



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., Tuesday, February 4, 2014 to be opened at the County Purchasing Office the same date for Copiers & Multifunctional Devices Rental Leases for all County Departments.

**Bids must be in a sealed envelope and marked:
"Bid to be opened February 4, 2014
Copiers & Multifunctional Devices Rental
Leases for all County Departments
Bid #14-003"**

Do not contact the requesting department. Any questions or additional information required by interested vendors must be emailed to: bidquestions@epcounty.com before Thursday, January 30, 2014, 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 Bid as non-compliant.

Any changes in the specifications will be posted on the County website as an addendum. 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. 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 #14-003 Copiers & Multifunctional Devices Rental Leases for all County Departments Vendor must meet or exceed specifications
Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. Please submit one (1) original copy and three (3) CD copies in Word/PDF Format of your bid. CD copies must reflect 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

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*****

**Copiers & Multifunctional Devices
Rental Leases for all County
Departments**

Bid #14-003



**Opening Date
Tuesday, February 4, 2014**

INTRODUCTION

The County of El Paso seeks to award a contract replace 12 black & white multifunction copiers currently under a lease contract with **new**, not used or refurbished copiers, provide all consumables, excluding paper, and provide **all** phases of copier service under the contract award. The current leases have expired or are expected to expire in the next few months. County seeks to award a new 60 month lease agreement.

In addition, in the event additional departments require a copier lease through September 30, 2014, we are requesting supplemental prices for an assortment of copier speeds.

Because the County seeks to identify the best overall solution, Bidders may submit alternative Bids in addition to the primary bid requests herein. The County's Purchasing Agent shall have final approval over copier models to be placed in each location, and when new copiers are requested (to be added). All requests to the vendor for new or upgrade machines shall be referred to Purchasing.

Interested vendors are encouraged to review the attached document and submit Bids to provide appropriate solutions. The County has outlined specifications it feels are relevant to obtaining the level of service we expect; however we realize that companies approach these issues in different ways. Therefore please provide a bid for equipment that matches as close to the specifications as possible.

AWARD OF CONTRACT

It is understood that the County reserves the right to accept or reject any and all bids and to re-solicit for bids, as it shall deem to be in the best interests of the County of El Paso. Receipt and consideration of any bid shall under no circumstances obligate the County of El Paso to accept any bid. If an award of contract is made, it shall be made to the responsible Bidder whose bid is determined to be the lowest and best offer taking into consideration the evaluation factors set forth in the bid.

- The County reserves the right to award a single contract or multiple contracts by section listed in the Scope of Work.
- All copy machines must be delivered and installed within 45 days of being awarded the contract, at no cost to the County.
- Contractor shall be responsible for removal of all packing material.
- Contractor must perform complete installation and verify satisfactory operation of all equipment.
- Contractor shall provide drivers and software/firmware needed for departmental IT staff to load to the Network. Contractor must demonstrate a successful copy/print/scan from the equipment.

- Contractor shall provide training sessions for the new machines to County staff at no cost.

TAX EXEMPTION

The County of El Paso is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in any contract that may be awarded from this RFP.

CONTRACT CONSTRAINTS AND CONDITIONS

All services shall be provided in accordance with applicable requirements and ordinances of the County of El Paso, laws of the State of Texas, and applicable federal laws.

The Contract(s) awarded from this bid shall be executed for a 60-month term and shall convert to month to-month not to exceed 12 additional months, upon conclusion of the initial term until cancelled by the County upon presentation of a 30-day cancellation notice to the bidder.

COOPERATIVE PURCHASING

Should other governmental entities decide to participate in this contract, Bidder, shall indicate in their Bids whether they agree that all terms, conditions, specification, and pricing would apply.

If the successful Bidder agrees to extend the resulting contract to other governmental entities, the following will apply: All purchases by governmental entities other than the County of El Paso will be billed directly to that governmental entity and paid by that governmental entity. The County of El Paso will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/services as needed.

TERMS AND CONDITIONS OF RENTAL LEASE AGREEMENT

1. **Title and Risk of Loss.** Title to the products remains with the Contractor. Risk of loss or damage to the products passes to the County upon delivery.
2. **Rental Order Commencement & Term.** The Term for each unit of equipment will commence upon the delivery and installation of vendor-installable Equipment and will expire on the last day of the final full calendar month of the contracted term indicated in the Rental Order. Unless either party provides notice of termination at least 30-days before the expiration of the initial term, it will renew on a month-to-month basis at the same prices, and the same terms and conditions. During the renewal period, either party may terminate the Equipment upon at least 30-days notice. Upon termination, Customer will make the equipment available for removal by Contractor, at Contractor's expense.

3. **Fixed Pricing.** Rental prices will not increase during the 60-month term of the Individual Rental Order.
4. **Renewal.** After the initial 60-month term, rental orders will renew automatically on a month-to-month basis at the same prices, and the same terms and conditions. During the renewal period, either party may terminate the Equipment upon at least 30-days notice.
5. **Equipment Return.** Unless the County has renewed or purchased the Equipment, the County will make the Equipment and Base Software available for removal at the expiration of the Individual Rental Order term in the same condition as when delivered, reasonable wear and tear is acceptable.

PAYMENT

All payment terms shall be “Net 30 Days” unless specified in the bid.
Service provider shall invoice no more frequently than monthly for services provided.

MACHINE SPECIFICATIONS & SCOPE OF SERVICES

Black & White multifunction copy machines shall be new, in current production and part of the manufacturer’s most current product line, with no used, refurbished, reprocessed or recovered parts. New is defined as newly assembled for first-time use with new components and wherein serial numbers, chassis, parts or any components have not been previously used. Current production shall mean that the model is currently being manufactured and marketed to the commercial marketplace as brand new equipment.

The County is seeking a 60-month lease cost-per-copy contract. The lease contract covers rental, service, accessories and all supplies, including staples, but excludes paper. From the County’s perspective, the per-copy cost arrangement provides several significant advantages, not the least of which is that the contractor has an incentive to minimize downtime since it does not make money on machines if they are not operating.

Equipment – Contractor shall include all peripheral equipment and installation needed to provide a turnkey system that meets all terms, conditions and specifications herein. All equipment must be the most current technology.

Item	Qty / Location	Capabilities	Monthly Volume
1	1 copier: Sheriff's Regional Training Academy	<ul style="list-style-type: none"> • Minimum 75 copies per minute • 2 & 3 Hole Punch in-line finishing • Booklet Maker in-line Finishing – Creates saddle-stitched booklets of up to 25 sheets stacked. Creates booklets from 8 ½ x 11, 8 ½" x 14, and 11" x 17" paper. • Standard Features described below. 	30,000
2	9 copiers: CID/CREFS, Admin HQ 2 nd flr, Lower Valley, CID HQ 1 st flr Dwntwn LT's Off. Dwntwn 2 nd flr Dwntwn Law Library Dwntwn Comm Off. Annex Comm Off.	<ul style="list-style-type: none"> • 32 copies per minute with Standard Features described below. 	15,000 10,000 3,000 6,000 2,000 5,000 1,000 2,000 5,000
3	1 copier Annex Intake	<ul style="list-style-type: none"> • 40-45 copies per minute with Standard Features described below. 	25,000
4	1 copier: Dwntwn Booking,	<ul style="list-style-type: none"> • 50-60 copies per minute with Standard Features described below. 	75,000

Standard Features for all machines - All machines will come configured with the following standard accessories, except as noted herein:

1. Duplexing automatic document feeder – scans a minimum of 30 sheets of paper, scans up to 11" x 17" size
2. Sort/collate capability
3. Automatic 2-sided duplex capability and printing, including ability to duplex from networked PC's.
4. Power filters
5. 8.5" x 11", 8.5"x 14", and 11" x 17" printing capability
6. Minimum of two universal paper trays that hold a minimum 250 sheet capacities. Universal paper trays must be adjustable to accommodate 8.5" x 11", 8.5" x 14", and 11" x 17" paper
7. A large capacity paper tray that holds 1,500 sheets of 8.5" x 11" paper

8. Bypass or manual feed tray
9. Auto paper select
10. Scan once, print many technology
11. Incrementally enlarge document up to 200% or better, with preset scaling functions, i.e. letter to legal, legal to tabloid, etc.
12. Incrementally reduce document up to 50% or better, with preset scaling functions, i.e. tabloid to legal, legal to letter, etc.
13. Minimum 128MB printer memory
14. Integration with TCP/IP network print services (Windows) allowing for full control of all copier features through the print driver loaded on the client PC
15. PCL 5, PCL 6 and Postscript Level 3 drivers for Windows 32 and 64 bit operating systems
16. Web based user interface with lockout of administrative setup functions
17. Secure print where jobs are stored on the copier until called up through entry of a security code at the front panel
18. Scan to email (SMTP) and scan to network file folder in PDF, JPG or TIFF format
19. Walk up feature lockout based on user identification/security
20. Scan in color regardless of the device's output capabilities
21. Consoles or stands as needed, if necessary
22. Images stored on unit's internal hard drive must be encrypted and removed permanently through a scheduled job or interactive command.
23. All machines shall use a 120-volt power source and a standard, residential type 3-prong plug. Any machine supplied with a different type of plug shall be described in the bid. Machines shall be U.L. approved, energy star qualified and RoHS compliant
24. Finishing options including three hole punch and single staple of no less than 20 pages
25. Offsetting catch output tray

SERVICE LEVEL AGREEMENT

Operations rely on the functionality and availability of copiers. The following service parameters shall be included in the bid:

1. Bids will only be accepted from companies whose principal business has been the sales and servicing of multi-function copiers (MFP) of the size and type specified within this bid for a period of no less than 2 years. They shall be officially authorized by the manufacturer of the proposed equipment to sell, support and service the equipment offered. Written documentation of this authorization is required.
2. Repairs shall commence no less than 4 business hours from the time a trouble report is made to the Vendor either electronically or verbally.
3. Units that are out of service for more than 2 business days shall be replaced with a loaner device of equal or greater capabilities at no cost to the County.
4. A 12-month service maintenance cost shall be provided for each machine proposed. The Service maintenance agreement shall include service calls, repairs, parts, travel time, mileage, drums, supplies, toner and staples for each machine. The Contractor shall make repairs and adjustments necessary to keep and maintain copy quality and equipment operations within manufacturer's specifications. Contractor shall perform preventive maintenance on all copiers per manufacturer specifications.

SUPPLIES

Contractor shall provide, at no cost to the County, all consumable supplies, except paper, throughout the term of this Contract, including shipping charges. Said supplies include, but are not limited to, black toner, color toner, black developer, color developer, copy cartridges, fusers, drums, image units, transfer belts, and staples.

At the time of copier installation, Contractor shall deliver supplies for not less than an estimated two (2) month period for each machine placed. Contractor shall allow County to maintain a reserve of toner and staples for each machine equivalent to two (2) month's usage. County shall be responsible for ordering subsequent supplies from Contractor. Contractor shall deliver ordered supplies within three (3) days after notification.

BID PRICE SHEET

(Page 1 of 3)

Company Name

Street Address

City / State / ZIP

Contact Name

Phone

Pricing – Cost-per-copy pricing must be based on a fixed single per-copy rate, including sales tax, with no minimum monthly payment and based on the estimated annual volume indicated in this bid. The copy volumes specified in this solicitation are estimates only, and are given for the information of the Bidders and for the purpose of the County’s bid evaluation. They do not indicate the actual number of copies that will be made, since such volume will depend upon requirements, which may develop during this contract period. The County makes no guarantee as to copy usage for individual units.

The price shall remain firm through the term of the 60-month contract. As specified herein, the price shall include equipment and accessories, supplies (except paper), delivery, installation, training, maintenance and all forms of service and repair.

Item	Qty	Description	Cost per copy	Est annual Rent (cost x volume)
1	1	Minimum 75 cpm copier, 30,000 monthly volume, as described in this bid.	\$	\$
2	10	32 cpm copier as described in this bid. Monthly volumes:	\$	\$
	A	15,000		
	B	10,000	\$	\$
	C	3,000	\$	\$
	D	6,000	\$	\$
	E	2,000	\$	\$

BID PRICE SHEET

(Page 2 of 3)

Item	Qty	Description	Cost per copy	Est annual Rent (cost x volume)
	F	5,000	\$	\$
	G	1,000	\$	\$
	H	2,000	\$	\$
	I	5,000	\$	\$
3	1	40-45 copies per minute as described in this bid. 25,000 monthly volume.	\$	\$
4	1	50-60 cpm copier as described in this bid. Monthly volumes 75,000	\$	\$

ADDITIONAL ITEMS TO BE INCLUDED WITH YOUR BID.

- 1) Any additional costs associated with lease of the copiers above.
- 2) Specifications and/or brochures of the proposed equipment.
- 3) List any feature where the proposed equipment deviates from the specifications.
- 4) Contact information for at least three (3) references in which the vendor has placed and serviced the same proposed equipment. Include company name, address, contact name, phone number, and e-mail and number of months or years the equipment has been in place.
- 5) You may offer cooperative contract pricing and terms or best offer pricing and terms, if applicable.

BID PRICE SHEET

(Page 3 of 3)

SUPPLEMENTAL COPIER ORDERS:

The County may wish to lease additional copiers in 2014 and is seeking prices for other copier speeds. The prices below shall be valid through September 30, 2014. County understands that a significant difference in monthly volume may affect the “cost per copy” charge.

Item	Qty	Description	Cost per copy	Est annual Rent (cost x volume)
1	1	32-40 cpm copier, 20,000 monthly volume, all Standard features as described in this bid.	\$	\$
2	1	42-47 cpm copier, 30,000 monthly volume, all Standard features as described in this bid.	\$	\$
3	1	50-55 cpm copier, 40,000 monthly volume, all Standard features as described in this bid.	\$	\$
4	1	60-65 cpm copier, 50,000 monthly volume, all Standard features as described in this bid.	\$	\$
5	1	70-75 cpm copier, 60,000 monthly volume, all Standard features as described in this bid.	\$	\$
6	1	80-90 cpm copier, 75,000 monthly volume, all Standard features as described in this bid.	\$	\$

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.

Bids will be made to the responsible Bidder whose Bid is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Bid. 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 Bid 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 Bidder 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, package, any addenda issued, and any change orders issued during the work.

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

15. ESTIMATED QUANTITIES

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

16. CONTRACTOR INVESTIGATION

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

17. NO COMMITMENT BY COUNTY

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

18. SINGLE BID RESPONSE

If only one Bid is received in response to the Request for Bids, a detailed cost Bid may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost Bid 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 Bid for Services: The names of those who submitted Bids 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 Bid information will be released. Bidders are requested to withhold all inquiries regarding their Bid 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 Bid was received. Violations of this provision may result in the rejection of a Bid.

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. Bidder 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, Bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

No negotiations, decisions, or cautions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Bid.

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

28. SOVEREIGN IMMUNITY

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

29. MERGERS, ACQUISITIONS

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

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

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

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

31. DELAYS

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

32. ACCURACY OF DATA

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

33. SUBCONTRACTING/ASSIGNMENT

Bidder shall not assign, sell, or otherwise transfer its 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 #14-003, Copiers & Multifunctional Devices Rental Leases for all County Departments

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
Lucille Samuel, Sheriff's Department

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 # 14-003

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
Copiers & Multifunctional Devices Rental
Leases for all County Departments
Bid #14-003

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Tuesday, February 4, 2014. 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 three (3) CD copies in Word/PDF Format of your response? CD copies must include everything that is in the original hard copy?