



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

Notice to Interested Parties

Sealed Request for Qualifications will be received at the County Purchasing Department, 800 E. Overland, RM 300, El Paso, Texas 79901 before 2:00 p.m., Thursday, April 17, 2014. Responses will be opened at the County Purchasing Office the same date for Jail Feasibility Study.

**Qualifications must be in a sealed envelope and marked:
“Qualifications to be opened April 17, 2014
Jail Feasibility Study
RFQ Number 14-011”**

Do not contact the requesting department. Any questions or additional information required by interested vendors must be e-mailed to: bidquestions@epcounty.com before Thursday, April 10, 2014, at 12:00 p.m. RFQ Number and title must be on the “Subject Line” of the e-mail. 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 best qualified, and the **COMMISSIONER’S COURT RESERVES THE RIGHT TO REJECT ANY AND ALL RESPONSES AND WAIVE TECHNICALITIES**. Only responses that conform to specifications will be considered. Faxed responses will not be accepted.

In order to remain active on the El Paso County Vendor list, each vendor receiving this request for qualifications must respond in some form. Vendors submitting qualifications must meet or exceed all requirements herein. Vendors not responding to the request 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 in 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 – RFQ # 14-011
Jail Feasibility Study
Vendor must meet or exceed specifications

Please submit one (1) original copy and eight (8) copies in CD/DVD/Flash Drive Format of your statements of qualifications. Copies must reflect the original hard copy.

Company

Mailing Address

Federal Tax Identification No.

City, State, Zip Code

DUNS Number (Applicable to Grant
Funded Project)

Representative Name & Title

Telephone Number include area code

Signature

Fax Number include area code

Date

Email Address

****THIS MUST BE THE FIRST PAGE ON RFQ RESPONSE****

Jail Feasibility Study

RFQ #14-011



Opening Date
Thursday, April 17, 2014

The County of El Paso, Texas is seeking the services of an experienced professional consultant to provide a Feasibility Study that includes facility evaluation and cost assessment for the Downtown Jail located at 601 E. Overland, El Paso, TX 79901. The selected consultant shall have extensive experience with the Texas Commission on Jail Standards (TCJS) and requirements.

Background

The Downtown Detention Facility “Downtown Jail”, was opened in 1983. Made of steel and concrete, the high-rise facility has eleven (11) floors, and is over 310,440 square feet with the capacity to house 1,034 inmates. Located centrally in downtown El Paso, the building is adjacent to Federal Courts, State District and County Courts, Justice of the Peace Court, and City Municipal Courts. A maximum security facility which has an operational design concept to receive unclassified persons, hold pretrial and convicted persons, and allow for processing, classifying and releasing of inmates at all times.

Issues with the Downtown Jail:

- 1) Because the building is 30 years old, the facility requires expensive infrastructure improvements, repairs, and replacements.
- 2) The Texas Commission on Jail Standards requires a 1:48 ratio of detention officers to inmates. Due to design, additional uniformed officers are required to insure compliance with the TCJS mandate of a 1:48 officer to inmate ratio. The result is increased personnel costs.
- 3) The Downtown Jail's operating costs are 30% higher than the County's Jail Annex located in east El Paso that was opened in 1997. The Annex is a one-story “podular/modular” design that contains twelve pods and holds a total of 1,454 inmates. Each pod consists of cells surrounding a central guard station. Within the next two years, the County will build four new pods at the Annex which will hold 432 inmate beds and 10 infirmary beds.
- 4) The County receives funding from the federal government to feed and house their federal prisoners. Currently, the operating costs for housing these federal prisoners exceeds the amount of federal funding received, resulting in a negative cash flow for this program.

Goals of the Feasibility Study

The primary goal is to save money on overall operating costs of the jail over the next 15 years. To provide a cost-benefit study to reduce taxpayer liability.

Provide sufficient information and costs for County stakeholders to have answers to the following questions:

- Should the Jail be maintained as-is for the remaining useful life of the facility?

- Should the Jail be remodeled with major infrastructure and cost efficiency improvements?
- Should the Jail be replaced in its current location with a new jail facility?
- Should a new jail location be considered to achieve the greatest operating cost savings?
- What's the appropriate number of beds for a County of our size? Should the number of inmates be reduced? Analyze the results of a Future Needs Assessment.

Submission of Qualifications

The consultant firm shall submit one original paper copy and eight (8) electronic copies of their qualifications in CD/DVD/Flash Drive format. Qualifications shall be submitted to the Purchasing Department in a sealed envelope marked as "RFQ# 14-011, Jail Feasibility Study" and addressed to: Kennie Downing, Purchasing Agent, County of El Paso, 800 E. Overland Ave, Ste 300, El Paso TX 79901 no later than **2:00 p.m. April 17, 2014, 2014.**

Scope of Work

All services included in this Scope of Work shall comply with Texas Commission on Jail Standards. It is anticipated that the Scope of Work will include:

Task #1: Facility Condition Assessment

Description:

- A) Consultant shall provide a detailed analysis of the Downtown Facility to determine the structural integrity of the building, condition of the infrastructure including plumbing, elevator, phone, security, HVAC, and electrical.
- B) Determine the remaining useful life of the building.
- C) Identify the major infrastructure repair needs and their estimated costs.
- D) Utility Analysis: Determine why the building is not energy efficient.

Deliverables:

- A written report summarizing the condition and an estimated repair costs of the building.
- Determine the facility condition index: How much/many repairs are needed versus how much the building is worth.

- Provide a priority list of repair projects- Assuming all repair projects can't be done at once, prepare a priority listing in logical order that the County can use as a Repair Plan for the next 5-10 years.
- Utility analysis report with recommendations to improve energy efficiency and estimated costs to make improvements.

Task #2: First Floor Security Analysis

Description:

Review of the front entrance and the windows on the first floor of the facility. Give recommendations for improved security.

Deliverables:

- First floor security analysis report with recommendations and estimated costs.

Task #3: Cost Analysis of federal prisoners

Description:

The Consultant shall determine the total operating "cost per prisoner" for housing federal prisoners at the Downtown Jail including utilities, salaries, food, clothing, transportation, etc. The County's Auditor's office has some financial records that will be made available to the consultant. Consultant shall determine the greatest financial benefit of housing federal prisoners versus state prisoners. Consultant shall determine the right number of federal prisoners for the county to run at a net savings annually, or break even, or not take the federal prisoners at all (if at a loss).

Deliverables:

- Report showing cost analysis of federal prisoners and recommendation of optimal number of federal prisons that should be housed.

Task #4: Analysis to determine the appropriate number of total inmate beds for a County of our size.

Description:

Review County records, Fort Bliss growth statistics, external factors, demographics, workload, staffing ratios compared to other Texas Counties.

Deliverables:

- Analysis report providing the appropriate number of inmate beds for the County.

- Assessment of future space needs based on historical and future projected community and facility growth and prisoner population needs.

Task #5: Cost Analysis of a Major Remodel of the Downtown Jail

Description:

- A) Consultant shall determine the total estimated cost for a complete remodel of the Downtown Jail that will address the infrastructure repairs listed in Task #1 and Task #2, and,
- B) The necessary space, floorplan and layout improvements listed below:
 - 1) Determine if each inmate floor can be redesigned to make the guard station officer count toward the 1:48 ratio.
 - 2) Determine if additional inmate cells can be added on each floor. Must be divisible by 48. There are two (2) unused dining areas on each floor that may provide the extra space needed.
 - 3) Additional office space that is ADA compliant is needed on the 2nd floor = 4 offices, and the 10th floor = 6 offices. The County will provide ADA analysis. A negative air flow medical ward for female inmates be added to the 10th floor, includes psychiatric special needs.
 - 4) Additional Storage space approximately 31 sq ft per floor, or as an alternative create a centralized parts storage area on the 4th floor.
 - 5) IT rooms currently aren't cooled. A cooling system is required. There are 4 IT rooms; three are enclosed and one is not: a) 10th floor room = 114 sq ft; b) 1st floor room = 81 sq ft; c) 2nd floor room = 31 sq ft; d) 1st floor (un-enclosed room) = 31 sq ft.
 - 6) Property Room needs to be expanded and climate control added. There are two property rooms: a) 2nd floor currently 384 sq ft but needs to be 800 sq ft; b) 11th floor currently 231 sq ft but needs to be 400 sq ft.
 - 7) The 2nd floor Booking and Releasing areas have exceeded their capacity. Needs to be re-designed to improve flow.
 - 8) Medical center needs to be expanded. Currently the medical center is 3,300 square feet. Ideally this size should double to 6,600 sq ft as the clinic needs to accommodate up to 20 inmates at one time.
 - 9) Make improvements to ensure ADA compliance throughout the facility. The report is available from Public Works.
 - 10) Increase the number of holding cells.

- C) Over the next 15 years, any projections as to potential future changes in costs to maintain the facility.

Deliverables:

- Cost estimates for design and construction of the above items, listed separately by line-item.

*Please note: This Scope of Work is not requesting actual design drawings, construction plans or specifications from the consultant, but simply to provide costs for this project.

- Estimated operating costs for the subsequent 5 years after the remodel is completed, and/or operating cost savings.
- 15-year projections of operational cost changes or increases.

Task #6: Cost Analysis of Constructing a new Downtown Jail on the current property.

Description:

The consultant shall gather all pertinent costs to demo the existing Downtown Jail and construct a new jail on the current site.

- A) The new jail must house the most cost effective number of inmates that meets the needs of the County.
- B) Contains office space for Sheriff and 34 administrative staff.
- C) Ratio of 1:48 is met, with sufficient line of sight of 48 inmates by one officer.
- D) Complies with TCJS standards.

Deliverables:

- Total Project Cost Estimate- Design, Construction of the building (i.e. construction cost estimate, furniture/ equipment, project management, fees, contingencies, etc.)
- Develop a concept design, “bubble” drawings, estimated footprint, and space allocation program identifying the key elements and size of a new correctional facility.
- Estimate of on-going operating costs for the first 15 years (utilities, maintenance, etc.) and/or operating cost savings.

- Provide the optimum number of federal inmates that should be housed at the new jail, (if a different number than provided in Task #3) that will keep the County in positive cash flow for this program.
- Provide a complete project schedule including realistic deadlines for design development and construction phases.
- Provide transitional plan and associated costs – transfer of inmates, housing of inmates, relocating jail staff.

Task #7: Cost Analysis of Constructing a new Jail in a new location.

Description:

The consultant shall gather all pertinent costs involved to construct a new jail in a new location, utilizing designs that will maximize the lowest operating costs possible.

- A. The number of inmate beds shall be the most cost effective number for the County.
- B. Includes an option to contain office space for Sheriff and administrative staff.
- C. Ratio of 1:48 is met, with sufficient line of sight of 48 inmates by one officer.
- D. Complies with TCJS standards.
- E. Determine the amount of land needed for the new jail within a cost effective proximity to the current location.

Deliverables:

- Total Project Cost Estimate-Purchase of land, Design, Construction of the building (i.e. construction cost estimate, furniture/ equipment, project management, fees, contingencies, etc.)
- List any design innovations that will lower operating costs to their maximum level.
- Estimate of on-going operating costs for the first 15 years (utilities, maintenance, transportation of inmates to the courts, etc.) and/or operating cost savings.
- Provide the optimum number of federal inmates (if any) that should be housed at the new jail, if any (if a different number than provided in Task #3) that will keep the County in positive cash flow for this program
- Provide a project schedule including realistic deadlines for design development and construction phases.

(PLEASE NOTE: If “Task 5 - Remodel”, Task 6 – “Re-Construction in same location”, or Task 7 Construction in new location” option is selected, the County will issue a separate RFQ- Request for Qualifications for actual design and engineering services or design/build. The feasibility consultant will be precluded from participating in the bidding process for design services and/or design/build services for these projects.)

Task #8: Every two weeks (or as per a mutually agreed upon schedule)

Consultant shall provide the Commissioners Court with a report showing of the status of the Tasks requested. Describe the milestones reached and the estimated completion date of each task.

Task #9: Final Report

Consultant shall complete the above tasks and provide fifteen (15) copies of a bound written Final Report based on the described scope of services, broken down by Task and deliverable. The report shall also be provided in an electronic format acceptable for widespread reproduction and distribution. El Paso County shall own all rights to any reports or promotional materials produced under this Scope of Services. The Consultant shall have the right to use images, references with the written consent of the County. The Consultant should also anticipate attending two County Commissioners Court meetings.

The Final Report shall be formatted as follows:

- a. Objective of Feasibility Study
- b. Problem Statement
- c. Findings of Task #1
- d. Findings of Task #2
- e. Findings of Task #3
- f. Findings of Task #4
- g. Findings of Task #5
- h. Findings of Task #6
- i. Findings of Task #7
- j. Feasibility Report Summary shall include a brief (no more than four pages) executive summary which concisely summarizes the findings of the entire document and may serve as a standalone document. Recommend which of the goals the County should pursue, based on the lowest overall cost and long term savings over the next 20 years.

[END OF SCOPE OF WORK]

MINIMUM QUALIFYING CRITERIA

The consultant firm shall have been in the business of providing feasibility studies and design services for jail construction for a minimum of 3 years.

Consultant shall propose experienced staff to work on this project which may include the following disciplines associated with this type of study and facility (i.e. Architectural, Mechanical, Electrical, Structural, Environmental, Site, Cost Estimating, Etc.). Provide resumes on all staff that will be assigned to the project. In addition, all proposed personnel assigned to this project must have the appropriate licenses, certifications and/or designations required to perform their task.

Provide qualifications (resumes) of any sub-consultants that will be assigned to the project and their specific duties and expertise.

The project manager (or principal overseeing development the study) shall have no less than 5 years experience designing and cost estimating for jail and detention center construction. Key staff shall have conducted a minimum of two jail feasibility studies in the United States.

Consultant must be licensed to do business in the State of Texas.

The consultant must have a working knowledge of applicable building codes and regulations regarding the construction and operation of like facilities.

The Consultant shall provide a list of all agencies where the Consultant has completed similar feasibility projects similar in scope and size of this project. Include agency name, address, contact name, phone number, e-mail.

The Consultant shall provide a list of three (3) agencies where the Consultant has been the design team for a jail or detention facility. Include agency name, address, contact name, phone number, e-mail, a brief description of the project, date of completion, and construction cost.

In addition to the standard liability insurance as described in the Standard Terms and Conditions of this RFQ, the CONSULTANT will be required to carry professional liability insurance in the amount of \$1,000,000.

The CONSULTANT must submit evidence of its capabilities, financial condition, staffing levels, firm background, etc.

EVALUATION CRITERIA

The Consultant Selection Committee (CSC) will review all qualifications and select a firm it considers most qualified to undertake the project. The following criteria will be used to evaluate the proposals:

1. Project Understanding 20 percent

2. Response to Scope of Services 35 percent
3. Project Manager/Staff Qualifications 30 percent
4. Firm Qualifications/Consultant References 10 percent
6. Project Schedule 5 percent

Individuals or firms may be invited to make presentations in person to the review committee assigned by the County of El Paso Commissioners' Court. Any communication with persons assigned to the review committee other than at the designated meeting date and time is prohibited.

The County Commissioners' Court will select a consulting firm and authorize the Purchasing Agent to negotiate a fee for the project. If a satisfactory contract cannot be negotiated with the highest rated highly qualified provider consultant, the County shall:

- (1) formally end negotiations with that provider;
- (2) select the next-highest qualified provider; and
- (3) attempt to negotiate a contract, and so on down the list of qualified providers until a contract is reached.

PROPOSAL FORMAT:

The proposal must be in compliance with the format described herein. The proposal shall be prepared on 8-1/2" x 11" paper bound on the long side. All pages are to be sequentially numbered. Unnecessarily elaborate proposals are not desired. Proposals should be concise, particularly with respect to past experience on other projects and the resumes of key personnel. Related experience is essential. Proposals shall not exceed 25 pages, not including resumes. Be specific on past and current assignments. Define the firm's involvement and responsibilities in each project.

The Consultant's proposal shall be prepared using the following format to facilitate evaluation. If a Consultant fails to provide the information requested in one or more sections, the proposal may be considered non-responsive:

- Cover Letter
- Scope of Work
- Key Personnel
- Related Projects
- Background Experience
- Project Timeline

Cover Letter: The proposal shall be submitted with a cover letter summarizing key points in the proposal. Any introductory remarks may also be placed in the cover letter. The cover letter should not exceed two pages in length. The Consultant shall identify what elements of the project they are proposing and the use of any sub-consultants in the cover letter. The letter must be signed by an individual authorized to bind the company in any resulting contract with the County. The letter must declare that its proposal is valid for at least 120 days.

Scope of Work: The Consultant shall describe its plans to provide the requested services. This section should include a narrative description of the proposed methodology to accomplish the required tasks, as well as any innovations used on similar projects that may be applicable to the project. The Consultant shall also provide a detailed scope of work for delivering the final product ready for use. The scope of work should be in detail to allow identification of all the items of work required and the respective deliverables.

Key Personnel: A list of key personnel for this project must be submitted along with a resume for each person. Each person's role on this project shall be identified.

Related Projects: A list of other contracts entered into by your team that are similar to this project should be provided. At least two contracts should be for Texas jail projects.

Each should include the degree of involvement by your firm and those personnel assigned to this project.

The CONSULTANT shall provide a list of all agencies where the CONSULTANT has completed similar feasibility projects similar in scope and size of this project. Include agency name, address, contact name, phone number, e-mail.

The CONSULTANT shall provide a list of three (3) agencies where the CONSULTANT has been the design team for a jail or detention facility. Include agency name, address, contact name, phone number, e-mail, a brief description of the project, date of completion, and construction cost.

Background Experience: This section should contain a brief history of your firm and any proposed subcontractors, names of principals, concise description of the types of work accomplished, indication of current staff size and location and other relevant background information. This section should also contain information demonstrating that your firm has a good working relationship with its clients.

Project Timeline: Provide an individualized list showing total number of days needed to complete each Deliverable.

In addition, provide the total number of days to fully complete the feasibility study, from receipt of a Notice to Proceed to submittal of Final Report.

**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. PROPOSAL PACKAGE

- a. The request for proposal, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all considered part of the proposal package. Proposals must be submitted on the forms provided by the County, including the proposal sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the proposal sheet/contract page (s) may disqualify the proposal from being considered by Commissioners’ Court. Any individual signing on behalf of the proposer expressly affirms that he or she is duly authorized to tender this proposal and to sign the proposal sheet/contract under the terms and conditions in this proposal. Proposer 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 proposal. 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 proposer is required to thoroughly review this entire proposal packet to familiarize themselves with the proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with the County.
- b. Proposal must be in the Purchasing Department BEFORE the hour and date specified. Faxed or e-mailed proposals will not be accepted. Late proposals will not be considered under any circumstances.**
- c. Any proposal sent via express mail or overnight delivery must have the RFP number and title clearly marked on the outside of the envelope or package. Failure to clearly identify your proposal may be cause for disqualification.

2. COMPETITIVENESS AND INTEGRITY

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

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

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

3. PROPOSER'S RESPONSIBILITY

The Proposer must affirmatively demonstrate its responsibility. The Proposer 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 Request for Proposal;
- 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 PROPOSALS

The County, acting through its Commissioners' Court reserves the right to: (1) reject any and all proposals and waive any informality in the proposals received; (2) disregard the proposal of any proposer determined to be not responsible. The County further reserves the right to reject any proposal 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 proposer to review the entire invitation to proposal 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 proposal procedures must be received in the Purchasing Department no less than seventy-two hours prior to the time set for proposal 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 proposer 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 PROPOSAL

The proposer will list on a separate sheet of paper any exceptions to the conditions of the proposal. This sheet will be labeled, "Exceptions to Proposal Conditions", and will be

attached to the proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

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

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

8. 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.

9. MODIFICATION OF PROPOSALS

A proposer may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by proposer guaranteeing authenticity. Proposals 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.

10. SIGNATURE OF PROPOSALS

Each proposal shall give the complete mailing address of the Proposer 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 proposal shall include the Proposer's Federal Employer Identification Number (FEIN), Failure to sign the Contract page(s) and proposal response sheet will disqualify the proposal from being considered by the County. The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to render the proposal and to sign the proposal sheets and contract under the terms and conditions of this RFP and to bind the Proposer 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.

11. 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 proposals in whole or in part received by reason of this RFP and may discontinue its efforts under this RFP 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 proposal, waive minor technicalities, or to award by item or by total proposal. Price should be itemized.

A Proposer whose proposal does not meet the mandatory requirements set forth in this RFP will be considered noncompliant.

Each Proposer, by submitting a proposal, agrees that if its proposal is accepted by the Commissioners' Court, such Proposer will furnish all items and services upon the terms and conditions in this RFP 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 Requests for Proposals.

12. 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. Proposer 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 Proposer has marked as confidential, proprietary, and/or trade secret.

13. 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 proposer(s) includes, but is not limited to, the proposer'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 proposer 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.

14. ESTIMATED QUANTITIES

Any reference to quantities shown in the Request for Proposals 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.

15. CONTRACTOR INVESTIGATION

Before submitting a proposal, 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 proposal 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.

16. NO COMMITMENT BY COUNTY

This Request for Proposal 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 request, or to procure or contract for services or supplies.

17. BEST AND FINAL OFFERS

In acceptance of proposals, the County reserves the right to negotiate further with one or more of the contractors as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County. This includes solicitations of a Best and Final Offer from one or more of the proposers. If invoked, it allows acceptable proposers the opportunity to amend, change or supplement their original proposal. Proposers may be contacted in writing requesting that they submit their best and final offer. Any such best and final offer must include discussed and negotiated changes.

18. SINGLE PROPOSAL 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 PROPOSALS

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

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

20. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this proposal, 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 Proposer's responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted.

21. PROPOSAL IDEAS AND CONCEPTS

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

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 PROPOSAL

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

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 proposer 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 proposer 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 proposer. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to the County. Insurance is to be placed with insurers having a best rating of no less than A. The Proposer 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 Proposer 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 Proposer 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 Proposer.

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

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 proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company,

association, organization, or corporation; that the proposal 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 proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, 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 proposal price of the contractor or any other bidder, or to fix any overhead, profit or cost element of the proposal 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 proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her proposal 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 proposal.

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 Request for Proposal.

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

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

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

Moreover, Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition. The New Proposer'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.

30. 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. Proposer 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 Proposer attributed to these delays, should any occur. In addition, Proposer 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.

31. ACCURACY OF DATA

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

32. SUBCONTRACTING/ASSIGNMENT

Proposer 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 Proposer of any of its responsibilities under this contract.

33. INDEPENDENT CONTRACTOR

Proposer 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 Proposer or its subcontractors perform in providing the requirements stated in the Request for Proposal.

34. MONITORING PERFORMANCE

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

The County of El Paso is an equal opportunity employer.

35. 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 (a)

(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

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 E. Overland, Suite PU300
El Paso, Texas 79901
(915) 546-2048
(915) 546-8180 Fax

RE: RFQ #14-011, Jail Feasibility Study

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 filling 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
Peter Gutierrez, Buyer II
Elvia Contreras, Formal Bid Buyer
Araceli Hernandez, Inventory Bid Technician
Lucy Balderama, Inventory Bid Technician
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 Manager
Monique Aguilar, Facilities Manager
Ernie Carrizal, Public Works Director
Richard Wiles, Sheriff
Sylvia Aguilar, Chief

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

RFQ # 14-011

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

Jail Feasibility Study RFQ #14-011

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Thursday, April 17, 2014. Did you visit our website (www.epcounty.com) for any addendums?

_____ Did you sign the Signature Page?

_____ Did you sign the “Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Nondiscrimination Status And Implementing Regulations” document?

_____ If seeking preference, did you sign the “Health Insurance Benefits Questionnaire”?

_____ Did you complete and sign the required “Ethics Training Affidavit Form”?

_____ Did you provide one original and eight (8) in CD/DVD/Flash Drive Format of your response? CD copies must reflect original hard copy.