



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., Monday, April 14, 2014 to be opened at the County Purchasing Office the same date for Rehabilitation of Ascarate Pool.

**Bids must be in a sealed envelope and marked:
"Bid to be opened Monday, April 14, 2014
Rehabilitation of Ascarate Pool
Bid #14-009"**

Do not contact the requesting department. Any questions or additional information required by interested vendors must be emailed to: bidquestions@epcounty.com before Wednesday, April 9, 2015, 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 CHAPTER 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 regarding Vendors. 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 #14-009 Rehabilitation of Ascarate Pool Vendor must meet or exceed specifications	
Total Cost	\$
Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. Please submit one (1) original copy and two (2) 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*****

Rehabilitation of Ascarate Pool

Bid #14-009



Opening Date
Monday, April 14, 2014

History

The County of El Paso operates Ascarate Pool. The pool was built in 1993 and is located at 6900 Delta Street (within Ascarate Park) in El Paso, TX 79905. The pool is 165 feet by 75 feet with a depth of 13 feet on one end and 4 feet on the other and holds 604,482 gallons. Rehabilitation of Ascarate Pool shall include demolition, repair of tiles, new plaster surfacing, installation of new tile, new inlets and replacing rope anchors. The work will have to be scheduled as the pool still has water and will have to be completely drained for the work to be completed.

Ascarate Pool Scope of work:

- Make linear cuts around all 8 racing lanes of the 50 meter pool, and crosses on both ends of the walls (The crosses on the ends of the 50 meter pool are embedded in white tile, therefore the linear cuts are not around the crosses but rather the cut begins where the plaster meets the white tiled area beneath the crosses). Any existing blue tile damage must be called out by the contractor to the County before works begins. Any damage to the existing blue tile during the saw cutting or during the project will be at the contractors cost to replace. (Refer to attached exhibit)
- Make linear cuts around “No Diving” tile signs at the bottom of 50 meter pool. Any existing tile damage to the “No Diving” (bottom of pool) must be called out by the contractor to the County before works begins. Any damage to the existing tile during the saw cutting or during the project will be at the contractors cost to replace. (Refer to attached exhibit).
- Remove tile around inlets and drains. Tile around inlets and drains will not be required to be replaced, however inlets and drains to be leveled with new plaster.
- Remove and replace all rope anchors (14) of the 50 meter pool (refer to attached exhibit). Anchors to be replaced with Chrome Plated Bronze Anchor.
- Keep the step ledge around the pool including tile. (needs linear cut) Any existing tile damage to the step ledge must be called out by the contractor to the County before works begins. Any damage to the existing tile during the saw cutting or during the project will be at the contractors cost to replace. (Refer to attached exhibit).
- Replace Main Drain covers to comply with national and state laws.
- Repair all mosaic tiles damaged and loose around pool on floor and walls of pool, tile to meet all state codes. Contractor to match existing colored tile. (refer to attached exhibit)
- Install two complete 1 foot wide by 85 feet long black tile lanes across in two places, to mark the beginning of 5 feet depth and along edge of transition break between 6 foot. (tile to tile black solid lines) (refer to attached exhibit)
- Remove all cross pool (width) lane and crosses, except designated cross lines, between five feet depth in lane 1 and another in lane 7 (solid lines); keep total of 7 lanes between 5' and 6' depth of pool (These 7 lanes must also receive the linear cut treatment, any existing tile damage must be called out by the contractor to the County before works begins. (refer to attached exhibit) Contractor to match with existing white tile in areas where blue tiled crosses

to be removed. (These crosses on the sides/width are not embedded in white tile and therefore do not need to be replaced with white tile to match; they can just continue the plastering to where the tile begins at the top) Any existing tile damage must be called out by the contractor to the County before works begins. Any damage to the existing tile during the removal of blue tile or throughout the project will be at the contractors cost to replace.

- Chip out old plaster and fill in all structural cracks. Proposal to identify the manufacturer and product that will be used as the filler agent.
- Haul trash away. Site must be cleaned of any debris before contractor demobilizes. Any damage to undisturbed areas to be at contractors cost.
- Re-plaster the swimming pool; the pool is 165 feet by 75 feet with a depth of 13 feet on one end and 4 feet on the other. The shallow end (which is the longest part of the pool) goes from 4 feet to 6 feet; and then from 6 feet it drops to 13 feet on the deep end. The exposed aggregate selected by County shall be Diamond Brite "Cool Blue" or equivalent. This quartz aggregate shall be applied to the entire pool interior.
- Installed aggregate shall be between 1/2" to 5/8" consistency (thickness). Aggregate is warranted by supplier for, minimum of, 10 years.
- Grout to match existing grout, epoxy grout or waterproof concrete grout
- Pecan-blast existing tile, contractor to coordinate with County.
- Repair structural cracks

General Information

1. Detailed specifications and requirements for the Scope of Work are included in the following pages.
2. All materials, equipment and labor are to be included in the bid.
3. Warranty information on the re-plastering of the swimming pool is to be included in the bid.
4. Any materials that are used that are not within the specifications but that the bidder wants to be considered "as equivalent" must have a fact sheet about the product included in the bid.
5. Where requested, the bid must include fact sheets about products recommended to the County.
6. Timeline for the work to be completed must be included in the bid. Completion of this project shall be on or before **May 25, 2014**. The County expects to issue a Notice to Proceed on April 25, 2014 which is a 30-day construction schedule. The Contractor shall calculate into their bid price working on weekends, if so required to meet the 30-day completion time.

Section 13100- General

Part 1

1.1 General:

- A. The scope of the work included under this Division of the specifications shall include all items as stated in the Scope of Work section. Building General and Supplemental Conditions of these specifications shall form a part and be included under this section of the specifications. The pool Contractor shall provide all supervision, labor material, equipment, machinery, plant and any all other items necessary to complete the work. **ALL OF THE WORK IN THIS DIVISION IS TO BE THE RESPONSIBILITY OF ONE EXPERIENCED POOL CONTRACTOR PRIMARILY ENGAGED IN THE CONSTRUCTION AND RENOVATION OF THE COMMERICAL PUBLIC-USE POOLS DERIVING MORE THAN 75% OF THEIR VOLUME FROM PUBLIC-USE POOL CONSTRUCTION.** The pool Contractor shall furnish and install the complete work scope as described above as necessary for the complete job as herein described in Division 13.

Section 13050- Demolition

Part 1- General

1.1 Summary:

A. Section includes:

Demolition and removal of pool tile and plaster.

1.2 Project Condition:

A. Existing Conditions:

1. After the project is begun, the contractor is responsible for the condition of the structures to be demolished.
2. The County reserves the right to remove and salvage portions of the work prior to the start of the demolition.
3. The contractor to be responsible to drain the pool prior to start of work.

B. Unforeseen Conditions:

Should unforeseen conditions be encountered that affect design or function of project, investigate fully and submit an accurate, detailed, written report to the County.

Part 2- Execution

2.1 Examination:

- A. Survey existing condition and correlate with drawings and specifications to determine extent of demolition required.
- B. Contractor to set up a grid system X, Y, Z vertices for field dimension verification. Contractor shall record pre-demo dimensions and plastered dimensions. Contractor shall keep record in an exhibit to be verified in a 10' grid pattern.

2.2 Preparation:

- A. Perform demolition so as to prevent damage to adjacent improvements and facilities to remain. It shall be the contractor's responsibility to ensure and protect existing tiles or unimproved areas from being damaged.
- B. Protect walls, floors, and other new or existing work from damage during demolition operations.
- C. Protect existing site appurtenances to remain.

2.3 Pollution Controls:

- A. Control as much as practicable the spread of dust and dirt.

- B. Observe and comply with local, state and/or federal environmental protection regulations.
- C. Do not allow adjacent improvements to become soiled by demolition operations.

2.4 Demolition- General:

- A. Remove: Unless items are otherwise indicated to be reinstalled or salvage, Contractor shall remove and scrap material from site.
- B. Remove and Install New: Contractor shall saw cut around preserve areas to a depth of $\frac{3}{4}$ ". Remove and dispose of items indicated and install new items in the same location (or in the location indicated)
- C. Remove and Scrap: Contractor shall saw cut around preserve areas to a depth of $\frac{3}{4}$ ". Remove and dispose of items indicated.
 - 1. All demolished or removed items and materials shall be considered scrap except for items to be salvaged, as directed by the County.
 - 2. Items of the value to the Contractor:
 - a. The Contractor may provide for temporary storage onsite, location to be approved by the County prior to commencing of project.
 - b. Remove all items from the site when requested by the County.
 - c. No on-site sale of removed items will be allowed.
- D. Existing to Remain: Construction or items indicated to remain shall be protected by the Contractor against damage during demolition operations. Where practicable, and with the County's permission the contractor may elect to remove items to a suitable storage location during demolition and then properly clean and reinstall the items.
- E. Perform work in a systematic manner.
- F. Perform selective demolition using methods which are least likely to damage work to remain.
- G. **Contractor shall have prepared a plan of approach by the day of notice of award.**
- H. Contractor to verify construction limits with County prior to start of work.
- I. Tile removal process shall include tile, grout and mortar. Contractor shall clean area of all debris prior to the installation of new tile.

2.5 Disposal of Demolished Materials:

- A. Promptly dispose of materials resulting from demolition operations. Do not allow materials to accumulate on site.
- B. Transport materials resulting from demolition operations and legally dispose of off-site.
- C. Do not burn removed materials on project site.

- D. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site (if applicable)

Section 13060- SWIMMING POOL FINISHES

Part 1- General

1.1 General:

- A. Work Included: Ceramic tile required for this work is indicated on the exhibits and is limited to the installation of tile and specialty items in the swimming pool, including but not limited to the rope anchors and other similar embedded items if required.
- B. Reference Specifications and Standards: The latest issue of the publication listed below, includes the amendments, addenda and errata, but referred to thereafter by basic designation only, form a part of this specification shall be consulted and the applicable section complied with by the Contractor while performing the work specified in this section.
- C. The Tile Council of America (TCA) Inc. Publication: Handbook for ceramic Tile Installation.

1.2 Submittal

In accordance with Division 1, General Requirements. Contractor to submit samples of tile for color and finish approval.

Submit the following for the selection and approval:

- a. Each type and shape of tile in each required color.
- b. Joint grout colors for each color tile.
- c. All tile sizes, features and colors shall be as scheduled on the exhibits.

Part 2 Products:

2.1 Materials

Glazed Ceramic Tile: Colors as selected

2.2 Setting Bed Mortar:

Machine mix mortar after dry mixing materials. Mix all mortar not less than 5 minutes after water is first added. Accurately measure materials using calibrated measuring boxes; shovel measurements are not permitted. Discard any mortar that is not placed and compacted before initial set is reached. Measure all materials by volume. Proportions of 1 part Portland cement , 1/10 part hydrated lime, and 6 parts damp sand at horizontal surfaces and 5 parts damp at vertical surfaces, mixed to consistency and workability that allows maximum compaction during tamping of mortar bed.

2.3 Bond Coat:

White Portland cement mixed with water to creamy consistency. Do not add water or cement after initial mixing and discard material not used prior to initial set.

2.4 Joint Grout:

Waterproofed white Portland cement with waterproofing admix, matching the approved samples. Include silica sand passing NO. 30 sieve for joints over 1/16 wide, not over the twice the volume of Portland cement.

Part 3- Execution

3.1 Preparation:

- A. Clean sub-surfaces of dust, dirt oil, grease, and deleterious substances.
- B. Substrates to Receive Mortar Setting Beds: Keep cementitious materials damp for at least 8 hours and scrub with a neat portland cement slurry just prior to placing setting bed mortar.
- C. Tile Wetting: Damped tile according to tile manufacturer's instructions, as required.
- D. Screeds: Accurately set temporary screeds to control the finish plane of mortar bed set tile and remove as soon as setting bed is sufficiently hardened. Fill void spaces from screeds from screed with same mortar.

3.2 Installation:

- A. Arrange tile according to existing patterns. Set tile with flush well- fitted joints, finished in true planes, plumb, square, joints of uniform size. Provide approved trimmers shown or required. Cut tile without marring. Carefully grout and joint tile edges and cuts.
- B. Mortar Bed Set Tile: apply specified setting bed mortar, tamp and screed to required planes. Trowel 1/32" to 1/816" thick bond coat over plastic setting bed mortar just before setting tile placed. SETTING BED VERTICAL AND HORIZONTAL PLANE TOLERANCE SHALL BE 1/16" IN 10'1". Set tile in position and beat firmly into setting bed mortar. Bring tile faces to a true and proper plane.
- C. Joint Sizes: Install tile with uniform 1/16" joint width.
- D. Ceramic Tile Joint Grouting: Grout tile joints full after washing out saturating with clean water. Mix grout with water to a thick creamy consistency and pour into joints entire joints depths, flush with surface. Use white grout throughout.

Section 13225- SWIMMING POOL PLASTERING (MARBLE)

Part 1- General

1.1 Description:

- A. Work Included: Provide all materials, labor, equipment and services to furnish and install plastering, accessories and other items as necessary to complete the work indicated on the exhibits to make a complete installation.

1.2 Qualifications of Contractor:

- A. The plastering contractor used for the portion of the work shall be successfully engaged in the business of plastering commercial swimming pools for at least 5 years immediately prior to commencement of this work and shall demonstrate to the approval of the County that record of workmanship is satisfactory, if required.
- B. The subcontractor used for this portion of the work is required to provide, prior to Contract Award, the name and location to the County of at least ten (10) commercial swimming pools (minimum area of 4500 s.f.) which he has plastered within the seven years of the bid date.

1.3 Conditions:

- A. No plastering shall be done under unsuitable weather or temperature conditions or when prevailing temperature is 40 degrees F or less.
- B. Do not install plaster during rain. If rain commences after plastering has begun, immediately protect the plaster from the rain by all necessary means until after plaster has set.
- C. Do not install plaster during wind, If wind commences after plastering has begun, immediately protect the plaster from wind by all necessary means and immediately remove from the surface all debris deposited by the wind.

PART 2- Products

2.1 Marble Plaster:

- A. All swimming pool plaster aggregate shall be graded white quartz, white dolomite, or ground white crystalline marble such as "pool Grade Aggregate", manufactured by National Refractories, or "Wyoming White", manufactured by Basin Engineering, OAAE. Aggregate particles shall range from 841 micron to 1.1 millimeters in size.

2.2 Water

- A. All water for swimming pool plaster shall be clean, potable, and free from injurious amounts of acid, alkali, and foreign substances.

2.3 Cement:

- A. All swimming pool plaster cement shall be Type I, white, waterproof Portland Cement such as manufactured by Atlas PP-Products, OAAE and shall comply with ASTM C150.

2.4 Mix Design:

- A. Mix design shall be in strict accordance with the specific manufacturer's published recommendations; otherwise use Industry Standards of one part cement, one part lime, and three parts aggregate. The pool plastering subcontractor shall submit for approval, the mix, design and design and materials specification 14 days prior to installation.

Part 3-Execution

3.1 Inspection

- A. All tile work and embedded items by others shall have been installed in the proposed locations.

3.2 Plastering

- A. General: All plastering work shall comply with the LPCA" Reference Specification"
- B. All existing plaster material on the interior pool wall and floor surfaces shall be removed by the chip and/or sandblast method, with mechanical equipment, chipping hammers, scabblers, or other approved means customarily used as an industry standard. All plaster shall be removed to the concrete or gunite substrate. All exposed pool surfaces shall then be coated with one (1) application of BOND-KOTE by SGM Company prior top plastering.
- C. Do not commence plastering of swimming pool until it is cleaned of construction debris.
- D. PREPARATION OD SURFACES: Concrete surfaces shall be cleaned of all dust, loose particles and other foreign matter. Any foam, grease and oil shall be removed with an approved commercial degreasing compound suitable for the purpose and then thoroughly rinsed with clean water. All laitance shall be removed with a 10% muriatic acid solution and thoroughly rinsed and all residue removed by use of a wet vacuum. Smooth areas left on the new concrete shall be sandblasted and cleaned. All interfaces between ceramic tile and plaster shall be straight and true.
- E. Installation of Plaster: **ALL MARBLE PLASTER MATERIAL SHALL BE APPLIED WITH AN APPROVED AIR ENTRAINED PLASTER PUMP TO A MINIMUM THICKNESS OF 1/2" HAND APPLIED PLASTER USING PLASTER MIXERS, BUCKETS, OR WHEELBARROWS IS NOT PERMITTED FOR THIS PROJECT.**
- F. Float and screed plaster to a uniform plane and trowel top a dense, smooth, impervious surface using extreme care to avoid stains and trowel burns.
- G. Accurately interface with the finish planes of items installed by other trades; leave those items fully embedded flush with the plaster surface.

- H. Pool Filling: after the plaster has sufficiently dried and before drying has proceeded to a damaging point, cure the plaster by continuously filling the pool with clean potable water, taking care to prevent all damage and staining to finished plaster surfaces.
- I. If pool filling does not proceed with sufficient speed to prevent any portion of the pool from drying to the point of plaster damage, or when the weather is hot, keep the pool walls continuously damp by fine water spraying until the pool is filled.
- J. Cleaning Up: Upon completion of the work of this Section, remove all excess plaster from adjacent surface, remove all equipment and debris which was a product of this work and leave the site in a clean and presentable condition.

CONTRACT CLOSEOUT

Part 1- General

1.1 Related Documents:

Drawings and contract documents.

1.2 Section Includes

- A. Closeout procedures.
- B. Final cleaning.
- C. Adjusting.
- D. Project record documents.
- E. Operation and maintenance data.
- F. Warranties.
- G. Spare parts and maintenance materials.

1.3 Closeout Procedures:

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's inspection.
- B. Provide submittals to Engineer that are required by governing or other authorities.
- C. Provide release of lien waivers as per Owner documents.
- D. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- E. Provide maintenance procedures O&M's.
- F. Provide As-Built Documents.
- G. Provide warranty documents.

1.4 Final Cleaning:

- A. Execute final cleaning prior to final inspection.
- B. Remove temporary labels, stains and foreign substances.
- C. Clean equipment.
- D. Clean site.
- E. Remove waste and surplus materials, rubbish, and construction facilities from the site.

F. Repair, patch and touch-up marred surfaces to match adjacent finishes.

1.5 Project Record Documents:

A. Maintain on site, one set of the following record documents; record actual revisions to the Work:

1. Contract Drawings.
2. Specifications.
3. Addenda.
4. Change Orders and other Modifications to the Contract.
5. Reviewed shop drawings, product data, and samples.

B. Store Record Documents separate from documents used for construction.

C. Record information concurrent with construction progress.

D. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:

1. Manufacturer's name and product model and number.
2. Product substitutions or alternates utilized.
3. Changes made by Addenda and Modifications.

E. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:

1. Field changes of dimension and detail.
2. Details not on original Contract Drawings.
3. Changes made by addenda and modification.

F. Submit documents to Engineer with claim for final Application for Payment.

1.6 Warranties:

A. Provide duplicate notarized copies of all warranties.

B. Execute and assemble documents from subcontractors, suppliers, and manufacturers.

C. Provide table of contents and assemble with metal prong binder in durable plastic presentation cover.

D. Submit to owner prior to final application for payment.

E. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

F. Prior to final acceptance, the Contractor shall furnish to the Owner a written general guarantee which shall provide that the Contractor shall remedy any defects in the work, and pay for any and all damages of any nature whatsoever resulting from such defects, when such defects appear within one year from the date of final acceptance of the work as a result of defective materials or workmanship, at no cost to the Owner.

1.7 Spare Parts and Maintenance Materials:

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.
- B. Deliver to project site and place in location as directed; obtain receipt prior to final payment.

General Provisions County of El Paso, Texas

These General Provisions are considered standard language for all County of El Paso bids and RFP documents. If any “specific bid requirements” differ from the General Provisions listed here, the “specific bid requirements” shall prevail.

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. By reading and signing the Affidavit form, the bidder has confirmed that they have been trained in the El Paso County Code of Ethics. The training must be completed by an officer, principal, or other person with the authority to bind the company.

Optional On-Line Training: As an alternative to reading and completing the El Paso County Code of Ethics Training Affidavit, in compliance with Section 161 of the Texas Local Government Code, the training on the El Paso County Code of Ethics is accessible in an online format to Vendors and Lobbyists on an ongoing basis, subject only to limitations due to technical resources.

The optional On-Line Training may be accessed and completed at:

http://www.epcounty.com/ethicscom/trainingvendor_files/frame.htm

If completed on-line, 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 #14-009, Rehabilitation of Ascarate Pool

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
Josie Brostrom, Assistant County Attorney
Rebecca Quinn, Assistant County Attorney
Michael Martinez, Contract Admin. Manager
Claudia Duran, Assist. Contract Admin. Manager
Ernesto Carrizal, Director of Public Works
Sal Alonzo, Civil Engineer
Reynaldo Chavez,
Fernando Hernandez, Assistant Director Sports Park

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 # 14-009

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
Rehabilitation of Ascarate Pool
Bid #14-009

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Monday, April 14, 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 two (2) CD copies in Word/PDF Format of your response? CD copies must reflect the original hard copy.