



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., Thursday, November 2, 2017 to be opened at the County Purchasing Office the same date for Ink and Toner Cartridge for the County of El Paso.

**Bids must be in a sealed envelope and marked:
"Bid to be opened Thursday, November 2, 2017
Ink and Toner Cartridges for the County of El Paso
Bid #18-002"**

Do not contact the requesting department. Any questions or additional information required by interested vendors must be emailed to: bidquestions@epcounty.com before 10/26/2017, at 12:00 p.m. Bid number and title must be on the "Subject Line" of the email. Attempts to circumvent this requirement may result in rejection of the bid as non-compliant.

Any changes in the specifications will be posted on the County website as an addendum. It shall be the bidder's responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted. Website: www.epcounty.com; Bids and more.

Said contract shall be let to the lowest responsible bidder, and the **COMMISSIONER'S COURT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND WAIVE TECHNICALITIES.** Only bids that conform to specifications will be considered. Faxed bids will not be accepted. Successful bidder shall not order items or services until a Purchase Order is received from the County Purchasing Office. Payment will not be made on items delivered without a Purchase Order. Contract will be awarded by lump sum or line item, whichever is in the best interest of the County.

In order to remain active on the El Paso County Vendor list, each vendor receiving this bid must respond in some form. Vendors submitting a bid must meet or exceed all specifications herein. Vendors submitting a no bid must submit their reason in writing to the El Paso County Purchasing Department.

DEBRA CARREJO CPPO, CPPB
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 BID 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 bid 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 us at (915)546-2048.

EL PASO COUNTY SIGNATURE PAGE

Bid # 18-002
Ink and Toner Cartridges for the County of El Paso
Vendor must meet or exceed specifications

Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. **Please submit one (1) original copy and two (2) electronic versions of the complete bid (CD/DVD/Flash drive) in Word/PDF Format. Electronic 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 (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 ALL BIDS*****

Ink and Toner Cartridges for the County of El Paso

Bid # 18-002



**Opening Date
Thursday, November 2, 2017**

INTRODUCTION

This Request for Bid sets forth the specifications and requirements for the purchase of ink and toner cartridges for use by all departments within El Paso County jurisdiction. The County uses the following brands of printers and the County reserves the right to award a contract to more than one (1) bidder:

- Hewlett Packard
- Brother
- Canon
- Dell
- Epson
- Konica
- Lexmark
- Samsung
- Xerox

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. **CONTRACT TERMS:** Successful vendor(s) will be awarded a one (1) year contract, effective from date of award or notice to proceed as determined by El Paso County Purchasing. **Prices must remain firm for the entire contract. Contract will be awarded by lump sum or line item, whichever is in the best interest of the County with no extension options.**

2. **SECONDARY AWARD:** Secondary vendors serve in a back-up capacity only. In the event the primary is unable to honor the terms and conditions of the contract, the secondary vendor may be called. The primary vendor is the first contact. Use of the secondary must be approved, in writing, by the El Paso County Purchasing Agent or her designee.
 - a. In the event the secondary vendors are called upon, they will offer the goods and services at their bid prices, or better. Any attempt to increase the original bid price may be cause to remove the vendor from the contract. This in no way negatively affects the status of the primary vendor.
 - b. Would you, the Bidder, be willing to accept a secondary award based on the above?
 Yes No

3. **GENERAL REQUIREMENTS:**
 - A. **Vendor must certify that the product(s) bid are authentic. Any product found to be counterfeit will be brought to the attention of the appropriate authorities and will be subjected to confiscation and non-payment.**

 - B. Products that do not comply with specifications will not be considered.

- C. Bidders must be an authorized dealer of the products bid.
- D. **Successful bidder(s) must supply a manufacturer's list of toners.**
- E. El Paso County may require Certificates of Authorization from dealers for the products bid.
- F. All Shipping/Delivery/Installation charges must be included in the Unit Price.
- G. Delivery time A.R.O. (After Receipt of Order) will be a factor in the evaluation of this bid.
- H. **Vendor must provide the County Purchasing Department notice of any change in delivery time, including those due to closure of the vendor's facility for holidays or due to unplanned circumstances requiring a delay of more than two (2) days.**
- I. El Paso County is not obligated to return empty toner cartridges.
- J. Items will be ordered in various quantities on an "As-Needed" basis with no minimum orders.
- K. Award(s) of bid will be made on the lowest responsible price "PER ITEM". Prior bid award tabulations can be found at the El Paso County website: www.epcounty.com. Click Bids and More; click List of Bids; click 2018 List of Bids; scroll to Bid #18-002; click on 18-002 in the tabulation column.
- L. All deliveries must be made per the requirements on each Purchase Order. Failure to comply may result in non-acceptance of delivery and the need for the shipper to reschedule the delivery at no additional cost to El Paso County.
- M. Bid Price Sheet: All respondents must provide the information requested in the spaces provided on the Bid Price Sheet. For items not bid on, enter "No Bid" in the space provided.

4. **WARRANTY:**

- A. El Paso County expects the vendor(s) to be the single point of contact for all returns/replacements. This means that the vendor must be able to handle **ALL** functions necessary for returns/replacements based on one (1) phone call, fax or e-mail, with a response/confirmation of action within twenty-four (24) hours.
- B. **Vendors must allow defective cartridges to be returned for up to one (1) year from the date sold. Defective cartridges will be returned at the Vendor's expense.** Vendor(s) shall be responsible for all costs associated with pick-up, packaging, and transportation of returned/replacement cartridges between the user's site and the vendor's location. **Toners supplied by Primary**

Vendors which are found to be continually defective, requiring replacement repeatedly over a six (6) month period will result in cancellation of the awarded item to Primary Vendor and awarded to the Secondary Vendor.

BIDS WILL BE EVALUATED BASED ON THE FOLLOWING:

- a. Unit Price
- b. Delivery – Indicate the estimated number of business days for delivery per item

FAILURE OF THE BIDDER: Failure of the bidder to comply with any of the specifications contained in this bid after contract award will justify action by El Paso County to terminate contract for any or all awarded items on this bid with that particular bidder. Successful vendors who do not comply will be offered an opportunity to resolve noted deficiencies. Failure to resolve deficiencies in a timely manner may justify cancellation of contract and subsequent award to the next low bidder who complies with the bid specifications.

TECHNICAL SPECIFICATIONS: Due to the nature of processing performed by El Paso County and its constant endeavor to provide the highest level of services, it is imperative that all products being proposed offer the highest level of quality and reliability. The materials procured from the award of this contract should contribute to this objective.

1. Inkjet Cartridges and Laser Toner Cartridges:

A. Bidders must bid Original Equipment Manufacturer (OEM) for ALL ITEMS ON BID.

B. The term “Cartridge Packaging” includes, at a minimum, the following:

- 1. The Contractor shall clearly label each toner cartridge with the manufacturer’s/supplier’s name and cartridge model number.
- 2. Each toner cartridge shall be packaged in an anti-static moisture proof bag and either heat-sealed or zip-locked, meeting or exceeding OEM standards. The cartridge shall then be placed in a protective cradle prior to being packaged in an external carton.
- 3. The external carton and packaging of the toner cartridge shall protect the cartridge from damage during shipping.
- 4. Packaging for the toner cartridges shall be constructed to permit users to repackage spent cartridges. It is desirable that all corrugated packaging contain a minimum of 35% post-consumer recycled content and provide certification from the carton manufacturer/supplier to verify the actual percentage of recycled content.
- 5. The external carton or an internal shipping invoice shall identify toner cartridge type (make and model), the Contractor’s name, address and

telephone number, and the **purchase order number**. All cartridge boxes or internal shipping invoices will also bear the use by date for shelf life and inventory purposes.

C. Defective Cartridges:

1. If there is a problem with a new toner cartridge, the Contractor's representative shall be capable of discussing the contract and correcting any problems, and may be required to visit the individual Department utilizing the new toner cartridge in person within two (2) business days after notification.
2. **All cartridges**, shall be guaranteed to perform to the manufacturers' OEM specifications and to the satisfaction of El Paso County. **The cartridge shall equal or exceed the yield of the manufacturer's (OEM) specification.** Any cartridge found defective, shall be replaced free of charge regardless of the amount of toner remaining in the cartridge. Defective cartridges shall be replaced or monies refunded **within five (5) calendar days after the Vendor is also notified.**
3. If the defective cartridge causes damage to the equipment, the Vendor shall be responsible for the payment of the repair, or replacement. **All defective toner cartridges will be returned to the Vendor at the Vendor's expense.** The Vendor shall supply pre-paid mailing labels, or shall pick up defective cartridge(s) at the location of toner cartridge delivery. Replacement cartridges shall be properly marked as replacements and identified by the Purchase Order Number. If El Paso County has continued uncorrected problems with a particular model, or if there are page yields consistently below OEM standards or approved manufactured toner cartridge industry standards, the County may cancel the cartridge model from the contract. If the toner cartridge defect rate exceeds three (3%) percent of all cartridges utilized within any six (6) month period, the County reserves the right to cancel the contract.

D. Exhibit A is a list of all current County delivery addresses. This list is subject to change. It is the vendor's responsibility to deliver to all locations indicated.

EXHIBIT A

County Purchasing	800 E. Overland, Lower Level, 79901
County Courthouse	500 E. San Antonio, 79901
Adult Probation – Clint	190 San Elizario Rd., Clint, TX 79836
Adult Probation – CRTC	3700 Mattox, 79925
Adult Probation – Eastside	2350 George Dieter Dr., Ste. C, 79936
Adult Probation – Northeast	4641 Cohen, Ste. C, 79924
Adult Probation – Northwest	435 Vinton Rd., Ste. A., Vinton, TX 79821
Adult Probation – Ysleta	9521 Socorro Rd., Ste. A-4, 79927
Adult Probation – Special Programs IPP ...	7145 Industrial, Ste. A, 79915
Agricultural Co-Op Extension	301 Manny Martinez Sr. Dr., 2 nd Floor, 79905
Ascarate Golf Course and Parks and Special Events.....	6900 Delta Dr., 79905
Family & Community Services-Agua Dulce Self-Help Center	15371 Kentwood, 79928
Family & Community Services – Ysleta	9521 Socorro Rd., Ste. B-1, 79927
Family & Youth Services	6314 Delta Dr., 79905
HR Sheriff’s Office	3850 Justice Rd., 79938
Justice of the Peace 1	424 Executive Center Blvd., Ste. 100, 79902
Justice of the Peace 2	4641 Cohen, Ste. A, 79924
Justice of the Peace 4	2350 George Dieter, Ste. A, 79936
Justice of the Peace 5	9521 Socorro Rd., Ste. B-2, 79927
Justice of the Peace 6	190 San Elizario Rd., Clint, TX 79836
Justice of the Peace 6, Place 2	14608 Greg Dr., 79938
Justice of the Peace 7	435 Vinton Rd., Vinton, TX 79821

Juvenile Detention Facility	6400 Delta Dr., 79905
Juvenile Court Referee 1 & 2	6400 Delta Dr., 79905
Medical Examiner	4505 Alberta Ave., 79905
Mental Health Support Services	6314 Delta Dr., 79905
Road & Bridge – Canutillo	191 Canutillo Ave., Canutillo, TX 79835
Road & Bridge – Fabens	1331 N. Fabens, Fabens, TX 79838
Road & Bridge – Montana	14698 Van Lane, 79938
Road & Bridge – On-Site	14612 Greg Dr., 79938
Sheriff – Academy	12501 Montana Ave., 79938
Sheriff – Administration	3850 Justice Rd., 79938
Sheriff – Detention Facility	601 E. Overland, 79901
Sports Park	1780 N. Zaragosa, 79936
Tax Office	301 Manny Martinez Sr. Dr., 79905
West Texas HIDTA-ISC	660 S. Mesa Hills, Ste. 1060, 79912

BID PRICE SHEET
Bid #18-002
Ink and Toner Cartridges for the County of El Paso

Quantities indicated on the Bid Price Sheets are annual estimates based upon the best available information. Orders will be placed throughout the year on an "as-needed" basis. The County reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price.

THIS QUESTION MUST BE ANSWERED BY BIDDER:

Is your Company an authorized reseller of the OEM products offered? Yes _____ No _____

SECTION A - HP TONERS/INK CARTRIDGES (Do not bid other than Hewlett Packard for Section A.)

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	DELIVERY DAYS A.R.O.
1	51645A#140	1	\$	
2	51649A	2	\$	
3	B3B32FN#140	2	\$	
4	C2P01FN#140	4	\$	
5	C2P04AN#140	7	\$	
6	C3903A	3	\$	
7	C4092A	8	\$	
8	C4096A	1	\$	
9	C4127X	10	\$	
10	C4906AN#140	1	\$	
11	C5064A	1	\$	
12	C7115A	11	\$	
13	C7115X	1	\$	
14	C8061D	2	\$	
15	C8061X	10	\$	
16	C8543X	17	\$	
17	C8765WN#140	1	\$	

18	C9363WN#140	16	\$
19	C9385AN#140	4	\$
20	C9386AN#140	1	\$
21	C9387AN#140	1	\$
22	C9388AN#140	1	\$
23	C9396AN#140	2	\$
24	C9469A	1	\$
25	C9470A	1	\$
26	C9720A	4	\$
27	C9721A	1	\$
28	C9722A	1	\$
29	C9723A	3	\$
30	C9730A	2	\$
31	C9731A	1	\$
32	C9732A	1	\$
33	C9733A	1	\$
34	CB327FN#140	23	\$
35	CB400A	7	\$
36	CB401A	1	\$
37	CB402A	3	\$
38	CB403A	5	\$
39	CB435A	1	\$
40	CB436A	21	\$
41	CB540A	4	\$
42	CB540AD (2/PK)	2	\$
43	CB541A	4	\$

44	CB542A	5	\$
45	CB543A	5	\$
46	CC364A	52	\$
47	CC364X	41	\$
48	CC364XD	1	\$
49	CC530A	9	\$
50	CC530AD (2/PK)	2	\$
51	CC531A	18	\$
52	CC532A	10	\$
53	CC533A	11	\$
54	CD975AN#140	1	\$
55	CE250A	2	\$
56	CE250X	3	\$
57	CE251A	5	\$
58	CE252A	3	\$
59	CE253A	4	\$
60	CE255A	8	\$
61	CE255X	8	\$
62	CE255XD	1	\$
63	CE257A	1	\$
64	CE260A	8	\$
65	CE261A	4	\$
66	CE262A	4	\$
67	CE263A	4	\$
68	CE270A	3	\$
69	CE270AC	1	\$

70	CE271A	3	\$
71	CE271AC	1	\$
72	CE272A	2	\$
73	CE273A	2	\$
74	CE278A	21	\$
75	CE285A	10	\$
76	CE320A	1	\$
77	CF331A	1	\$
78	CF332A	1	\$
79	CF333A	1	\$
80	CE390A	123	\$
81	CE390X	25	\$
82	CE390XD	1	\$
83	CE400A	13	\$
84	CE400X	1	\$
85	CE401A	8	\$
86	CE402A	6	\$
87	CE403A	8	\$
88	CE410A	24	\$
89	CE410X	4	\$
90	CE410XD	1	\$
91	CE411A	1	\$
92	CE412A	1	\$
93	CE413A	3	\$
94	CE505A	70	\$
95	CE505D (2/PK)		

96	CE505X	7	\$
97	CF210A	3	\$
98	CF211A	2	\$
99	CF212A	3	\$
100	CF213A	3	\$
101	CF214A	3	\$
102	CF226A	10	\$
103	CF226X	1	\$
104	CF230X	2	\$
105	CF280A	240	\$
106	CF280X	3	\$
107	CF280XD (2/PK)	2	\$
108	CF281A	1	\$
109	CF283A	9	\$
110	CF283AD (2/PK)	1	\$
111	CF320A	21	\$
112	CF321A	2	\$
113	CF322A	2	\$
114	CF323A	2	\$
115	CF325X	1	\$
116	CF351A	10	\$
117	CF352A	10	\$
118	CF353A	10	\$
119	CF359A	20	\$
120	CF360A	1	\$
121	CF360X	2	\$

122	CF361A	5	\$
123	CF361X	3	\$
124	CF362A	4	\$
125	CF362X	2	\$
126	CF363X	2	\$
127	CF370AM (3/PK)	3	\$
128	CF410A	13	\$
129	CF411A	7	\$
130	CF412A	6	\$
131	CF413A	9	\$
132	CH563WN#140	4	\$
133	CN045AN#140	9	\$
134	CN046AN#140	6	\$
135	CN047AN#140	6	\$
136	CN048AN#140	12	\$
137	CN049AN#140	4	\$
138	CN051AN#140	1	\$
139	CN052AN#140	1	\$
140	CN053AN#140	4	\$
141	CN054AN#140	2	\$
142	CN057AN#140	3	\$
143	CZ138FN#140	2	\$
144	CZ143FN#140	1	\$
145	D8J69FN#140	5	\$
146	Q1338A	23	\$
147	Q2612A	13	\$

148	Q2612D	6	\$
149	Q2613A	2	\$
150	Q2613X	1	\$
151	Q2624A	17	\$
152	Q2670A	6	\$
153	Q2671A	3	\$
154	Q2672A	4	\$
155	Q2673A	3	\$
156	Q2683A	1	\$
157	Q3961A	1	\$
158	Q3962A	2	\$
159	Q3963A	2	\$
160	Q3973A	1	\$
161	Q5942A	58	\$
162	Q5942X	23	\$
163	Q5949A	25	\$
164	Q5949XD	2	\$
165	Q5950A	3	\$
166	Q5951A	5	\$
167	Q5952A	5	\$
168	Q5953A	5	\$
169	Q6000A	10	\$
170	Q6001A	6	\$
171	Q6002A	6	\$
172	Q6003A	7	\$
173	Q6470A	3	\$

174	Q6471A	9	\$	
175	Q6472A	5	\$	
176	Q6473A	6	\$	
177	Q6511A	8	\$	
178	Q7551A	33	\$	
179	Q7551X	1	\$	
180	Q7553A	11	\$	
181	Q7553X	1	\$	
182	Q7581A	5	\$	
183	Q7582A	4	\$	
184	Q7583A	5	\$	

SECTION B - BROTHER TONER/INK CARTRIDGES (OEM only.)

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	DELIVERY DAYS A.R.O.
185	BRTLC51B+B187:F202K	1	\$	
186	BRTLC65HYC	2	\$	
187	BRTLC65HYM	2	\$	
188	BRTLC65HYY	2	\$	
189	BRTTN221BK	2	\$	
190	BRTTN310BK	5	\$	
191	BRTTN310M	1	\$	
192	BRTTN315BK	5	\$	
193	BRTTN310C	2	\$	
194	BRTTN315C	2	\$	
195	BRTTN315M	2	\$	
196	BRTTN315Y	2	\$	
197	BRTTN350	11	\$	

198	BRTTN360	3	\$	
199	BRTTN420	4		
200	BRTTN430	21	\$	
201	BRTTN450	25	\$	
202	BRTTN460	9	\$	
203	BRTTN540	20	\$	
204	BRTTN620	3	\$	
205	LC41-3PKS	2	\$	
206	LC65HYBKS	2	\$	

SECTION C - CANON TONERS/INK CARTRIDGES (OEM only.)

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	DELIVERY DAYS A.R.O.
207	3479B001	2	\$	
208	3480B001AA	2	\$	
209	0263B001BA	15	\$	
210	0264B001AA	1	\$	
211	0620B002AA	17	\$	
212	0621B002AA	18	\$	
213	0622B002AA	15	\$	
214	0623B002AA	32	\$	
215	0624B002AA	18	\$	
216	0625B002AA	46	\$	
217	1388A003AA	5	\$	
218	1511B002	6	\$	
219	1557A002BA	8	\$	
220	2617B001AA	8	\$	
221	3480B001	2	\$	

222	3500B001AA	4	\$	
223	3842A006AA	1	\$	
224	4705A037	1	\$	
225	CNM6647A003AA	3	\$	
226	CNMCARTRIDGE104	2	\$	
227	CNMCARTRIDGE106	2	\$	
228	CNMCLI8C	10	\$	
229	CNMCLI8M	2	\$	
230	CNMCLI8PC	15	\$	
231	CNMCLI8PM	23	\$	
232	CNMGPR16	3	\$	
233	CNMPGI35	3	\$	

SECTION D - DELL TONERS (OEM only.)

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	DELIVERY DAYS A.R.O.
234	P7RMX	2	\$	
235	PK941	5	\$	

SECTION E - EPSON INK CARTRIDGES (OEM only.)

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	DELIVERY DAYS A.R.O.
236	EPST159020	1	\$	
237	EPST068120-D2	1	\$	
238	EPST068520-S	1	\$	
239	EPST159120	5	\$	
240	EPST159220	6	\$	
241	EPST159320	2	\$	
242	EPST159420	2	\$	

243	EPST159720	1	\$	
244	EPST159820	2	\$	
245	EPST159920	1	\$	
246	EPST676XL120-S	4	\$	
247	EPST676XL320-S	4	\$	
248	EPST676XL420-S	4	\$	

SECTION F - KONICA TONERS (OEM only.)

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	DELIVERY DAYS A.R.O.
249	KMN4161106	1		

SECTION G - LEXMARK TONERS (OEM only.)

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	DELIVERY DAYS A.R.O.
250	LEX50F1H00	4	\$	
251	LEX62D1H00	5	\$	
252	LEX64015SA	27	\$	
253	LEXC5220CS	1	\$	
254	LEXC5220MS	1	\$	
255	LEXE360H11A	1	\$	
256	LEXT650A11A	2	\$	
257	LEXT650H11A	4	\$	
258	LEXX264A11G	2	\$	
259	LEXX651A11A	22	\$	
260	LEXX651H11A	1	\$	

SECTION H - SAMSUNG TONERS (OEM only.)

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	DELIVERY DAYS A.R.O.
261	SASMLTP206A	4	\$	
262	SASMLTD105S	6	\$	
263	SASMLTD208S	1	\$	
264	SASSCXD6555A	4	\$	

SECTION I - XEROX TONERS (OEM only.)

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	DELIVERY DAYS A.R.O.
265	XER006R01275	3	\$	
266	XER106R01409	3	\$	
267	XER106R01047	2	\$	
268	XER106R01486	1	\$	
269	XER106R02309	2	\$	
270	XER108R00795	4	\$	
271	XER113R00720	1	\$	

General Provisions County of El Paso, Texas

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

1. BID/PROPOSAL PACKAGE

- a. The request for bid/proposal, general and special provisions, drawings, specifications/line item details, contract documents and the bid/proposal sheet are all considered part of the bid/proposal package. Bids/Proposals must be submitted on the forms provided by the County, including the bid/proposal sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the bid/proposal sheet/contract page (s) may disqualify the bid/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 bid/proposal and to sign the bid/proposal sheet/contract under the terms and conditions in this bid/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 bid/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 bidder/proposer is required to thoroughly review this entire bid/proposal packet to familiarize themselves with the bid/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. **Bid/Proposal must be in the Purchasing Department BEFORE the hour and date specified. Faxed or e-mailed bids/proposals will not be accepted. Late bids/proposals will not be considered under any circumstances.**
- c. Any bid/proposal sent via express mail or overnight delivery must have the BID/RFP number and title clearly marked on the outside of the envelope or package. Failure to clearly identify your bid/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 bid/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 bids/proposals. The signature acknowledges that the proposer has read the bid/proposal documents thoroughly before submitting a bid/proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications.

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

3. BIDDERS'S/PROPOSER'S RESPONSIBILITY

The Bidder/Proposer must affirmatively demonstrate its responsibility. The Bidder/Proposer must also meet the following minimum requirements:

- Have been in business of providing services for a minimum of one (1) 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 Bid/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 BIDS/PROPOSALS

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

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

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

The Bidder/Proposer must specify in its bid/proposal any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the bid/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. PRICING

Bid/Proposals 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/Proposal will be either lump sum or unit prices as shown on the bid/proposal 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/RFP subject to unlimited price increases will not be accepted. The County is tax exempt and no taxes should be included in your bid/proposal.

Unless prices and all information requested are complete, bid/proposal 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/PROPOSALS

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

11. SIGNATURE OF BIDS/PROPOSALS

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

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.

Bid/Proposals will be made to the responsible proposer whose bid/proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Bid/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/proposals in whole or in part received by reason of this BID/RFP and may discontinue its efforts under this BID/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 bid/proposal, waive minor technicalities, or to award by item or by total bid/proposal. Price should be itemized.

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

Each Bidder/Proposer, by submitting a bid/proposal, agrees that if its bid/proposal is accepted by the Commissioners' Court, such Bidder/Proposer will furnish all items and services upon the terms and conditions in this BID/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 Bids/Proposals.

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/Proposer agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its bid/proposal. County agrees to provide

notice to Bidder/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.

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, bid/proposal package, any addenda issued, and any change orders issued during the work.

The criteria utilized for determining responsibility of bidder/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 bidder/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.

15. ESTIMATED QUANTITIES

Any reference to quantities shown in the Request for Bids/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.

16. CONTRACTOR INVESTIGATION

Before submitting a bid/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 bid/proposal 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 Request for Bid/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 bid/proposal to this request, or to procure or contract for services or supplies.

18. BEST AND FINAL OFFERS

In acceptance 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.

19. SINGLE BID/PROPOSAL RESPONSE

If only one (1) bid/proposal is received in response to the Request for Bids/Proposals, a detailed cost bid/proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost bid/proposal in order to determine if the price is fair and reasonable.

20. REJECTION/DISQUALIFICATION OF BIDS/PROPOSALS

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

- A. Failure to use the bid/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 bid/proposal form.
- C. Failure to properly complete the bid/proposal.
- D. Bids/proposals that do not meet the mandatory requirements.
- E. Evidence of collusion among bidders/proposers.

21. CHANGES IN SPECIFICATIONS

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

22. BID/PROPOSAL IDEAS AND CONCEPTS

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

23. BID/PROPOSAL DISCLOSURES

Results of bids/proposals for the purchase of goods, materials, general services and construction are considered public information at the time of the bid/proposal opening. All information contained in the bid/proposal response is available for public review.

The Proposal for Services: Only the names of those who submitted proposals will 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.

24. WITHDRAWAL OF BID/PROPOSAL

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

25. 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.

26. 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 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.

County of El Paso shall be listed as the additional insured on policy certificates and shall be notified of changes to the policy during the contractual period.

27. MANDATORY DISCLOSURES:

Texas law requires the following disclosures by vendors:

Conflict of Interest Disclosure Reporting (required of all vendors responding to the Bid/RFP/RFQ)

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity make certain disclosures. In 2015, the Texas Legislature updated the law and the Texas Ethics Commission made corresponding changes to the Conflict of Interest Questionnaire (CIQ Form), in which the vendor must disclose any covered affiliation or business relationship with County personnel that might cause a conflict of interest with a local government entity. A list of County elected officials and employees that will award the bid/proposal and/or make recommendations for award are included in this bid/proposal. By law, a completed questionnaire must be filed with the County of El Paso County, Texas. If no conflict of interest exists, write "N/A" or "None" in Box 3 of the CIQ Form. For vendor's convenience, a blank CIQ Form is enclosed with this bid/proposal. Blank CIQ Forms may also be obtained by visiting the Purchasing Department website at: <http://epcounty.com/purchasing/bids/default.htm>

Disclosure of Interested Parties (only required of vendors who are awarded the Bid/RFP/RFQ)

In 2015, the Texas Legislature added Section 2252.908 to Chapter 2252 of the Texas Government Code. Pursuant to Section 2252.908, for contracts entered into January 1, 2016 and after, the awarded vendor must submit to the County a completed "Certificate of Interested Parties" form, which will be included in the Commissioners Court agenda at the time the contract is approved and sent to the Texas Ethics Commission within 30 days thereafter.

Compliance with this new requirement requires logging into the Texas Ethics Commission website, at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm Several instructional videos are available there.

28. NON-COLLUSION AFFIDAVIT

The contractor declares, by signing and submitting a bid/proposal, that the bid/proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid/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 bid/proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid/proposal, or 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/proposal price of the contractor of any other bidder/proposer, or to fix any overhead, profit or cost element of the bid/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 bid/proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her bid/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, bid/proposal depository, or to any member or agent thereof to effectuate a collusive or sham bid/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 Bid/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.

29. 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.

30. MERGERS, ACQUISITIONS

The Bidder/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 bid/proposal is submitted.

If subsequent to the award of any contract resulting from this BID/RFP the Bidder/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 Bidder's/Proposer's Federal Identification Number (FEIN); and
3. New Bidder's/Proposer's proposed operating plans.

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

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/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 Bidder/Proposer attributed to these delays, should

any occur. In addition, Bidder/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.

32. ACCURACY OF DATA

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

33. SUBCONTRACTING/ASSIGNMENT

Bidder/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 Bidder/Proposer of any of its responsibilities under this contract.

34. INDEPENDENT CONTRACTOR

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

35. MONITORING PERFORMANCE

The County shall have the unfettered right to monitor and audit the Vendor's work in every respect. In this regard, the Vendor shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Vendor shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Bidder's/Proposer's work and performance under this contract. In the event any such material is not held by the vendor 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/proposal 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 # 18-002, Ink and Toner Cartridge for the County of El Paso

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 David Stout
Commissioner Vincent M. Perez
Commissioner Andrew Haggerty

County Employees: Debra Carrejo CPPO, CPPB-Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Pete Gutierrez, Buyer II
Betsy Keller, County Administrator
Lucy Balderama, Inventory Bid Technician
Blanca Carbajal, Inventory Bid Technician
Elvia Jauregui, Formal Bid Supervisor/Buyer
Edward Dion, County Auditor
Barbara Franco, Auditor First Assistant
Wallace Hardgrove, Budget & Financial Manager
Lee Shapleigh, Assistant County Attorney
Diana Shearer, Assistant County Attorney
Ian R. Kaplin, Assistant County Attorney
Michael Martinez, Administration
Lorena Rodriguez, Analyst
Myrna Ruz, Buyer

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7</p> <p style="text-align: center;">_____ Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;">_____ Date</p>	

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Effective January 1, 2016, Texas Legislature adopted [House Bill 1295](#), which states that a governmental agency may not enter into certain contracts with a business entity, unless the business entity submits a disclosure of interested parties to the governmental entity. **This Certificate of Interested Parties - Form 1295 must be submitted before the county can enter into the contract**

- The Form 1295 must be submitted online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
- Upon completion, you will be provided a verification printout.
- The printout must be notarized and then submitted to the County of El Paso for verification.

Upon the County's receipt of your notarized Form 1295, the contracting process can begin. Failure to complete and submit the Form 1295 will delay the contract from possibly being awarded and could result in loss of the contract

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

COUNTY OF EL PASO, TEXAS

Solicitation Check List

Bid # 18-002

Ink and Toner Cartridges for the County of El Paso

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Thursday, November 2, 2017. 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 "Conflict of Interest Questionnaire"?

_____ Did you sign and complete the required "Certificate of Interested Parties Form"?

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

_____ Did you provide one original and two (2) electronic versions of the complete bid (CD/DVD/Flash drive) in Word/PDF Format? Electronic copies must reflect the original hard copy.