



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

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### **Notice to Interested Parties**

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 800 E. Overland, RM 300, El Paso, Texas 79901 before 2:00 p.m., Monday, February 10, 2014 to be opened at the County Purchasing Office the same date for Office Furniture for the Northwest Annex. A pre-proposal conference will be held on Thursday, January 30, 2014, at 10:00 a.m. in the Purchasing Conference Room located at 800 East Overland, room 300 El Paso, Texas 79901.

**Proposals must be in a sealed envelope and marked:  
"Proposals to be opened Monday, February 10, 2014  
Office Furniture for the Northwest Annex  
RFP Number 14-002"**

**Do not contact the requesting department. Any questions or additional information required by interested vendors must be e-mailed to: [bidquestions@epcounty.com](mailto:bidquestions@epcounty.com) before Friday, January 31, 2014, at 12:00 p.m. Proposal 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](http://www.epcounty.com); Bids and more.

Award will be made based on a review of qualifications, scope of services and price. **COMMISSIONER'S COURT RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND WAIVE TECHNICALITIES.** Only proposals that conform to specifications will be considered. Successful Proposer shall not order items or services until a Purchasing Order is received from the County Purchasing Office. Payment will not be made on items delivered without an Agreement.

In order to remain active on the El Paso County Vendor list, each Vendor receiving this proposal must respond in some form. Vendors submitting a proposal must meet or exceed all specifications herein.

**KENNIE DOWNING**  
Purchasing Agent

# El Paso County Code of Ethics Training Affidavit

(This form must be signed by an officer, principal, or individual authorized to bind the company under a contract with the County.)

IN COMPLIANCE WITH §161 OF THE TEXAS LOCAL GOVERNMENT CODE, ANY VENDOR INVOLVED IN A SINGLE PROCUREMENT EXCEEDING \$50,000 MUST COMPLETE THE ENCLOSED ETHICS TRAINING BEFORE SUBMITTING A BID OR PROPOSAL WITH THE COUNTY OF EL PASO.

Purpose: The stability of democracy depends upon the continuing consent of the governed, which in turn depends upon the trust the electorate holds for its government. The Ethics Commission of the County of El Paso, Texas, in concert with elected county officials, as well as leaders of the various county departments, recognizes the need to maintain the public trust and confidence in the workings of county government and thus adopts this Code of Ethics.

What is a vendor:

Any person or their representative or employee whose goods and services are purchased under the terms of a purchase order or contractual agreement with the county; and any other persons doing business with the County.

Procurement: In advising upon, discussing, recommending, and/or granting any County purchases, bids or contracts, County public servants shall inform themselves about their financial interests, and shall make a reasonable effort to inform themselves about the financial interest of their family members.

County public servants shall excuse themselves from exercising influence, participating in, discussing, recommending, and/or granting of any County purchases, bids, or contracts if they or a family member have a substantial financial interest.

Private Communication: No member of the El Paso County Commissioners Court, County Elected Officials/Department Heads or the El Paso County Hospital District Board of Managers shall permit any vendor, its lobbyists, representative, or employee to communicate with him privately regarding any procurement of items by the County or the Hospital District from the date that the bid, RFP, or RFQ is authorized or released, whichever is first. No private communication regarding the purchase shall be permitted by a member of the Commissioners Court, a county elected official/department head, or

## El Paso County Code of Ethics Training Affidavit (continued)

the hospital district board of managers until the procurement process is complete and a purchase order is granted or a contract is entered into.

Members of the Commissioners Court, county elected officials/department heads and the board of managers shall make a reasonable effort to inform themselves regarding procurements and shall have a duty to inquire of vendors, their lobbyists, representatives, or employees, the nature of the private communication being sought prior to engaging in any communication.

This prohibition against private communication with vendors, their lobbyists, representatives, or employees shall apply to commissioners court approval of hospital district purchases.

I \_\_\_\_\_ am an officer, principal, or individual  
(Full Name)  
authorized to bind the company, known as

\_\_\_\_\_  
(Company name)

By reading and signing this document, I confirm that I have been trained in the County of El Paso's Code of Ethics. I understand that any contact by myself or any representative of the company with a County of El Paso official or county employee, other than those shown on the RFP or bid documents shall cause the bid or proposal to be immediately disqualified from consideration of award.

Name \_\_\_\_\_

Title \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



**EL PASO COUNTY PURCHASING DEPARTMENT  
800 E. OVERLAND AVE., ROOM 300  
EL PASO, TEXAS 79901  
(915) 546-2048  
FAX: (915) 546-8180**

**Memorandum**

**To:** All Vendors

**Subject:** County Purchasing New Vendor/Bid System & Online Vendor Registration

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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](http://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 – RFP # 14-002**  
**Office Furniture for the Northwest Annex**  
Vendor must meet or exceed specifications

Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. **Please submit one (1) original copy and four (4) CD copies in Word/PDF Format of your proposal. CD copies must reflect 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 proposal, I hereby represent and warrant to El Paso County that I have read and understood the Proposal Documents and the Contract Documents and this proposal is made in accordance with the Proposal Documents.

Please quote prices and discounts on the following items:

F. O. B. El Paso County

\_\_\_\_\_  
Company

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Federal Tax Identification No.

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Ethics Representative (refer to page 2)

\_\_\_\_\_  
Ethics Training Date or Expiration Date

\_\_\_\_\_  
DUNS Number

\_\_\_\_\_  
Representative Name & Title

\_\_\_\_\_  
Telephone Number include area code

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Fax Number include area code

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

**\*\*\*THIS MUST BE THE FIRST PAGE ON THE PROPOSAL SUBMITTED\*\*\***

# **Office Furniture for the Northwest Annex**

**RFP #14-002**



**Opening Date  
Monday, February 10, 2014**

I. INTRODUCTION – SUMMARY OF THE INTENDED PROCUREMENT

1.1 Issuing Body

The County of El Paso (“County”) is issuing this Request for Proposal (“RFP”) to provide the County with competitive proposals for the furnishing of all furniture, equipment, labor and installation for the Northwest Annex, located at 435 Vinton Road, Vinton TX 79821. The Northwest Annex, approximately 17,270 square feet building, is currently under construction and is expected to be completed approximately May 2014.

1.2 Project Overview

The County is requesting proposals from highly qualified vendors with expertise in providing a complete furniture system: systems (panel) furniture, free standing furniture, materials, labor, delivery and installation.

The County intends to award a contract to a vendor that is able to establish a contractual relationship with a qualified supplier that can best provide the County with quality modular system furniture, office furniture as further described in this RFP. However, the County reserves the right to reject any or all proposals, in whole or in part, submitted in response to this RFP. The County further reserves the right to make an award to more than one company, make no award and to modify or cancel, in whole or in part, this RFP.

II. PROCUREMENT AND EVALUATION PROCESS

2.1 Procurement Schedule and General Instructions:

The County has developed the following list of key events. All deadlines are subject to change at the County’s discretion.

<b>EVENTS</b>	<b>DATES</b>
Issue RFP	January 10, 2014
Deadline for questions.	January 31, 2014
Proposal Due Date and Time	February 6, 2014 @ 2:00p.m.
Negotiations (estimated)	February 2014
Award by Commissioners Court (estimated)	February 20, 2014
Approval and Signing of Contract (estimated)	February 20, 2014
Place furniture order - (estimated)	February 21, 2014
Installation Start Date - (estimated)	April 2014
Installation Completion Date - (estimated)	First week of May 2014
Punch List -( estimated)	Third week of May 2014

## 2.2 Pre-Proposal Conference

A non-mandatory pre-proposal conference is scheduled on Thursday, January 30, 2014 at 10:00 a.m. at 800 E. Overland Room 300 in the Purchasing Conference Room. A job walk will not be feasible as the building is currently under construction. Vendors shall depend on the drawings provided in this RFP as the best estimates of measurements for each room.

## 2.3 Submission of Proposals

### Proposal Delivery

The following must be received no later than Monday, February 10, 2014 at 2:00 p.m.

- One (1) unbound original of the technical and the cost proposal;
- Four (4) electronic copies (CD or DVD) of both the technical and the cost proposals

All proposals must be submitted in a sealed envelope. The outside envelope must be clearly marked with the RFP Number, Project Title, the Proposal Due Date, and the proposer's name. The cost proposal must be included in the proposal in a separately sealed envelope and should be marked with "Cost Proposal" and the proposer's name.

Proposals will be valid for six (6) months after award date. In the event a final contract has not been awarded by the award date specified the County reserves the right to negotiate extensions to the Proposal Validity Date.

### Independence of Proposal and Joint Proposals

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

A proposal submitted by two or more vendors participating jointly in one proposal may be submitted, but one vendor must be identified as the prime contractor and the other as the subcontractor. The County assumes no responsibility or obligation for the division of orders or purchases among joint subcontractors.

## 2.4 Overview of Evaluation Process

### Evaluation Committee

The County will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received from vendors will be reviewed and evaluated by a committee of qualified personnel ("Evaluation Committee"). The Evaluation Committee will first review and screen all proposals submitted, except for the cost proposals, according to the minimum qualifications set forth in this RFP.

Vendors satisfying the minimum qualifications will then be evaluated in accordance with the evaluation criteria set forth in this RFP. The Evaluation



Committee will first review and complete the evaluation of the technical proposals, without the cost proposal. Thereafter, the cost proposals will be opened, reviewed, and evaluated to determine an overall evaluation score.

If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements of the solicitation document. Material deviations cannot be waived.

Unless otherwise specified in the solicitation, the County may accept any item or combination of items as specified in the solicitation, of any proposal unless the proposer expressly restricts an item or combination of items in its proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the proposer so restricts its proposal, the County may consider the proposer's restriction and evaluate whether the award on such basis will result in the best value to the County or may determine in its sole discretion that such restriction is non-responsive and renders the proposer ineligible for further evaluation.

The County reserves the right to negotiate with proposers who have presented, in the opinion of the Evaluation Committee, the best proposal in an attempt to reach a contract. If no contract is reached, the County can negotiate with other proposers or make no award under this RFP. At any time the Evaluation Committee can reject all proposals and make no award under this RFP. It also reserves the right to meet with vendors to gather additional information.

Proposals that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the County regarding a requirement of the solicitation document.

#### Evaluation of Cost Sheets

Cost sheets will be reviewed only if a proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible and must be printed in ink or type written. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by the person signing the proposal. If the solicitation requires the proposer to provide an electronic copy of the cost sheets and there is a discrepancy in the printed cost sheets and the electronic copy, the pricing on the printed cost sheets will be evaluated.

Where more than one line item is specified in the solicitation, the County reserves the right to determine the highest evaluated proposer, either on the basis of individual items, combination of items as specified in the solicitation, or on the basis of all items included in the solicitation, unless otherwise expressly provided.

#### Requests for Additional Information

The County reserves the right to seek clarification or additional information from any proposer throughout the solicitation process. The County may require a proposer's representative to answer questions during the evaluation process with regard to the vendor's proposal. Failure of a proposer to demonstrate that the

claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

#### Brand Names

Any reference to brand names and/or numbers in the solicitation is intended to be descriptive, but not restrictive. The County is open to all brands that meet the minimum qualifications and size specifications. Proposals offering equivalent items meeting the standards of quality specified may be considered, providing the proposal clearly describes the article offered and how it differs from the referenced brand. The County reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references, and the County may require the supply of additional descriptive material and a sample.

#### Samples

Samples of goods may be required prior to award to determine proposer's responsiveness to the RFP's technical requirements. If requested, such samples must be provided at no cost and delivered to the address specified within the timeframe identified in the notification. Failure to submit samples as specified may be grounds for rejection of a vendor's proposal.

Unless expressly set forth in the solicitation, the sample of goods furnished must be identical in all respects to the product or products being offered. Proposers offering products of a different manufacturer and model number than those specified in the solicitation may be required to submit samples for inspection and specification compliance testing in order for the County to determine if the item offered is equivalent to and meets the minimum standards of quality acceptable to the County as indicated by the manufacturer and model number specified in the solicitation.

Samples, if not destroyed by tests, may, upon request made by the proposer at the time the sample is furnished, be returned at proposer's expense.

### 2.5 Minimum Qualifications

To be considered for full evaluation and possible award, proposers must first meet the threshold minimum qualification requirements listed below:

- The manufacturer of the proposed furniture shall be a company specializing in commercial interior office systems with a minimum of fifteen (15) years in business of producing furniture for government entities/public sector. The manufacturer shall offer a 10-year warranty on their furniture which covers everything--including electrical components, casters, pneumatic cylinders, tilts, and all moving mechanisms. Quality of materials shall be 24/7, 3-shift warranty. County reserves the right to take such steps as it deems necessary to determine the qualifications and ability of any company to perform the terms of the proposed contract.
- The vendor submitting the proposal shall have been in the business of commercial furniture sales and installation for 5 or more years.

- The vendor submitting the proposal must be financially sound. Include Company's Financial Statement as an attachment to this proposal.
- Company, Agency, and any of its proposed subcontractors must be in good standing with applicable trade associations, certification boards, or other regulatory agencies. Name/list the applicable memberships
- The Vendor's organization or any of its officers:  
Have not within a five (5) year period preceding this RFP been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction.
- The vendor shall be Insurable for liability, worker's compensation, and professional liability insurance, including property damage. Bonded, minimum amount \$1,000,000.00. Provide a copy of insurance with the proposal.
- Provide (5) references of satisfactory completed projects similar to the project included in this RFP. Three of these references must have purchased the similar products as proposed in this RFP. Provide: Company names, addresses, contact person, and phone number.
- Equal Opportunity Employer

## 2.6 Proposal Evaluation Criteria

Proposals will be evaluated to determine the proposal or proposals that offers the best value to the County. The evaluation will be based upon the following criteria, listed in order of descending priority. Although some factors are weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award. With regards to cost, the County reserves the right, in its sole discretion, to reject any proposal whose price is outside of the competitive range.

1. Product
  - a. Aesthetics
  - b. Acoustics
  - c. Features (including ergonomics, ADA compliance)
  - d. Flexibility reconfiguration of furniture, layout, additional workstations, etc
  - e. Wire/Cable Management
2. Costs Analysis
  - a. Product valuation, competitive pricing, overall cost
3. Experience in similar projects
4. Credentials/experience of staff to be assigned to project

5. Ability to meet timing requirements to complete the project

6. Design Expertise and Plan

## 2.7 Interviews and Negotiations

### Interviews

Following the initial screening of proposals, the County reserves the right to require, and each proposer must be prepared to conduct, oral presentations and other discussions(written or verbal) on the content of its proposal. If the County determines that interviews or presentations are required, selected proposers will be notified in writing of the date, place, time and format of the interview or presentation. Proposers will be responsible for all costs related to the interview, which, at the County's sole discretion, may be in-person and/or by teleconference. Failure to participate in such interviews or presentations may result in a proposer's disqualification from further consideration.

### Negotiations

If the County desires to enter into negotiations, they will do so with one or more proposers, at their discretion. If the County enters into negotiations and no contract is reached with the vendor(s), the County can negotiate with the other proposers or make no award under this RFP. The County reserves the right to award a contract, if any, without negotiations.

### Payment

THE COUNTY DOES NOT MAKE ANY ADVANCE PAYMENT FOR GOODS OR SERVICES. Payment is made based upon completion of tasks as provided in the contract between the County and any selected vendor.

## III. PROPOSAL FORMAT AND CONTENT

Responsive proposals should provide straightforward, concise information that satisfies the requirements of this solicitation. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the County's instructions, requirements of this solicitation, and the completeness and clarity of content:

### 3.1 Executive Summary

#### Executive Summary Content

The proposer must provide an Executive Summary of its proposal. The Executive Summary should be a general overview of how the vendor proposes to accomplish the requirements of this RFP. The Executive Summary should include history of the company, and demonstrate the proposer's understanding of the requirements. The proposer must also address in this section how it meets the minimum qualification requirements as described in this RFP.

### Vendor Information, Validity, and Authorized Signature

The Executive Summary should provide a project plan that describes how the vendor intends to provide the requested products and services. The description shall include, but is not limited to, the following:

- Account Team structure and role
- Time Schedule for the entire project - from receipt of purchase order to delivery and installation
- Proposal validity period (no less than six (6) months after award date)
- Authorized Signature

### 3.2 Company and Subcontractor Information

#### Company Background Information

The County requires the vendor to be a reputable company of strong financial standing experience in office design and furnishings. The vendor's proposal must provide the information requested below:

- a. Complete name and address
- b. Federal tax identification number or DUNS #
- c. If incorporated, provide the State in which the company became incorporated
- d. A short narrative description of the vendor's organization, including departments and company officers where applicable
- e. Principal type of business
- f. Total number of years in business
- g. Number of years providing products and services similar in size and scope to those requested in this RFP
- h. An audited profit and loss statement and balance sheet for the vendor's last three (3) fiscal years. If a company is privately owned, this information will be kept confidential. These financial statements must be contained in a separate volume.
- i. If subcontractors are proposed for this RFP, describe the subcontractor's name, address, type of business, and total number of years in business.

### 3.3 Experience and Qualifications

Vendor's Response to each of the Minimum Qualifications described in this RFP.

#### Prior Experience and References

The County requires the vendor and its subcontractors to have prior experience in all aspects of the products and services described in this RFP for customers similar to or with relevance in the size, complexity and scope of this RFP. Vendor shall:

- Describe the vendor's experience as it pertains to providing products and services similar in size, complexity and scope to those required under this RFP and in the manner required pursuant to this RFP.
- Provide the names, addresses, and telephone numbers for a minimum of five (5) customers for whom the vendor has provided similar products and

services within the last 3 years. The vendor shall include a brief description of the scope of products and services provided to the customer and the duration of the contract. The County may contact some or all of the references provided in order to determine the vendor's performance record. The County reserves the right to contact references other than those provided in the proposal and to use the information gained from them in the evaluation process.

#### Subcontracts

If the vendor intends to subcontract, describe the vendor's experience with each of the proposed subcontractors. For each proposed subcontractor provide the names, addresses, and telephone numbers for a minimum of three (3) customer references, for products and services similar to those described in this RFP. The vendor should include a brief description of the scope of products and services provided to the customer and the duration of the contract.

3.4 A design/layout of the proposed furniture for the entire facility as indicated. Brochures or DVDs showing pictures of each major piece of furniture is required. Indicate whether proposed furniture is new or remanufactured. Provide the applicable warranty.

3.5 Cost Proposal – (Submit Cost Proposal in a separate sealed envelope.)

#### Government Rates

It is expected that all vendors responding to this solicitation will offer the vendor's government or most favorable comparable rates.

The vendor shall offer systems furniture of the manufacturer's standard furniture and colors. Custom furniture or fabrics will not be required.

#### Pricing and Price Adjustments

Vendor must submit pricing on the "Pricing Sheets" or an equivalent. Pricing shall include all anticipated charges, including but not limited to: Cost of materials and products, measurement and floor plan design, freight and delivery, travel expenses, overhead, profits, installation, and other costs or expenses incidental to the vendor's performance.

The County is exempt from sales tax and federal excise taxes and no payment will be made for any taxes levied on the vendor's or any Subcontractor's employee's wages.

3.6 Delivery Requirements and Furniture Acceptance

Delivery shall be made as required on an individual Purchase Order. All deliveries will be made F.O.B. (freight on board) destination as freight pre-paid. The vendor shall bear the risk of loss or damage to the ordered goods until the goods are delivered to the place of business indicated on the Purchase Order.

Vendors should assume that all deliveries will be Inside Deliveries as designated by a representative of the County placing the order. Inside Delivery refers to a delivery

to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the vendor. When damage does occur, it is the responsibility of the vendor to immediately notify the County.

All furniture shall be delivered and installed by date specified on the procurement schedule. Date is subject to change.

#### Defective Furniture or Accessory Item

Any furniture or accessory item found defective will be returned to the vendor at vendor's expense and replaced free of charge. Vendor shall supply pre-paid mailing labels, or shall pick up defective furniture or accessory at the County location. Defective furniture or accessory shall be replaced or monies refunded within three (10) working days after the vendor is notified.

#### Rejection of Goods or Acceptance of Service

The vendor will arrange for the return of all mis-ordered, mis-shipped, returned, or damaged items at no cost to the County. There will be no restocking fee for returns of items that are damaged or shipped by the vendor in error. The vendor will not charge the County for the return of any mis-ordered, mis-shipped or damaged items.

## IV. STATEMENT OF WORK

### 4.1 Description of Products and Services to be Provided

County of El Paso is requesting bids to provide materials and labor for design and the installation of a new complete and useable system of demountable and relocatable workstations composed of interconnecting powered and non-powered panels, electrical hardware, panel supported components and freestanding work surfaces as well as pedestals and files.

The County will consider bid responses that include remanufactured furniture, however the furniture and the vendor must meet the minimum requirements as described in Section 2.5, including the 10-year "all inclusive" warranty. All remanufactured furniture shall be of the same make, model, color, and fabrics to maintain consistency throughout the facility.

#### Background and General Description

The Northwest Annex is currently under construction, the estimated completion date is April 2014. The Northwest Annex is a one-single story building of approximately 17,270 square feet. Building plans are attached to this RFP that include 1) typical office set-ups and floor plans for each office, 2) the original construction plans, 3) the original electrical plans, 4) the original network cabling plans, and 5) one change to the original construction plan, and one change to the original Community Center Floor Plan.

The vendor shall use these plans to design a proposed furniture floorplan, and an item-by-item cost to complete the furniture project as proposed.

The furniture price shall include all materials and labor required to assemble and power the individual panels and between workstations as necessary to provide a complete and functioning work environment including but not limited to: work surfaces, panels, components, shelves, bins, pedestals, lateral files, storage cabinets, hardware and wire management. (The General Contractor is responsible for all labor and power connections between workstations and the building electrical and cabling distribution system.)

Vendors are to provide literature, brochures, specifications, photographs, etc for all major recommended products in the proposal package.

The successful vendors shall coordinate their work with the County of El Paso Construction Manager.



## Performance Specifications

### Panel / Frame

Offers a holistic kit of parts, within a single product line, which supports the following applications: private office, wall based workstations, storage supported workstations, and group based products and benching solutions.

Shall offer a true frame and tile system where individual tiles are applied to a frame and such tiles can be readily reconfigured.

Construction – Welded, unibody, cold-rolled steel frame; two glides per frame; integral slotted standard allows cantilevered height adjustment in 1” increments.

Shall have a wall thickness of not less than 3" to convey a sense of solidity and permanence, as well as to accommodate a generous volume of cabling.

Shall offer a universal connector for 2, 3, and 4-way configurations thus adding flexibility, simplifying specification, and reducing inventory.

Shall offer all metal-to-metal frame connections whose holding power will not degrade over multiple reconfigurations or fail prematurely under fire conditions.

Shall offer a rigid, self-aligning frame-to-frame connector that ensures square and true alignment of frames and tiles.

Shall offer a structurally sound system that does not require (or suggest) balanced loading of hang-on components or addition of rigidizers as a means of minimizing inordinate deflection.

Tile construction includes a metal rail along the top to ensure alignment and prevent bending.

Shall accommodate hang-on component that is height adjustable in one-Inch increments from the bottom to the top of the frame.

Shall offer, as a standard configuration, an "elevated" style frame that eliminates the base and raises the bottom of the frame *off* the floor for a lighter visual effect and increased air circulation, and said frame can be field-retrofitted with base covers.

Shall offer stack-on frames in multiple heights that can stack two-high up to 90" in height and support loads on either the lower or upper tier, to allow for planning flexibility and cost-effective reconfiguration.

Standard widths: 24”, 30”, 36”, 42”, 48”

Standard heights: 35”, 42”, 46”, 57”, 68”, 79”

Shall permit unrestricted placement of pass-thru and window tile treatments along the width and height of the wall to accommodate work process demands, facilitate Interpersonal communications, and increase air flow and light penetration.

Shall offer a noise abatement panel solution that has an STC rating of not less than 21 and an NRC rating of 0.70, which assists in mitigating distracting sounds.

Shall offer spine based applications supported by storage components.

Shall offer thin profile aluminum architectural trim.

Shall offer frames and freestanding storage components with the same raised architectural foot.

Shall offer screen products for privacy while allowing access to natural light.

Shall offer a nondirectional 4-circuit/8-wire energy distribution system, providing the maximum number of circuits with the fewest number of wires.

Shall offer easy re-configuration of electrical circuits in the field by simply relocating snapin receptacles (electrical harnesses remain intact).

Shall have the ability to position continuous, horizontal energy distribution at not more than 11" intervals from the bottom to top of frame.

Shall offer a building power connection option that permits entry from the underside of a frame, thereby concealing the connection and limiting external exposure.

Shall offer a top-of-frame channel for Jay-in of data cables for increased capacity and reconfiguration flexibility.

Shall provide a zone data distribution capability which supports both active and passive devices and is aesthetically compatible with the panel system.

Shall offer NEMA-sized faceplates which are compatible with most building standards for data and phone jacks, thereby reducing Installation cost and lead-time.

Shall offer work surfaces with a continuous gap along their rear edge to facilitate unimpeded placement and relocation of data, telecom, and power cords.

Shall offer extended width tiles, top caps, and base covers so that you can span two frames up to 96" wide; reducing the number of seams.

Shall offer a glass stacking panel that can span the width of two frames.

Shall offer a glass screen that can span the width of two frames.

Shall offer shared architectural feet.

### **Stack-Ons**

Standard widths: 24", 30", 36", 42", 48"

Standard heights: 7", 11", 22", thin profile stacking window (60", 66", 72", 78", 84", 90 and 96")

Styles – Thin profile glazed, painted, tackable, fabric, tackable acoustical, marker, window, embossed, open, rail, power & data.

Assembly – Attaches to base frame via bayonets; does not interfere with adjacent frames.

Stack/Load – Max 2 stack on, load-bearing on 1<sup>st</sup> tier or second tier, max stack frame height 22” (combine 2 -11” or 1- 22”), max frame height is 90”.

## **Finishes**

Each face of the fabric-faced panel skin shall have a seamless piece of fabric covering stretched over the entire face of the panel skin. The fabric shall be attached securely and continuously along the entire perimeter of the panel skin and shall be capable of easy removal and replacement in the field.

Fabrics for systems panels will be selected from the manufacturer’s line. The fabric shall have the following characteristics: 100% Polyester, with a range of 10.2 per linear yard or better; 66” wide; with flame resistance.

The fabric shall be Grade B.

All panels shall be tackable or capable of accommodating fabric-covered tackboards. Fabric material and color shall be coordinated with the panel fabric.

All exposed panel frames, trim and hardware shall have factory finish with choices from the manufacturer’s entire line.

Metal finishes shall be selected from manufacturer’s standard.

All locks shall be polished chrome.

## **Electrical Requirements**

Configurations – 4-circuit/ 8-wire; 1+3, 2+2, 3+1; non-directional; separate neutral.

Installation – Field installed; snap-in harness; recircuiting only requires change receptacles.

Receptacles – 15 and 20 amp, simplex or duplex

Baseline – lay in power/data

Beltline – Fish through

Other – Access is provided at base and every 11 inches vertically.

## **Cabling Requirements**

Baseline – Lay in; powered = 12, non-powered =73 (60% fill, CAT6, .025”diam)

Beltline – Fish through; powered = 55, non-powered =73 (60% fill, CAT6, .025”diam)

Zone Distribution – Freestanding cabinet accommodates both active (electrified) and passive data distribution.

### **Hanging Work Surfaces**

Configuration – Rectangular, concave rectangular, curvilinear, corner, concave corner, extended corner, extended corner round end, peninsula round end, d-shaped, plus 120 degree shapes.

Widths – 24”, 30”, 36”, 42”, 48”, 54”, 60”, 66”, 72”, 78”, 84”, 90”, 96”

Depths – 20”, 24”, 30”

Thicknesses - 1 1/8”

Edges – Square

Top finishes – laminate, veneer

Supports – Handed cantilevers, basic and universal open support leg, support panel

1” gap along back of work surface

### **Hanging Upper Storage Requirements**

Configurations – Wall mount or frame mount with flipper, hinged and sliding-door style, open shelves, open cabinet with thin top, overhead with hinged doors, hinged overhead with open shelf, center mount open cabinet.

Shall offer overhead storage units that are available in painted, veneer, fabric, or translucent acrylic door options.

Shall offer task lighting that matches the width of overhead shelf units to which they are affixed, in order to ensure broad and uniform distribution of light at the work surface level.

Shall offer overhead storage solutions which attach directly to the frame

Shall have the ability to attach directly to a wall without the use of wall strips.

Storage door fronts shall be metal, fabric-covered metal, veneer or laminate.

Storage cases shall be available in metal, laminate or wood veneer.

Pulls – Shall have integral pulls

Storage cabinets Widths – 18” – 72”;

Storage cabinets Depths – 13” – 15”.

Storage cabinet fronts shall be available open, partial, or full enclosure utilizing a sliding door track mechanism.

Storage cabinets shall be locking.

Shall offer sliding door option (sliding door covers ½ of shelf at a time);

Shall source all system components from a single manufacturer, with any deviations clearly called out as an exception and listing the reason for substitution.

### **Lower Storage Requirements**

Configurations – Stationary pedestal, mobile pedestal, lateral file, bookcase, low credenza, storage cube

Widths – 24” – 72”;

Depths – 18” – 30”

Construction – Metal, veneer or laminate cases

Pulls – Automatic spring touch, arc and bar

Locks – yes

Front Finishes – Painted metal, veneer, laminate or translucent

Accessories – Organizer (sits on credenza or worksurface)

Other – Cushion tops available; 2 ½” and 4” high foot available on credenzas

### **Lighting**

Task – Fluorescent, halogen, energy-efficient, performance, lumisoft, utility, twist.

Glass – Clear, opal glaze

### **Freestanding Desks and Private Office Product Features**

Desks shall be freestanding, 90 degree, freestanding desk shells, single pedestal desk, double pedestal desk, returns, bridges, and peninsulas.

Adjustability – 1.5” adjustable glides

Back Panels – Laminate and veneer in either full or partial height enclosure

End Supports – Open (painted), closed (laminate and veneer), post leg (painted), surface support on a low credenza

Assembly – Knocked down, reconfigurable

### **Worksurface**

Configurations – rectangular, concave rectangular, peninsula round end, peninsula square end, concave corner, corner, extended corner, bridge and return.

Widths – 24” – 96”;

Depths – 24”, 30”, and 36”

Thickness - 1.25”

Edges – Square edge standard

Top Finishes – Wood and Laminate

Data/ Energy – All work surface have a 1” gap at the back

Other – Optional grommet kit

## **Screens**

Configurations – Privacy panel (laminated or veneer); screen (translucent, acrylic, painted); signature screen (corner wrap and straight).

Attachment – Worksurface attached.

## **Upper Storage**

Configurations – Wall mount or frame attached with flipper door, open shelves, open cabinet with thin top, overhead with hinged doors, hinged overhead with open shelf, center mount open cabinet, hutch.

Widths – 18” – 72”

Depths – 13 - 15”

Construction – Metal, veneer and laminate cases

Doors – Painted metal, fabric covered metal, veneer, vinyl covered metal, glass, debossed

Top Finishes – Wood and Laminate

Pulls – Integral Pulls

Locks– yes

Accessories – Shelf Divider

Clearance – Hutch clearance 12” – 15”

Front Finish – Painted, fabric, veneer, vinyl, glass, debossed

Other – Sliding door available in an upmount option; sliding door covers ½ half of shelf at a time (available with one or two shelves); cabinet back panels available.

## **Lower Storage**

Configurations – Stationary pedestal, mobile pedestal, lateral file, bookcase, low credenza, storage cube.

Widths – 24” – 72”

Depths – 15”

Construction – Metal, veneer and laminate cases

Pulls – Automatic spring touch, arc and bar

## **Vertical File Storage**

Configurations – Vertical wardrobe, vertical storage cabinet with pedestal, shelf and wardrobe configurations, vertical cabinet with sidefacing bookcase, pedestal and wardrobe configurations.

Modularity – Not within towers, lower storage is modular with the storage deck

Pulls – automatic spring touch, arc and bar

Accessories – File dividers

Finishes – Front finishes offered in laminate, veneer, translucent or metal

## **Tables**

Configurations – Rectangular, concave rectangular, peninsula round end, peninsula square end, concave corner, corner, extended corner.

Edges – Square edge standard

Finishes – Wood and laminate

## **Lighting**

Task – Undershelf; batwing lenses, electronic ballasts, daisy chain option up to 8 units; 3-stage dimmer option; also linear panel-mounted and freestanding styles.

## **Cable Management**

Product shall offer cable management options for routing and access cables above the work surface.

Product shall offer grommet kits for work surfaces.

Product shall offer grommet kits for storage units.

Product shall offer cord management for task lights on overhead cabinets and hutches.

**Sustainability**

All products must be GREENGUARD® certified.

All products must be Cradle to Cradle Silver certified at a minimum.

All products must incorporate post consumer and post industrial recycled content.

Manufacturer shall have a controlled wood policy.

Wood product must meet the California Air Board Phase 1 formaldehyde content requirements.

**Performance Requirements**

All products shall meet or exceed all performance standards for systems furniture published by the Business and Furniture Manufacturers Association (BIFMA) and the American National Standards Institute (ANSI), and must be UL-Listed.

Product shall have a minimum 12-year, three-shift warranty covering all electrical subsystems, operational and moving parts, and finishes, including both parts and labor.



Workstation Typicals  
Northwest Annex Furniture Project

**NOTE:**

1. Please refer to drawings for room numbers.
2. Dealer selected must supply all hardware to assemble units. All work surfaces and transaction tops must be supported correctly to avoid sagging.
3. The lengths and widths of furniture described below is the County's best guess as so sufficient size of each room layout. The supplier shall use the sizes as a guideline. Custom sizes are not required. Propose furniture that best matches the "typicals" provided.

**ADULT PROBATION OFFICE FLOOR PLAN**

**LOBBY Room #102:**

17'X32'=544 sq ft

- Chairs (ganging) along the walls.
- Bench chairs in the center of the room.

"L" work station

**Room #105,106,107,108,109,111,112,113,115,116,117,118,119,120,121,134,&135:**

10'x9'=90 sq ft

- 30d x 72w desk with open square support legs on both sides and ¼ modesty screen in frosted acrylic w/ lock.
- 24d x60w return with a support box/box/file pedestal on one side and an open square support leg on other. The pedestal drawers must be ball-bearing and fully extend w/ locks.
- (2)36w wall mounts locking overhead storage units with sliding door.
- Workstation chair Aeron task chair or equal for officer.
- Chair client: Stack chair (armless) polypropylene seat and back 21 ½"w x21 ½"d x 30h(black).

"U" workstation

**Room 110 Supervisor and Room 114 Senior**

10'x16'-3"=163 sq ft      10'x14'-4"=144 sq ft

- 30d x 60w desk w/ lock, with open square support legs on both sides and ¼ modesty screen in frosted acrylic.
- 24d x 48w return.
- 24d x 60w credenza with a support box/box/file pedestal on one side and an open square support leg on other, with lock. The pedestal drawer must be ball-bearing and fully extend.
- (2) 36w wall mount locking overhead storage units with sliding door.

- (2) Led lights. These Lights must be able to adjust the location of the light.
- 23h x 72w tack board.
- (1) 30w, 4 drawer lateral file cabinet w/ lock.
- All keys must be keyed alike.
- (1) 4 Drawer lateral 36w x 18dx54h w/ lock.
- Workstation chair Aeron task chair or equal for officer.
- Chair client: stack chair (armless) polypropylene seat and back 21 ½”w x 21 ½” d x 30h (black).

**Conference Room**

20’-2”x13’ = 262’-6” sq ft.

- Table shall be rectangular, bull nose edge finish detail with slab-legs, color “mahogany” normal size 4’-8” wide x 10’ long.
- Credenza buffet w/ lock 72”w x 20”d x 42h, color “mahogany.
- 12 ea. Aeron or equal task chairs.

**Secretaries’ Office Room 127 – The two-person workstation will be built by contractor.**

- 2ea. Aeron or equal task chairs
- 2ea. 4 drawer lateral files w/ lock 36w x 18d x 56 ¼ h (black).

**Break Room 132**

10’ x 9’-4”= 94 sq ft

- Round cafeteria table 36” x 29 ½”h. Vendor to propose material and finish.
- (4) stack chair (armless) polypropylene seat and back 21 ½”w x 21 ½”d x 30h (black).

**Community Hall**

Room 210            10’x9’ = 90 sq ft  
 208                8’-4”x17’ = 136-4”-8” sq ft

- 2 ea 36” square table honey color (AWH) with black leg.
- 8 ea. Low back task (armless) chair, 20 ½”w x 24 ½”x 39h (black or charcoal fabric) with black frame.

**Reception Office Room 212**

10’x 12’-4”= 120’-10” sq ft

Work station

- 30d x 60w desk w/ lock, with open square support legs on both sides and ¼ modesty screen in frosted acrylic.
- 24d x 48w return.

- 24d x60w credenza w/ lock, with a support box/box/file pedestal on one side and an open square support leg on other. The pedestal drawers must be ball-bearing and fully extend.
- (2) 36w wall mount locking overhead storage units with sliding door.
- (2) Led lights. These lights must be able to adjust the location of the light.
- 23h x 72w tack board.
- (1) 30w, 4 drawer lateral file cabinet w/ lock.
- All keys must be keyed alike.
- (1) AERON or equal task chair.

### **County Attorney Room 213**

12'-10" x 12' = 144'-10" sq ft

#### **"L" WORK STATION**

- 30d x 72w desk w/ lock, with open square support legs on both sides and ¼ modesty screen in frosted acrylic.
- 24d x 60w return with a support box/box/file pedestal on one side and an open square support leg on other. The pedestal drawers w/lock, must be ball-bearing and fully extend.
- (2) 36w wall mount locking overhead storage units with sliding door.

### **Sheriff Substation**

#### **Lobby Room 401**

16'x 15' = 240 sq ft

- Chairs (ganging) along the walls.
- Bench chairs in the center of the room.

#### **Room 430 LT Office**

11'-4"x15' = 165'-4" sq ft

#### **"U" work station**

- 30d x 60w desk w/ lock, with open square support legs on both sides and ¼ modesty screen in frosted acrylic.
- 24d x 48w return.
- 24d x 60w credenza with a support box/box/file pedestal on one side and an open square support leg on other. The pedestal drawers w/ lock must be ball-bearing and fully extend.
- (2) 36w wall mount locking overhead storage units with sliding door.
- (2) Led lights. These lights must be able to adjust the location of the light.
- 23h x 72w task board.
- (1) 30w, 4 drawer lateral file cabinet w/ lock.
- All keys must be keyed alike.
- (1) Executive chair, mesh back, adjustable arms.

- (2) Low back task (armless) chair, 24 ½”w x 24 1/2d x 39h.
- (2) 4 drawer lateral w/ lock 36w x 18d x 56 ¼h (black).

### **Interview Room 429**

11’-4”x 12’ = 132’-4”sq ft

- 4ea low back task (armless) chair, 20 ½”w x 24 ½”x 39h (asphalt) with black frame.
- 1ea. Rectangular table chrome legs-60w x 30d x 29h (walnut) colors.

### **Conference Multipurpose Room 428**

11’-4” x 16’ =176’-4” sq ft

- 8ea. Aeron or equal task chairs.
- Table shall be rectangular, bull nose edge finish detail with slab-legs, color “mahogany” normal size 4’-8” wide x 10’ long.

### **No furniture in room 425 video intox**

### **Adult Processing Room 428**

17’-5”x 29’ = 493’-5” sq ft

- 3 ea Flip top table on casters with modesty panel (bungee table or equal), 24”d x 42”w x 29h color “Honey” with black legs.
- 3 ea. Aeron or equal task chairs.
- 2 ea stack chair (armless) polypropylene seat and back 21 ½”w x 21 ½”d x 30h (black).

### **Juvenile Processing Room 418**

17’-4” x 11’ =187’-4”sq ft

- 1 ea Aeron or equal task chairs.
- 2 ea stack chair (armless) polypropylene seat and 21 ½”w x 21 ½”d x 30h (black).
- 1ea bungee table or equal, flip top table on casters, 24”d x 42”w x 29h color “Honey” with black legs.

### **Briefing room 410**

18’-4”x 12’-4”=216’-8” sq ft

- 15 ea executive chair, mesh back, adjustable arms (black).
- 1 ea. Tables shall be rectangular, bull nose edge finish detail with slab-legs, color “mahogany” normal size 4’-8”w x 10’ long.
- 1 ea. Credenza buffet w/ lock 72”w x 20”d x 42h, color “mahogany”.

### **Break Room 409**

14'-4" x 12'-4" = 168'-8" sq ft

- 2 ea. Round cafeteria table with pedestal base and leveling glides 36dia x 29 ½"h color walnut.
- 8 ea. Stack chair (armless) polypropylene seat and 21 ½"w x 21 ½"d x 30h (black).

**Reception office room 405 – Note: The workstation along the south wall will be built by the contractor.**

8'x12' = 96 sq ft

- 1 ea Aeron or equal task chair.

### **Sergeant's Office Room 425**

"U" Work station 3 person work station

25'-3" x 11'-4" = 275'-7" sq ft

- 3 ea. Executive chair, mesh back, adjustable arms.
- (1) 46h x 30w frame with a base cover and no knockouts.
- (1) 30w frame top cover.
- (1) 46h finish end.
- (1) 11h x 30w tackable tiles.
- (12) 11h x 36w wall mount tackable tiles.
- (2) 30h x 30w tackable tiles.
- (6) 22h x 36w wall mount tackable tiles.
- (1) 47h wall start.
- (9) 68h wall strips.
- (3) 24d x 72w square edge work surface that hangs on the frame.
- (6) 36w wall mount locking overhead storage units with sliding door.
- (6) Led lights. These lights must be able to adjust the location of the light.
- 23h x 72w tack board.
- (3) 30w, 4 drawer lateral file cabinet w/ lock.
- Each station must be keyed alike.

### **JP Court & Constable**

#### **Lobby Room 302**

13'x18' =234 sq ft

- Chairs (ganging) along the walls.

- Chairs Bench in the center of the room.

### **Open office Room 306**

22'x35' = 770 sq ft.

- 6 ea. 4 drawer lateral file w/ lock, 36w x 18d x 56 ¼ h (black)
- 6 ea. Executive chair, mesh back, adjustable arms.
- Work station for (4) four person work station. Note: the Long L-shaped workstation along the south wall of open office 306 will be built by the contractor.

Please refer to drawing

### **Office Room 308**

9'x9' = 81 sq ft

- 30d x 60w desk w/ lock, with open square support legs on both sides and ¼ modesty screen in frosted acrylic.
- 24d x 48w return.
- 24d x 60w credenza with a support box/box/file pedestal on one side and an open square support leg on other. The pedestal drawers w/ lock, must be ball-bearing and fully extend.
- (2) 36w wall mount locking overhead storage units with sliding door.
- (2) LED lights. These lights must be able to adjust the location of the light.
- 23h x 72w tack board.
- (1) 30w, 4 drawer lateral file cabinet w/ lock.
- All keys must be keyed alike.
- (1) Executive chair, mesh back, adjustable.
- (2) stack chair (armless) polypropylene seat and back 21 ½" w x 21 ½" d x 30h (black).

### **Break Room 309**

9'x10' = 90 sq ft

- Round cafeteria table 36" x 29 ½" h.
- (4) stack chair (armless) polypropylene seat.

### **Office Room 317**

9'-6"x 9' = 81'-6" sq ft

- 30d x 60w desk w/ lock, with open square support legs on both sides and ¼ modesty screen in frosted acrylic.
- 24d x 48w return.
- 24d x 60w credenza with a support box/box/file pedestal on one side and an open square support leg on other. The pedestal drawers w/lock, must be ball-bearing and fully extend.
- (2) 36w wall mount locking overhead storage units with sliding door.

- (2) LED lights. These lights must be able to adjust the location of the light.
- 23h x 72w tack board.
- (1) 30w, 4 drawer lateral file cabinet w/ lock.
- All keys must be alike.
- (2) Stack chair (armless) polypropylene seat.
- (1) Executive chair, mesh back, adjustable arms.

### **Judge Room 319**

14'x18' = 252 sq ft

- Case good, traditional desk w/ lock (wood veneers cherry finish), credenza, small conference round table w/ 4 chairs.
- (1) Judge Traditional (color: Oxblood Vinyl) chair, Queen Anne style high back tilter chair with brass buttons.
- (2) traditional chairs for visitor /client, Martha Washington style low back armchair, color: oxblood vinyl.

### **Court Room 320**

12'x28' = 336 sq ft

- Jury assembly seating (approx. 56 seats) to be ganged and stackable and chairs shall be provided with cleanable fabric.
- Chairs - (13) Executive chairs, mesh back, adjustable arms: six for jury, two for judge assistance, one for witness stand, and four for attorneys/client.
- Judge Traditional (color: Oxblood Vinyl) chair, Queen Anne style high back tilter chair with brass buttons.
- Tables (2) for attorneys/client, table shall be rectangular, bull nose edge finish detail with slab-legs, color "mahogany" normal size 4'w x 5' long.

### **Jury Conference Room 322**

8'x13' = 104 sq ft

Table shall be rectangular, bull nose edge finish detail with metal t-legs, nominal size 4'8"w x 10' long. Chair (6) upholstered chairs fixed and fixed arms.

### **Constable/Deputies Office Area**

#### **Constable Office Room 326**

9'x12' = 108 sq ft

- Workstation: 30dx60w desk w/ lock with open square support legs on both sides and ¼" modesty screen in frosted acrylic.
- 24d x 48w return.

- 24d x 60w credenza with a support box/box/file pedestal on one side and an open square support leg on other. The pedestal drawers w/lock, must be ball-bearing and fully extend.
- (2) 36w wall mount locking overhead storage units with sliding door.
- (2) LED lights. These lights must be able to adjust the location of the light.
- 23h x 72w tack board.
- (1) 30w, 4 drawer lateral file cabinet w/lock.
- All keys must be keyed alike.
- (1) Chair Executive chair, mesh back, adjustable arms (black).
- (6) Stack chair (armless) polypropylene seat and back 21 ½" w x 21 ½" d x 30h (black).
- (1) 4 drawer lateral file w/ lock, 36w x 18d x 56 ¼ h (black).

### **Deputy's Office Room 325**

8'x7' = 56 sq ft

- (2) Chair Executive chair, mesh back, adjustable arms (black).
- (2) Person workstation.

### **Deputy's Office Room 324**

6'-4" x 18' = 108"-4" sq ft

- (2) Chair Executive chair, mesh back, adjustable arms (black).
- (2) Person workstation.

**NOTE: PLEASE REFER TO DRAWING.**



**General Provisions  
County of El Paso, Texas**

**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. PRICING**

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

Unless prices and all information requested are complete, 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 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.

**11. 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.

**12. AWARD OF BID/PROPOSALS-EVALUTATION CRITERIA AND FACTORS**

**Pursuant to the Texas Local Government Code**

**Bids** shall be awarded to the responsible bidder that submits the lowest and best bid.

**Proposals** will be made to the responsible proposer whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. The prices proposed will be considered firm and cannot be altered after the submission deadline. **The proposed cost to the County will be considered firm, unless the County invokes its right to request a best and final offer and cannot be altered after the submission deadline.**

The County reserves the right to reject any or all 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.

**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. 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.

**14. RESULTANT CONTRACT**

The resultant contract shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, proposal package, any addenda issued, and any change orders issued during the work.

The criteria utilized for determining responsibility of 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.

**15. 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.

**16. 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 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 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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 Proposer's responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted.

**22. 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.

**23. 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.

**24. 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.

**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.

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.**

**27. 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>

**28. 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.

**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 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 contact 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.

**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. 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.

**32. ACCURACY OF DATA**

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

**33. 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.

**34. 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.

**35. 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.**

**36. PROCUREMENT ETHICS**

**CODE OF ETHICS TRAINING AFFIDAVIT FORM**

**El Paso County Code of Ethics Training Requirement for Vendors:**

Any vendor involved in a single procurement exceeding \$50,000 must read and sign the El Paso County Code of Ethics Training Affidavit that is included in each bid packet. **This training must be completed prior to submitting a bid or proposal, responding to a request for qualifications or proposals, or otherwise contracting with the County.** The training must be completed by an officer, principal, or other person with the authority to bind the vendor. The certification of completed training on the Ethics Code issued by the County Human Resources Department is valid for one (1) calendar year from the date of completion. A list of those Vendors with a current certification of completion and the corresponding date of expiration shall be maintained on the El Paso County website under the Purchasing Department's Current List of Vendors That Have Completed Ethics Training. This training requirement does not apply to emergency purchases.

**Training:** Complete the El Paso County Code of Ethics Training Affidavit that is included in each bid packet, or in compliance with Section 161 of the Texas Local Government Code, training on the El Paso County Code of Ethics will be accessible in an online

format to Vendors and Lobbyists on an ongoing basis, subject only to limitations due to technical resources. No person or entity required to complete training will have to do so more than once per year.

**The required training may be accessed and completed at:**

[http://www.epcounty.com/ethicscom/trainingvendor\\_files/frame.htm](http://www.epcounty.com/ethicscom/trainingvendor_files/frame.htm)

**The training receipt should be printed out and included with the BID/RFP/RFQ/RFI.**

## **COUNTY OF EL PASO, TEXAS**

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### **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?

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

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

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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.**

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Business Name

---

Date

---

Name of Authorized Representative

---

Signature of Authorized Representative

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\* This page must be included in all responses.





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

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RE: RFP #14-002, Office Furniture for the Northwest Annex

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  
Lee Shapleigh, Assistant County Attorney  
Josie Brostrom, Assistant County Attorney  
Michael Martinez, Contract Admin. Manager  
Claudia Duran, Assist. Contract Manager  
Ernesto Carrizal, Public Works Director  
Norma Palacios, Assitant Public Works Director  
Manny Lucero, Road & Bridge Construction Project Manager

# 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

**RFP # 14-002**

**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  
Check List**

**Office Furniture for the Northwest Annex  
RFP #14-002**

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**THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE**

\_\_\_\_\_ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Monday, February 10, 2014. Did you visit our website ([www.epcounty.com](http://www.epcounty.com)) for any addendums?

\_\_\_\_\_ Did you sign the Proposal 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 four (4) CD copies in Word/PDF Format of your response? **CD Copies must reflect original hard copy.**