



COUNTY OF EL PASO
500 E. San Antonio, Suite PU500
El Paso, Texas 79901
(915) 546-2048 (915) 546-8180 Fax

Notice to Interested Parties

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 500 E. San Antonio, Suite 500, El Paso, Texas 79901 before 2:00 p.m., Wednesday, July 9, 2008 to be opened at the County Purchasing Office the same date for (RFP) Elevator Equipment Modernization for the Detention Facility. **A pre-bid conference will be held on Tuesday, June 24, 2008 at 10:00 a.m. in the Purchasing Conference Room located at 500 East San Antonio, Room 500, El Paso, Texas 79901.**

Proposals must be in a sealed envelope and marked:
"Proposals to be opened July 9, 2008
(RFP) Elevator Equipment Modernization for the Detention Facility
RFP Number 08-089"

Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Tuesday, July 1, 2008, at 12:00 p.m. Questions can be faxed to (915)-546-8180.

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.

If the proposal totals more than \$100,000.00, the bidder shall furnish a certified cashiers check made payable to the County of El Paso or a good and sufficient bid bond in the amount of 5% of the total contract price, executed with a surety company authorized to do business in the State of Texas. The certified cashiers check must be included with the proposal at the time of the opening.

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. Vendors submitting a no proposal must submit their reason in writing to the El Paso County Purchasing Department.

PITI VASQUEZ
County Purchasing Agent

PROPOSAL SCHEDULE

To: El Paso County, Texas

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

Description – RFP # 08-089 (RFP) Elevator Equipment Modernization for the Detention Facility Vendor must meet or exceed specifications
TOTAL COST
\$
Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. Please submit one (1) original copy and two (2) copies of your bid.

Company

Address

Federal Tax Identification No.

City, State, Zip Code

CIQ Confirmation Number

CIQ Sent Date

Representative Name & Title

Telephone & Fax Number

Signature

Date

*****THIS MUST BE THE FIRST PAGE ON ALL BIDS*****

**(RFP) Elevator Equipment
Modernization for the Detention
Facility**

RFP #08-089



**Opening Date
Wednesday, July 9, 2008**

Sheriff's Office Detention Facility
Elevator Equipment Modernization Project

EL Paso County Detention Facility

601 East Overland
El Paso, Texas 79901

The contractor shall submit a proposal for the upgrade and modernization of the elevator equipment located at the El Paso County Detention Facility.

The proposal shall include the following:

- Performance of operations necessary to modernize the elevator equipment
- All charges for parts and equipment
- All labor charges, including compensation for required overtime
- Travel expense, lodging and meals
- Charges for rental equipment and cars

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Background Information

The El Paso County Detention Facility is located at 601 East Overland Street, in El Paso, Texas 79901. The elevator equipment, manufactured by Dover Elevator Company, consists of three (3) inmate elevator and two (2) visitor elevator units. Since the construction of the facility was completed in 1983, the elevators are operating and have always been serviced by an authorized service provider company. All inspections and required tests of the units are current. The inspection reports may be reviewed at the office of the maintenance section supervisor. All deficiencies noted during the last annual inspection have been corrected by an authorized service provider company.

PART 1 – General

The contractor shall meet or exceed the following minimum requirement:

1. The contractor shall modernize five passenger elevators. All work shall be performed in a workmanlike manner and shall include all work and material as specified herein. In all cases where a device or part of equipment is herein referred to as singular, it is intended that such reference will apply to as many such devices as are required to complete the modernization project.
2. The work shall be performed in accordance with the most recent applicable edition of the National Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks (ASME A 17.1), ANSI A117.1 Barrier Free Code as pertaining to Passenger Elevators, the Americans with Disabilities Act (ADA), the National Electrical Code, and State and Local elevator codes, regulations and requirements.
3. The contractor shall ensure that previously granted waivers will not be affected by the upgrade project.
4. Drawings The contractor shall prepare and submit drawings and cut sheets showing the general arrangement of the new elevator equipment.
5. Permits, taxes and licenses All applicable sales and use taxes, permit fees and licenses shall be paid for by the contractor.
6. Maintenance Service The elevator equipment is currently serviced by an authorized service provider company. During the warranty time period, the contractor shall assist the service provider to maintain the units in proper working order. A few months prior to the expiration date of the warranty for the modernized equipment, the contractor shall submit a proposal for a maintenance contract to the owner representative.

7. Keys - the contractor shall supply two (2) keys for each key switch that will be furnished.

PART 2 – Equipment and Summary of Work

Base Bid

Quantity: Three (3) Inmate and Two (2) Passenger Geared Traction Elevators

- Control: Variable Voltage, Variable Frequency Drives with new AC motors
The AC motors shall be:
 - Rated for use where exposure to water, dust and corrosives exists
 - 1.25 Service Factor, Steel Construction, Continuous Duty
 - Inverter Rated, Class F Insulation
- Capacity: 4,000 lbs and 2,500 lbs
- Speed: 350 fpm and 350 fpm
- Stops: 13 and 11
- Travel: 164'
- Power Supply: Upgrade and reuse existing
- Machine: Reuse existing
- Controller: New ThyssenKrupp TAC-50 Microprocessor Controls or equivalent units
- Guide Rails: Reuse existing
- Cab: New car sling, platform and cab
- Signal: Furnish and install new car and hall signal fixtures
- Wiring: New, as necessary to accommodate new microprocessor elevator controls
- Door Operator: ThyssenKrupp SmatTech Closed-loop door operators or equivalent
- Door Reopening Device: New micro-light detectors

PART 3 – Modernization Equipment Features

3.01 MACHINE ROOM EQUIPMENT (MACHINE, MOTOR, GOVERNOR, ROPES, ETC.)

GEARED HOIST MACHINE: Reuse existing and perform the following repairs if necessary.

The contractor shall:

Clean machines and brakes. Drain oil reservoirs, flush, clean and refill with high quality lubricant. Seal all oil leaks on machine and secondary sheave. Clean brake core and pins, lubricate, and readjust. Replace brake linings and pins where pins are undersized. Test brake in conjunction with the acceptance inspection test to stop and hold 125% of the rated load in the car. Check all machine bearings, deflector sheaves and overhead sheave bearings. If necessary, defective bearings shall be replaced. Adjust worm gear as required.

OVER SPEED GOVERNOR: The contractor shall remove the existing over speed governor and governor rope and furnish and install new components of the same description with a digital encoder.

3.02 CONTROLLER

MICROPROCESSOR CONTROL SPECIFICATIONS: All existing elevator control equipment shall be removed from the elevator machine room and premises. In place, the contractor shall install new ThyssenKrupp TAC 50 microprocessor controls with the following characteristics:

Controller: The elevator control system shall be microprocessor based and software oriented. The system shall operate in real time, continuously analyzing the car(s) changing position, condition, and work load. All controller and operations circuits including the brake control and drive system shall be digital. Control of the elevator shall be automatic in operation by means of push buttons in the car numbered to correspond to floors served, for registering car stops, and by "up-down" push buttons at each intermediate landing and "call" push buttons at terminal landings.

1. Momentary pressing of one or more buttons shall dispatch the car to the designated landings in the order in which the landings are reached by the car, irrespective of the sequence in which the buttons are pressed. Each landing call shall be canceled when answered.
2. When the car is traveling in the up direction, it shall stop at all floors for which car buttons or "up" hall buttons have been pressed. The car shall not stop at floors where "down" buttons have been pressed, unless the stop for that floor has been registered by a car button or unless the down call is at the highest floor for which

any buttons have been pressed. Pressing the "up" button when the car is traveling in the down direction shall not intercept the travel unless the stop for that floor has been registered by a car button or unless the up call is the lowest for which any button has been pressed.

3. When the car has responded to its highest or lowest stop, and stops are registered for the opposite direction, its direction of travel shall reverse automatically and it shall then answer the calls registered for that direction. If both up and down calls are registered at an intermediate floor, only the call corresponding to the direction of car travel shall be canceled upon the stopping of the car at the landing.
4. A car that is stopping for the last hall call in the preference direction and that hall call is for the opposite direction with no onward car calls, shall reverse preference when the selector position advances to the landing at which the car is committed to stop. A car that is stopping for the last hall call in the preference direction, and that hall call is for the same direction, shall hold its preference until the door is almost closed allowing time for a passenger to register an onward car call which will maintain the preference. If no car call is registered before the door is almost closed, the car will lose its preference and shall be available to accept calls in either direction.

Group Operation: The Group Controller shall constantly scan the system for hall calls. When hall calls are registered, the control system shall instantly calculate the estimated time of arrival, number of floors to travel from the current position, the time it takes to travel one floor at top speed, calls assigned to a car, and car reversal time to respond to a call in the opposite direction of travel. An internal constant shall be set, requiring a maximum time for a car to respond to a call. When a car's status changes or additional hall calls are registered, the estimated time of arrival shall be recalculated and calls reassigned if necessary.

Operator Terminal for the Central Security Office Operator

The contractor shall provide and install a new remote command center with computer operation and new key operational panel switches.

The new Computer terminal shall allow the central operator to do the following:

- For the transport of food carts and/or security reasons, the operator shall be able to take over complete control of any elevator within the two elevator groups.
- To observe the inside of the elevator cars with CCTV equipment. (Cameras, Housings and monitors provided by others) The contractor shall provide the necessary coaxial cable and a source of electrical power for this purpose. (120 or 24 VAC, approximately 50 VA per elevator cart)
- Communicate with the elevator passenger through a noise free intercom system

(Note: see Part 7)

DRIVE SYSTEM: **VVVF** (**V**ariable **V**oltage **V**ariable **F**requency) drives with new AC motors.

3.03 CAR DOOR EQUIPMENT (DOOR OPERATOR AND ACCESSORIES)

PROVIDE NEW CLOSED LOOP DOOR OPERATOR:

The existing car and hoist-way door operator shall be replaced to include a closed loop circuit door operator that will provide constant feedback on the position and velocity of the elevator door. The motor torque shall be constantly adjusted to maintain the correct door speed based on its position and load. Door movements shall be electrically cushioned at both limits of travel and the door operating mechanism shall be arranged for manual operation in the event of a power failure. If the doors have failed to fully close and are in the recycle mode, the door drive motor shall have increased torque applied to possibly overcome mechanical resistance or differential air pressure and allow the door to close. The door closing force will be adjusted properly for compliance with the applicable Code requirements.

DOOR REOPENING DEVICE:

Where not provided, the contractor shall provide a Microlight door protection system using 40 microprocessor controlled infra-red light beams. The beams shall project across the car opening detecting the presence of a passenger or object. If door movement is obstructed, the doors shall immediately reopen. Reuse existing microlight systems where already present.

3.04 CAR SIGNAL FIXTURES - CAR OPERATING PANEL:

The contractor shall provide new car operating panel with all control buttons designated by Braille and by raised standard alphabet characters for letters, Arabic symbols for numerals, or standard symbols are required in ASME A17.1. Characters shall meet ADA height; raised designations shall be immediately left of the button to which they apply; floor buttons shall be provided with visual signals which light when each call is registered and extinguish when each call is answered. Floor buttons shall meet ADA height and include emergency controls (alarm and stop), grouped at the bottom of the panel. (LED Lamps preferred)

CAR POSITION INDICATOR:

A visual car position indicator shall be provided above the car control panel to show the position of the elevator in the hoist-way. As the car passes or stops at a floor, the corresponding numbers shall illuminate and an audible signal shall sound. (LED Lamps preferred)

EMERGENCY PHONE:

The contractor shall furnish and install an ADA compliant telephone in the elevator cab with the following features. The phone will be of the hands-free type containing an auto-dialer and a programmable memory chip that will identify the location of the elevator. The telephone will be able to dial a second number if the first is busy. A push-to-call button will be provided to initiate a call and the button will be raised or flush and be at least $\frac{3}{4}$ ". The phone will be equipped with a visual indicator to indicate that the call has been answered and that help is on the way. The phone face plate will contain raised lettering and grade 2 Braille and be located a maximum of 48" above the finished floor.

The contractor shall provide and install a dedicated telephone lines from the elevator equipment room to the central security office located on the first floor of the facility. The central security office is manned twenty-four hours per day, seven days a week.

3.05 HALL SIGNAL FIXTURES

HALL CALL BUTTONS: Up and down ADA compliant flush mounted hall call buttons shall be furnished and installed in all elevator lobbies at 42" above the floor. The buttons will be a minimum of $\frac{3}{4}$ ", raised or flush and provide a visual indication when each call is registered. The buttons shall be installed in face plates with a #4 brushed bronze finish. The first floor hall push button stations shall be provided with a 3 position keyed switch for the manual activation of elevator recall under fire or other emergency conditions. The hall call buttons shall be vandal resistant.

The Contractor shall furnish and install new hall lanterns to operate in conjunction with new microprocessor controls. These lanterns will be equipped with a visible and audible signal to indicate which elevator is responding to the call buttons. The audible signal shall sound once in the up direction and twice for the down direction.

3.06 WIRING EQUIPMENT

MACHINE ROOM CONTROL WIRING: All existing machine room electrical wiring shall be removed from the machine room and premises. In place, the contractor shall furnish and install all new elevator machine room control wiring. Such wiring shall be approved by U.L., C.S.A. or both and installed in accordance with the requirements of the National Electrical Code.

NEW TRAVELING CABLE: All existing elevator car traveling cables will be removed from the hoist-way and premises. In place, the contractor shall furnish and install new traveling cable. Each traveling cable will be provided with a flame and water-resistant jacket of polyvinyl chloride. Electrical wiring shall consist of standard copper conductors manufactured in compliance ANSI / ASTM, B174-71 and UL 62 requirements and polyvinyl chloride insulation complying with ETT requirements of UL 62 and Article 400 of the National Electrical Code. Each traveling cable shall contain no less than 10%

spare wires. Traveling cables exceeding 100' in length shall be provided with a wire rope support strand from which the cable will be suspended. Each traveling cable will be provided with a determined amount of individually shielded pairs of 20 gauge wire and arranged to contain no less than one (1) type RG59/U coaxial cable. The attachment of the traveling cable to the underside of the elevator car shall be performed so that the loop diameter is 30X the cable diameter. The contractor shall provide termination points for RG-59 cables inside the equipment rooms and the elevator cars.

PART 4 – Installation Sequence and Schedule

- 4.01 If possible, the work shall be performed during regular working hours of regular working days as is customary in the elevator industry. However, in order to minimize the impact of the upgrade work on the operation of the Detention Facility, some of the work will have to be conducted after regular business hours, during nighttime hours and on weekends. The proposal shall include all required work and no additional compensation for over time shall be required. (Please see the section regarding equipment down-time in Part 12.)
- 4.02 The elevators will be out of service in the performance of the work as specified in the equipment downtime schedule.
- 4.03 Prior to commencing work, the contractor shall submit detailed work schedules to the owner's representative.
- 4.04 The contractor shall submit a list of sub – contractors. The list shall include the following:
 - Name of Sub-Contractor Company
 - Address
 - Phone Number
 - Work to be performed

PART 5 – Tests

- 5.01 Emergency fire service. The contractor shall perform Phase I and Phase II Fire Service tests to conform to applicable codes.
- 5.02 Test reports. The contractor shall submit copies of all test reports to the owner's representative.

- 5.03 The contractor shall conduct all required tests during the regular working hours. In the event that tests must be scheduled after normal business hours, the contractor may not be entitled to additional reimbursement.

PART 6 – Clean-up and purchaser inspection

- 6.1 Clean up The contractor shall remove all debris generated by work required under this contract. In addition, the contractor shall remove from the project site all equipment and unused or removed materials and restore building and premises to a neat, clean appearance.
- 6.2 County Guidelines The contractor shall follow County of El Paso guidelines when disposing of property belonging to the County of El Paso.
- 6.3 Inspection All materials and workmanship will be subject to inspection or testing. The County of El Paso shall have the right to reject defective or inferior material or workmanship installed under this contract and may require the correction of such without additional cost to the County.

PART 7 – Related Work

- 7.01 Prior to the installation of the new equipment, the contractor shall clean and paint the floors and walls of the elevator equipment rooms. The paint used for this project shall meet all fire and safety standards.
- 7.02 The contractor shall provide and install new Shunt Trip CBs. The new shunt trip units shall be interfaced with the Fire Alarm System of the facility in order to satisfy current code requirements
- 7.03 The existing elevator and vestibule door interlocking circuits for the inmate elevator group shall be maintained in working order for the upgraded system.
- 7.04 If required by current code, the contractor shall provide and install fire alarm devices inside the elevator shafts.
- 7.05 The contractor shall subcontract a licensed fire alarm system contractor, authorized to work on Notifier® Fire Alarm Systems.
- 7.06 The contractor shall provide and install circuitry that will prevent the elevator from moving when overloaded. A recorded voice shall then instruct the passengers to lighten the load for the elevator car. Only after the load of the elevator car is restored to acceptable conditions shall the elevator resume operations.

- 7.07 The contractor shall provide and install circuitry and devices that will ensure that the elevator cars stay leveled with the floor surface when stooped at a floor under any load conditions.
- 7.08 The contractor shall provide fluorescent light fixtures with internal battery packs.
- 7.09 The existing panic buttons and the emergency intercom system shall be reused and maintained in working order.
- 7.10 All equipment, with the exception of owner approved reused ThyssenKrupp equipment, shall be new, in current production and the standard product of ThyssenKrupp.
- 7.11 The manufacturer shall guarantee that parts for the new equipment will be available for a minimum of ten (10) years after completion of the installation.
- 7.12 The manufacturer's representative shall demonstrate features, functions, and operating characteristics of the entire upgraded system to the owner.
- 7.13 The equipment shall be installed and tested by factory authorized technicians.

PART 8 – Warranty

- 8.1 Repair or replace, without charge, any defective part or equipment for a period of 12 months, after completion of the installation. Repair any covered system malfunctions within **8 hours**, after the owner filed a proper complaint. The contractor shall supply all labor, parts, required programming, software upgrades, travel expenses, freight charges and charges for rental equipment under this warranty.
- 8.2 The system shall include a factory warranty guaranteeing that the equipment is free of defects in design, material, manufacturing and operation.
- 8.3 The warranty time period for the new systems and equipment shall begin on the day of the final project acceptance by the Owner. The contractor shall submit a letter to the owner documenting the start and stop dates for the warranty time period.
- 8.4 Factory warranty period shall be for one (1) year from the date of project completion.
- 8.5 The warranty may exclude malfunctions or damages caused by misuse, abuse, neglect or acts of nature.

PART 9 – Submittals

- 9.1 The submittal documents shall include data sheets and system description and block diagrams on all equipment to be furnished. A separate equipment list shall list all equipment that will be supplied by the contractor.
- 9.2 The submittal documents shall include all data necessary to evaluate the function, quality and configuration of the new system.

Part 10 – Initialization and Programming

- 10.1 After the installation of the new equipment, adjustments to meet the requirements of specifications and on-site conditions shall be made.
- 10.2 Copies of all programs required to operate the system shall be provided to the owner. All required program manuals, back-up CDs and necessary accessories to reload/restart the server and/or computer after a system malfunction, shall be provided to the owner.

Part 11 – Manuals, Drawings and MSD Sheets

- 11.1 The contractor shall supply two (2) complete sets of “made final” wiring diagrams including input and output signals.
- 11.2 Manuals The contractor shall supply two (2) complete sets of operator and service manuals.
- 11.3 Manuals shall include typical wiring diagrams
- 11.4 Provide MSD sheets for all chemicals that may be used during construction.

The contractor shall provide the owner with two (2) copies of any riser layouts, special wiring diagrams showing any changes to standard drawings.

The contractor shall provide two (2) sets of blue line drawings.

Part 12 – Specific Requirements

The contractor shall contact all suppliers of parts, equipment, goods and services required for this project in order to secure accurate delivery schedules.

Based on these schedules, the contractor shall submit an accurate time schedule for the project; including the following information:

- The scheduled arrival of equipment, parts and material.
- Time required for the completion of the entire project.
- Start – Stop and completion dates for the project.
- A written, detailed, equipment downtime schedule.
- A written, detailed, schedule of the working hours; including day, night and anticipated overtime hours.

All work shall conform to all applicable, building, mechanical, plumbing, fire and electrical codes and regulations.

Provide all hardware, equipment, parts, computers, software, belts, wires and connectors required for complete units that are operating without any deficiencies or faults.

The contractor shall submit a list of employees, who will execute the work inside the Detention Facility, for a background investigation, with the following information to the El Paso County Sheriff's Office Identification and Records Section.

- Name of employee: first, middle and last name
- Employee's home address
- Employee's date of birth
- Employee's drivers license number
- The Sheriff may deny access to security areas to any employee who failed the background investigation.

All tools brought into the Detention Facility must be checked in and out daily.

Employees of the contractor must supply a complete inventory list of their tools, power tools, and test equipment.

All persons and their belongings may be subjected to inspections and/or searches.

The contractor shall consider these potential delays when scheduling the work.

The upgrade project will require extensive equipment downtime. The contractor shall submit a detailed equipment down-time schedule to the jail administration section and the maintenance supervisor.

If possible, major service interruption shall be scheduled for nighttime hours. These interruptions shall be limited in time.

24 hours, written notice for scheduled, time limited, system downtimes shall be submitted.

Interruptions to the listed functions must be held to a minimum:

- Food preparation for inmates
- Transport and feeding of inmates mandated by law
- Transport of inmates to and from medical treatment mandated by law
- Booking and releasing of inmates

The work of the contractor may be interrupted by unforeseen emergencies within the facility. Up to eight men hours shall be included in this proposal and shall not qualify for additional monetary compensation. The contractor shall consider these potential delays when scheduling the work.

The El Paso Detention Facility is a smoke free facility. Contractor employees shall not enter the facility carrying tobacco products.

Indemnification

The Contractor agrees to indemnify and hold the County, its officers, agents, and employees harmless against, any claims, demands, damages, costs, and expenses (including reasonable attorney's fees for defending the claims and demands) for injury or damage to the person or property of any other party arising out of any act or failure to act by the Contractor, its officers, agents, contractors, or employees, or the condition of any equipment owned by the Contractor.

Employment

The contractor is an independent contractor, and neither the contractor nor contractor's staff is, or shall be deemed, county employees.

General Provisions

(a) No contract or proposal submitted by the contractor shall supersede the requirements outlined in these specifications.

(b) Severability: If any part of this agreement is held unenforceable, the rest of the agreement will continue in full force and effect.

c) Applicable law: The laws of the State of Texas will govern this agreement, and venue shall be El Paso County. The contractor shall agree that the exclusive venue for any disputes between the contractor and the El Paso County Sheriff's Office shall be in the County of El Paso, State of Texas.

d) Notices: All notices and other communications given in connection with this Agreement shall be in writing and shall be deemed given as follows:

To County: County Judge
El Paso County
500 E. San Antonio
El Paso, Texas 79905

With copy to: Jimmy Apodaca, Sheriff
El Paso County
Sheriff's Office Headquarters
3850 Justice Drive
El Paso, Texas 79938

To Contractor: Company Name and Address of Contractor

Notices shall be deemed given when delivered personally to the recipient's address, or three days after being deposited in the United States mails, postage prepaid to the recipient's address.

(e) No partnership: No partnership relationship between the contractor and the County of El Paso is or will be formed with this contract. The Contractor does not have authority to enter into contracts on behalf of the County.

(f) Assignment: The Contractor may not assign its rights or obligations under this Agreement without the County's prior written consent. The County may freely assign its rights and obligations under this Agreement.

(g) The contract price shall be fixed and shall not require any adjustments.

General Liability Insurance

The contractor shall provide and maintain General Liability Insurance coverage during the contract time period.

Limits:

Each Occurrence	\$ _____
Fire Damage	\$ _____
Personal & Advertising Injury	\$ _____
General Aggregate	\$ _____

Worker's Compensation and Employers' Liability

The contractor shall provide and maintain Worker's Compensation and Employers' Liability Insurance coverage. The County of El Paso must be notified in the event that the insurance policy is changed or canceled.

Limits:

Each Accident	\$ _____
Disease-Policy Limit	\$ _____
Disease-Ea. Employee	\$ _____

Automobile Liability Insurance

The contractor shall provide and maintain Automobile Liability Insurance for contractor owned or operated motor vehicles operating on property belonging to the County of El Paso. The County of El Paso must be notified in the event that the insurance policy is changed or canceled.

Limits: Shall meet or exceed the requirements outlined by the State of Texas.

COUNTY OF EL PASO, TEXAS

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS*

Instructions for the certifications:

General Requirements

The County of El Paso, Texas is required to obtain from all applicants of federal funds or pass-through certifications regarding federal debt status, debarment and suspension, and a drug free workplace. Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Applicants should refer to the regulations cited below to determine the certifications to which they are required to attest. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying," 21 CFR part 1414, Government wide Debarment and Suspension (Non procurement), Certification Regarding Federal Debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the County of El Paso determines to award the covered cooperative agreement

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over \$100,000, as defined at 21 CFR Part 1405, the applicant certifies that;

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement,

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to the application.

2. DRUG-FREE WORKPLACE

As required by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. The applicant certifies that it will or will continue to provide a drug free workplace by:

(a). Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph

(a)

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee must

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The County of El Paso, Texas, 500 East San Antonio Street, Suite 406, El Paso, Texas 79901. Notice shall include the identification number of each affected grant

(f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

3. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-129)

The Applicant certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 ec seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary

for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

COUNTY OF EL PASO PURCHASING DEPARTMENT

COUNTY COURTHOUSE, 500 EAST SAN ANTONIO,
ROOM PU500, EL PASO, TEXAS 79901
(915) 546-2048, FAX: (915) 546-8180

PITI VASQUEZ, PURCHASING AGENT
JOSE LOPEZ, JR. ASST. PURCHASING AGENT
LINDA GONZALEZ, INVENTORY BID TECHNICIAN

PROPOSAL CONDITIONS

This is the only approved instruction for use on your invitation to bid. Items below apply to and become a part of the terms and conditions of the bid.

1. BY SUBMITTING A PROPOSAL, EACH BIDDER AGREES TO WAIVE ANY AND ALL CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY OF EL PASO, AND ITS OFFICERS, AGENTS AND EMPLOYEES, ARISING OUT OF OR IN CONNECTION WITH: THE DOCUMENTS, PROCEDURES, ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY PROPOSAL; THE WAIVER BY EL PASO COUNTY OF ANY REQUIREMENTS UNDER THE PROPOSAL DOCUMENTS OR THE CONTRACT DOCUMENTS; THE ACCEPTANCE OR REJECTION OF ANY PROPOSAL; AND THE AWARD OF THE CONTRACT.
2. Proposal must be in the Purchasing Department **BEFORE** the hour and date specified. Faxed proposals will not be accepted.
3. Late proposals properly identified will be returned to bidder unopened. Late proposals will not be considered under any circumstances.
4. All proposals are for new equipment or merchandise unless otherwise specified (merchandise only).
5. Quotes F.O.B. destination. If otherwise, show exact cost to deliver (merchandise only).
6. Proposal unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. RFP subject to unlimited price increases will not be considered.
7. Proposals must give full firm name and address of offeror. Failure to manually sign the proposal will disqualify it. Person signing should show title or authority to bind his firm in a contract.
8. No substitutions or cancellations permitted without written approval of County Purchasing Agent for merchandise.
9. The County reserves the right to accept or reject all or any part of the proposal, waive minor technicalities and award the proposal to the lowest responsible proposer. The County of El Paso reserves the right to award by item or by total proposal. Prices should be itemized.
10. RFP \$100,000.00 and over, the proposer shall furnish a certified cashiers check made payable to the County of El Paso or a good and sufficient bid bond in the amount of 5% of the total contract prices and execute with a surety company authorized to do business in the State of Texas. The bid bond must be included with the bid at the time of the opening.
11. This is a quotation inquiry only and implies no obligation of the part of the County of El Paso.

12. The County of El Paso reserves the right to reject any proposal due to failure of performance on deliveries. The County Purchasing Agent will justify this.
13. Brand names are for descriptive purposes only, not restrictive (merchandise only).
14. The County of El Paso is an Equal Opportunity Employer.
15. Any proposal sent via express mail or overnight delivery service must have the RFP number and title clearly marked on the outside of the express mail or overnight delivery service envelope or package. Failure to clearly identify your proposal may be cause for disqualification.
16. PURSUANT TO TEXAS GOVERNMENT CODE SECTION 2253.021, A PRIME CONTRACTOR WHO IS AWARDED A PUBLIC WORKS CONSTRUCTION CONTRACT SHALL, PRIOR TO BEGINNING THE WORK, EXECUTE TO THE COUNTY:
 - 1) A PERFORMANCE BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$100,000; AND
 - 2) A PAYMENT BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$25,000.
17. 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. ANY 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.
18. "Beginning January 1, 2006, in order to implement HB 914 (adding new Local Government Code Chapter 176), ALL VENDORS MUST SUBMIT A CONFLICT OF INTEREST QUESTIONNAIRE (Form CIQ) disclosing its affiliations and business relationships with the County's Officers (County Judge and Commissioners Court) as well as the County employees and contractors who make recommendations for the expenditure of County funds. The names of the County Officers and of the County employees and contractors making recommendations to the County Officers on this contract are listed in the Specifications.

THE CONFLICT OF INTEREST QUESTIONNAIRE MUST BE FILED WITH THE COUNTY CLERK AND A COPY OR PROOF OF FILING MUST BE ATTACHED TO THE BIDDER'S RESPONSE SUBMITTED TO THE PURCHASING DEPARTMENT.

Bidders should be aware that this bidding condition is not intended to cover or to advise you about all situations in which Local Government Code Chapter 176 would require you to file a Form CIQ. You should consult your private attorney with regard to the application of this law and your compliance requirements. Failure to comply is punishable as a Class C misdemeanor.

NOTICE:

ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE EL PASO COUNTY PURCHASING DEPARTMENT. **THE EL PASO COUNTY CODE OF ETHICS PROHIBITS ALL PRIVATE COMMUNICATION BETWEEN VENDORS AND CERTAIN COUNTY OFFICIALS AND EMPLOYEES AS DESCRIBED BELOW:**

No vendor, its representative, agent, or employee shall engage in private communication with a member of the El Paso County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

Health Insurance Benefits Provided By Bidder

Consideration of Health Insurance Benefits*

1. Do you or your subcontractor(s) currently offer health insurance benefits to your employees?

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

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

El Paso County may consider provision of health insurance benefits as part of the overall "best value" determination. Failure to provide health insurance benefits will not disqualify you from participating in this bid selection process.

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

* This page must be included in all responses.



COUNTY OF EL PASO
County Purchasing Department
500 East San Antonio, Suite PU500
El Paso, Texas 79901
(915) 546-2048
(915) 546-8180 Fax

RE: RFP #08-089, (RFP) Elevator Equipment Modernization for the Detention Facility

Dear Vendor:

As of January 1, 2006, 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. A copy of the requirements regarding vendors is attached. Also attached is a copy of the Questionnaire which needs to be filed and was prepared and approved for statewide use by the Texas Ethics Commission.

In filing out the Questionnaire, the following are the County Officers that will award the bid and the employees which will make a recommendation to the Commissioners Court:

County Officers: County Judge Anthony Cobos
Commissioner Luis C. Sariñana
Commissioner Veronica Escobar
Commissioner Miguel Teran
Commissioner Dan Haggerty

County Employees: Piti Vasquez, Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Peter Gutierrez, Buyer II
Linda Gonzalez, Inventory Bid Technician
Lucy Balderama, Inventory Bid Technician
Jerry Avila, Maintenance Foreman
Horst Graefe, Maintenance
Clint Porter, Cmdr

Please note that the state law requires that the Questionnaire be filed with the **COUNTY CLERK** no later than **the 7th business day after submitting an application, response to an RFP, RFQ or bid** or any other writing related to a potential agreement with the County. Failure to file the questionnaire within the time provided by the statute is a Class C misdemeanor

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

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.

4

Signature of person doing business with the governmental entity

Date

Tex. Local Gov't Code § 176.006 (2005)

§ 176.006. Disclosure Requirements for Vendors and Other Persons; Questionnaire

(a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire with the appropriate records administrator not later than the seventh business day after the date that the person:

(1) begins contract discussions or negotiations with the local governmental entity; or

(2) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the local governmental entity.

(b) The commission shall adopt a conflict of interest questionnaire for use under this section that requires disclosure of a person's affiliations or business relationships that might cause a conflict of interest with a local governmental entity.

(c) The questionnaire adopted under Subsection (b) must require, for the local governmental entity with respect to which the questionnaire is filed, that the person filing the questionnaire:

(1) describe each affiliation or business relationship the person has with each local government officer of the local governmental entity;

(2) identify each affiliation or business relationship described by Subdivision (1) with respect to which the local government officer receives, or is likely to receive, taxable income from the person filing the questionnaire;

(3) identify each affiliation or business relationship described by Subdivision (1) with respect to which the person filing the questionnaire receives, or is likely to receive, taxable income that:

(A) is received from, or at the direction of, a local government officer of the local governmental entity; and

(B) is not received from the local governmental entity;

(4) describe each affiliation or business relationship with a corporation or other business entity with respect to which a local government officer of the local governmental entity:

(A) serves as an officer or director; or

(B) holds an ownership interest of 10 percent or more;

(5) describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to the expenditure of money;

(6) describe each affiliation or business relationship with a person who:

(A) is a local government officer; and

(B) appoints or employs a local government officer of the local governmental entity that is the subject of the questionnaire; and

(7) describe any other affiliation or business relationship that might cause a conflict of interest.

(d) A person described by Subsection (a) shall file an updated completed questionnaire with the appropriate records administrator not later than:

(1) September 1 of each year in which an activity described by Subsection (a) is pending; and

(2) the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

(e) A person is not required to file an updated completed questionnaire under Subsection (d)(1) in a year if the person has filed a questionnaire under Subsection (c) or (d)(2) on or after June 1, but before September 1, of that year.

(f) A person commits an offense if the person violates this section. An offense under this subsection is a Class C misdemeanor.

(g) It is a defense to prosecution under Subsection (f) that the person filed the required questionnaire not later than the seventh business day after the date the person received notice of the violation.

Tex. Local Gov't Code § 176.001 (2005)

§ 176.001. Definitions

In this chapter:

(1) "Commission" means the Texas Ethics Commission.

(2) "Family member" means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573, Government Code.

(3) "Local governmental entity" means a county, municipality, school district, junior college district, or other political subdivision of this state or a local government corporation, board, commission, district, or authority to which a member is appointed by the commissioners court of a county, the mayor of a municipality, or the governing body of a municipality. The term does not include an association, corporation, or organization of governmental entities organized to provide to its members education, assistance, products, or services or to represent its members before the legislative, administrative, or judicial branches of the state or federal government.

(4) "Local government officer" means:

(A) a member of the governing body of a local governmental entity; or

(B) a director, superintendent, administrator, president, or other person designated as the executive officer of the local governmental entity.

(5) "Records administrator" means the director, county clerk, municipal secretary, superintendent, or other person responsible for maintaining the records of the local governmental entity.

COUNTY OF EL PASO, TEXAS

Check List

**(RFP) Elevator Equipment Modernization for the Detention Facility
RFP #08-089**

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

- _____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Wednesday, July 9, 2008. Did you visit our website (www.epcounty.com) for any addendums?

 - _____ Did you sign the Bidding Schedule?

 - _____ 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?

 - _____ Did you sign the “Consideration of Insurance Benefits” form?

 - _____ Did you file a copy of the completed Conflict of Interest Questionnaire (Form CIQ) with the El Paso County Clerk (in person or by mail to 500 E. San Antonio, Suite 105, El Paso, TX 79901 or by fax to 915-546-2012 attention Joann) and write the confirmation number given as proof of filing on your bidding schedule? Please include the completed and signed form with your response whether a relationship exists or not.

 - _____ If your bid totals more than \$100,000, did you include a bid bond?

 - _____ Did you provide one original and two (2) copies of your response?
-