with their response to constitute a definite, firm, unqualified and unconditional offer. Irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous are not acceptable and may result in the bid being deemed non-responsive.

SECTIONS

- A VENDOR REFERENCES
- B BUSINESS INFORMATION AND FINANCIAL STABILITY
- C SUPPORT, MAINTENANCE, WARRENTY and DELIVERY
- D BID PRICE SHEET

SECTION A

VENDOR REFERENCES

The VENDOR will provide three (3) current references of companies whom they have provided similar cabling services as describe in this bid. References shall include the following:

1. Name of organization
2. Products and Services provided
3. Installation date
4. Contact name, title, address, telephone number, e-mail

SECTION B

BUSINESS INFORMATION AND FINANCIAL STABILITY

The VENDOR shall submit the following information:

1. Official name and address. Indicate what type of entity, e.g. corporation, company, etc.
2. Complete name, address, telephone number and fax number of person to receive correspondence and who is authorized to make decisions or represent the VENDOR. Please state his or her capacity within the company.
3. Total number of years VENDOR has been in business and, if applicable, number of years under the present business name.
4. Number of years' experience the VENDOR has had in providing equivalent products and services.
5. A description of the VENDOR's operation, facilities, business, objectives, number of employees (both nationally and locally), and previous experience and qualifications relating to the products and services requested.
6. Proof of financial stability.
7. Copies of licenses/permits required to perform telecommunications installations.
8. Proof of current liability insurance as required in this bid.
9. Copy of registration with Building Industry Consulting Services International (BICSI).
10. Statement regarding personnel knowledgeable in Computer Aided Design and operate CAD software using .DWG or .DXF format.
11. Proof of personnel trained and certified in the design of the Panduit or Siemen Cabling Systems; Personnel trained and certified to install the Panduit or Siemen Cabling System. The Designer and Installer shall show proof of current certification in Panduit or Siemen Cabling. Provide references of the type of installation provide in this specification.
12. Proof of personnel trained and certified in fiber optic cabling, splicing, termination and testing techniques. Personnel must have experience using a light meter and OTDR.
13. Proof of personnel trained in the installation of pathways and support for housing horizontal and backbone cabling.

SECTION C

SUPPORT, WARRANTY, MAINTENANCE AND DELIVERY

In this section the VENDOR will provide a copy and description of the warranties associated with the proposed equipment/hardware and software.

1. Provide a complete description of the warranties, on-going maintenance services that are provided by VENDOR or provided by the Manufacturer. It is the VENDORS responsibility to clearly define who the COUNTY should contact for any questions or issues regarding warranties or maintenance.
2. In this section the VENDOR shall provide information on direct support. It is the VENDORS responsibility to clearly define who the COUNTY should contact for first level support on product failures or parts and labor.
3. In this section, the VENDOR shall provide information regarding the availability of Product and a preliminary delivery schedule.
 - a. The COUNTY is interested in product availability and quantities on hand.
 - b. Delivery and completion timelines
4. Anticipate start date is end of January, 2014. Upon award vendor must start project within two weeks and complete project in weeks.

SECTION D**Bid Price Sheet, BID #13-071
Cabling Services for new Northwest Annex Building**

The "Unit Price" shall include all material, labor and installation. Prevailing Wages shall apply.

NO	QTY	PART #	ITEM DESCRIPTION	Unit Price	Total Price
1	2	Fiber	Panduit Eight strands of multi mode 50 micron fiber with LC connectors between (MDF and IDFs)		
2	2	Copper Backbone	Panduit Twenty five pairs of copper between (MDF and IDFs) punched down on 110 blocks		
3	524	Data and Voice Drops	Panduit Cat6e plenum rated data and voice drops		
4	524	Cat6e Termination Jacks	Panduit CJ688TGBU-24, Insert C6 8C BLU (station side)		
5	524	Cat6e Termination Jacks	Panduit CJ688TGBL-24, Insert C6 8C BLK (rack side)		
6	24	24 Port Patch Panels	Panduit CPPL24WBLY 790417 24-port patch panel with labels		
7	1	Additional drops	Quote price for each additional drop based on bid price		

For items 1-3, list manufacturer name of each cable product.

APPENDIX B

EVALUATION FACTORS FOR AWARD

1. All offers are subject to the terms and conditions of this solicitation. Material exceptions to the terms and conditions, or failure to meet the COUNTY's minimum specifications, shall render the offer non-responsive to the solicitation.
2. Any award made under this solicitation shall be made to the bidder who provides goods or services, other than professional services as defined by Section 2254.002 of the Government Code, at the best value for the COUNTY. Factors to be considered in determining best value are included below.
3. Only one contract shall be awarded for all items as a result of this solicitation.
4. Prompt payment discounts will be considered when determining the apparent lowest bidder, providing the COUNTY is allowed at least thirty (30) days in which to take advantage of the discount.
5. The County of El Paso may perform a price analysis to determine the reasonableness of the price(s) at which the supplies and/or services are offered. Prices that are significantly lower than the mean of all offers and that appear to be unreasonably low may be determined to be evidence of non-responsibility, and cause the Offer to be rejected.

EVALUATION CRITERIA

1	Lowest Cost for Products/Services • As requested and quantified in Section E	(50 Points)	<u>(50%)</u>
2	Extent to which the Goods or Services Meet the COUNTY's Needs in the form of: • Proposed Materials • Manufacturer 3yr warranties	(15 Points) (15 Points)	<u>(30%)</u>
3	Vendors Qualifications and Experience, determined by • Licenses • Described company and staff experience • 3 References	(10 Points) (10 Points)	<u>(20%)</u>

Total 100pts

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:

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.

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 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

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?

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

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

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.

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

RE: Bid #13-071, Cabling Services for the New Northwest Annex Building

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
Christopher Stathis, Chief Technology Officer
Manny Lucero, Road & Bridge Construction Project Manager
Victor Montes, ITD Project Manager
Suzi M. Esquivel, Server & Systems Manager, ITD
Al Ochoa, Server & Systems Assistant Manager, ITD

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 # 13-071

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
Cabling Services for the New Northwest Annex Building
Bid #13-071

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Friday, December 27, 2013. Did you visit our website (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 four (4) CD copies in Word/PDF Format of your response? **The CD copies should reflect everything that is in the original hard copy.**