



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

Notice to Interested Parties

Sealed Request for Qualifications will be received at the County Purchasing Department, 800 E. Overland, RM 300, El Paso, Texas 79901 before 2:00 p.m., Tuesday, August 23, 2016. Responses will be opened at the County Purchasing Office the same date for Engineering Services for the Design of First-Time Water Distribution System for Hillcrest Center & Hillcrest Estates.

**Qualifications must be in a sealed envelope and marked:
“Qualifications to be opened Tuesday, August 23, 2016.
Engineering Services for the Design of First-
Time Water Distribution System for Hillcrest
Center & Hillcrest Estates
RFQ Number 16-047**

Do not contact the requesting department. Any questions or additional information required by interested vendors must be e-mailed to: bidquestions@epcounty.com before Tuesday, August 11, 2016 at 12:00 p.m. RFQ Number and title must be on the “Subject Line” of the e-mail. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.

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

Said contract shall be let to the best qualified, and the **COMMISSIONER’S COURT RESERVES THE RIGHT TO REJECT ANY AND ALL RESPONSES AND WAIVE TECHNICALITIES**. Only responses that conform to specifications will be considered. Faxed responses will not be accepted.

In order to remain active on the El Paso County Vendor list, each vendor receiving this request for qualifications must respond in some form. Vendors submitting qualifications must meet or exceed all requirements herein. Vendors not responding to the request must submit their reason in writing to the El Paso County Purchasing Department.

Joe Lopez Jr.
Interim Purchasing Agent

El Paso County Code of Ethics Training Affidavit

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

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

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

What is a vendor:

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

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

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

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

El Paso County Code of Ethics Training Affidavit (continued)

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

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

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

I _____ am an officer, principal, or individual

(Full Name)

authorized to bind the company, known as

(Company name)

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

Name _____

Title _____

Company Name _____

Address _____

Signature _____

Date _____



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

Memorandum

To: All Vendors

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

The Purchasing Department has implemented its new bid processing vendor notification/registration system. The new system will allow vendors to register and maintain their vendor file in real time without the intervention of the Purchasing Department. Vendors will maintain their address information and contact information; as well as the commodity information that the vendor wants to be considered for on County bid solicitations. Vendors will be given a choice of receiving hard copy bid notifications, or electronic notifications to the vendors designated email and/or cellular telephone text number. We hope that the changes will help our vendors receive their solicitations in a more effective and efficient manner that will benefit both the County and the vendor with more timely, accurate, competitive bids.

All vendors wishing to receive or continue to receive bid notifications must register in this new system at www.epcounty.com. /Bids & More/Vendors List. Thank you for your cooperation. If you have any questions please contact us at (915)546-2048.

EL PASO COUNTY SIGNATURE PAGE

RFQ # 16-047
Engineering Services for the Design of First-Time
Water Distribution System for Hillcrest
Center & Hillcrest Estates.
Vendor must meet or exceed specifications

Please submit one (1) original copy and seven (7) electronic versions of the complete offer (CD/DVD/ Flashdrive) in Word/PDF Format of your statements of qualifications. Electronic copies must reflect the original hard copy.

Company

Mailing Address

Federal Tax Identification No.

City, State, Zip Code

DUNS Number (Applicable to Grant
Funded Project)

Representative Name & Title

Telephone Number include area code

Signature

Fax Number include area code

Date

Email Address

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

**Engineering Services for the
Design of First-Time Water
Distribution System for Hillcrest
Center & Hillcrest Estates.**

RFQ # 16-047



Tuesday, August 23, 2016

The County of El Paso is seeking Qualifications for design, engineering and project management services from a company or firm (here forth referred to as "Consultant") licensed to practice Engineering work in the State of Texas to provide services as defined in the scope of work. The following outlines this request for qualifications.

I. BACKGROUND INFORMATION

Hillcrest Center and Hillcrest Estates are located approximately .25 miles from El Paso Water Utilities (EPWU's) nearest water distribution system in the Far East El Paso outside the city limits (see Exhibit A) and is in the City's Extra Territorial Jurisdiction. The proposed project requires a permanent connection to EPWU's existing water distribution system on Zaragoza Ave. This project consists of constructing a first-time water distribution system inside the subdivision and connects into the EPWU-PSB system located at Zaragoza approximately .25 miles from the project site.

II. SCOPE OF WORK:

The project involves the preparation of a funding application to USDA-RD, Preliminary Engineering Report, Environmental Assessment and final design documents (Construction drawings, specifications and construction phase engineering services of a First-time water distribution system that will serve residents in the community of Hillcrest Center and Hillcrest Estates in the County of El Paso. Project funding will be from USDA-RD. This contract will be in accordance with **all USDA-RD requirements**. The USDA-RD requires the use of latest version of the Engineering Joint Contract Documents Committee (EJCDC) procedures as amended specifically for USDA-RD funded projects. The County of El Paso contract for this project will include the USDA-RD requirements outlined in U.S Department of Agriculture, Rural Development, Rural Utilities Service-Community Programs, Texas RUS Instruction 1780, **Subpart C-Planning, Designing, Bidding, Contracting, Constructing and Inspection** and United States Department of Agriculture, Rural Utilities Services; BULLETIN 1780-26. Consultant shall provide **guidance for the use of EJCDC Funding Agency Edition Documents on Water and Wastewater projects with RUS Financial Assistance.** Consultant shall assist the County regarding requirements and guidance for the USDA-RD application.

Engineering services will encompass the design, from planning to the acceptance of the Hillcrest Estates and Hillcrest Center first-time water distribution system. In cooperation with County Project Manager, services shall include but not limited to the following:

- Preparation of submittal packages for a Preliminary Engineering Report, Environmental Assessment, Construction/design documents and specifications for the construction of first-time water distribution system for Hillcrest Estates and Hillcrest Center first-time water distribution system. Consultant shall meet with El Paso County Public Works and El Paso Water Utilities personnel to determine the design parameters for the project. Consultant will prepare the plans and specifications for the design and

construction of the system. The plans and specifications must comply with all applicable local and/or state requirements and safety codes and regulations.

- Preparation of construction bid packages. As arranged with County Project Manager, conduct a pre-bid conference and answer any contractor questions asked through the Purchasing Department.
- In cooperation with County Project Manager, analyze bids and recommend the acceptance/rejection of bids.
- Review shop drawings, submittals and answer any Contractor's request for information, design concerns in accordance with standard construction administration practices.
- Conduct periodic field-inspections to the project site in order to verify the compliance of the contract documents.
- Periodically review performance and work progress of contractor.
- Verify contractor billing using application and certification for payment Form EJCDC C-620 Contractor's Application for payment.
- Recommend acceptance/rejection of the completed project.
- Preparation of final as-built construction plans.

III. WORK BREAKDOWN BY TASKS AND PHASING FOR HILLCREST CENTER AND HILLCREST ESTATES:

TASK 1 – Project Management Services

- a) Provide a written monthly status report no later than the 10th day of each month accompanied by a progress schedule.
- b) Monthly status report shall address percent complete by task as per negotiated scope of work and an overall project percent complete. Schedule shall track progress against the baseline schedule. Monthly status report shall address anticipated or actual variances from baseline and reason, along with recommendations for achieving established milestones or goals.
- c) Utilize USDA-RD procedures and EPWU Project Administration Manual throughout the conduct of this project. In the case of conflict, USDA-RD procedures will have priority.

TASK 2 – Prepare USDA-RD Application for Design and Construction Funding, in Cooperation with County Project Manager:

- a) Prepare conceptual design options and construction cost estimates in conformance with USDA-RD requirements.
- b) Prepare Preliminary Engineering Report (PER) and Environmental Assessment (EA) in compliance with USDA-RD requirements.
- c) Coordinate application information with applicable County of El Paso, state agencies and local USDA-RD office for review and approval. Submit evidence of coordination, issues, and resolutions.
- d) Assist the owner with acquiring the necessary permits from the state agencies as needed.
- e) Assist the owner with the Certificate of Convenience and Necessity (CCN) application.
- f) Determine necessity for any acquisition of any additional real property/easements/ROWs for this project and, if applicable, furnish to the County with the information.
- g) Conduct technical review meetings with County of El Paso, EPWU, and USDA-RD and provide minutes of all meetings.
- h) Prepare and submit a "Draft" application and conduct review meeting with County of El Paso, EPWU, and USDA-RD.
- i) Compile necessary checklist items related to all of the above.
- j) Achieve approval of **PER** and **EA** documents from USDA-RD prior to proceeding onto the design phase.

TASK 3 – Design and Bid Phase Services

Following the submission of the schedule, the selected Consultant will be authorized to begin the design of the **Water Distribution System**. The consultant shall work closely with the County's Project Manager to ensure that the utility design standards are incorporated and that the designs are practical and economical. Design work shall include, but not be limited to the following:

- a) Coordinate design with applicable County of El Paso, El Paso Water Utilities and state agencies for review and approval. Track and submit evidence of coordination, issues, and resolutions.
- b) Prepare a preliminary design submittal package and cost estimate for approval.
- c) Coordinate with all affected utilities and provide a clearance letter from each. (for each phase)

- d) Conduct Technical Review Meetings with EPWU, County of El Paso and USDA-RD and provide minutes of all meetings.
- e) Prepare a pre-final design submittal package and cost estimate for approval.
- f) Coordinate with all affected utilities and provide a clearance letter from each.
- g) Conduct a technical review meeting with EPWU, County of El Paso and USDA-RD.
- h) Prepare a final design submittal package and cost estimate for approval.
- i) Coordinate with all affected utilities and provide a clearance letter from each.
- j) Conduct a technical review meeting with EPWU, County of El Paso and USDA-RD.
- k) Consultant shall use AUTOCAD to maintain standardization in information exchange where possible. Standard spread sheet software operating in a PC environment for tabulation of data and results are also encouraged.

TASK 4 – Design and Bid Phase Services

All duties described in this task shall be in coordination with County Project Manager:

- a) Prepare bid packet/contract documents/advertisement for bids.
- b) Provide in all proposed construction contracts deductive alternatives where feasible ranked by priority, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
- c) As coordinated by Purchasing staff, attend pre-bid conference, answer questions from bidders, and provide minutes of the meeting.
- d) Submit addenda to the contract documents as may be required for issuance by County of El Paso Purchasing.
- e) Assist with bidding and contract award procedures including recommendation of award.

TASK 5 – Construction Phase Services

This project may include construction phase services at the option of the County Project Manager. Such services will include, but may not be limited to, general coordination and administration, special services as required by the County, and shall include the following:

- a) Hold pre-construction conference, develop agendas, list of invitees, and provide minutes of the conference to all attendees.
- b) Provide and supervise construction management and inspection staff for the project.
- c) Monitor and approve monthly updates to the contractor's construction schedule.
- d) Administer construction contract requirements, payroll reports, and partial payment requests.
- e) Consult with and advise the County during construction; issue to contractors all instructions requested by the County; and prepare routine change orders if required, at no charge for engineering services to the County when the change order is required to correct errors or omissions by the Consultant; provide price analysis for change orders; process change orders approved by County and the consultant and submit to USDA-Rd for approval prior to execution with the construction contractor.
- f) Review, recommend, and process work directive changes and change orders.
- g) Review shop drawings and resolve design related construction problems at no cost to the owner.
- h) Provide construction inspection, resident project representative (RPR), quality control procedures and testing, construction photographs, record keeping, claim documentation, non-conformance reporting, punch lists, record drawings in AUTOCAD, and project closeout including an orderly turnover of warranties, operation & maintenance manuals, and other requirements.
- i) Provide engineer's certificates of substantial and final completion.
- j) Assist the utility staff in the start-up and acceptance of facilities.
- k) Provide evaluation of contractor's performance on this project.
- l) Provide a warranty inspection of the interceptor lines and appurtenances prior to expiration of construction contract warranty and a written report.

NOTICE:

FUNDING FOR THE PROJECT IS BEING SOUGHT AS PART OF THIS CONTRACT. THE TARGETED SOURCE IS USDA-RD FUNDS WHICH WILL BE THE PRIMARY FUNDING AGENCY. AS SUCH, THE CONSULTANT SHALL FOLLOW ALL FUNDING AGENCIES REQUIREMENTS AND STIPULATIONS THE CONSULTANT AGREES TO PREPARE THE REQUIRED DOCUMENTS THAT INCLUDE BUT ARE NOT LIMITED TO, PER'S, EA, CONCEPTUAL AND FINAL DESIGN DOCUMENTS WHICH FOLLOW THE

REQUIREMENTS SET FORTH IN THIS PACKAGE. THE CONSULTANT AGREES THAT ALL WORK IS BEING DONE WITH AN ANTICIPATED OVERALL PROJECT ACCEPTANCE AND AS SUCH WILL TAKE ALL LIABILITY FOR GETTING THE PROJECT FUNDED. CONSULTANT'S PAYMENT SHALL BE MADE AFTER FUNDING/PROJECT ACCEPTANCE IS ACHIEVED AND AFTER LOAN CLOSING IS COMPLETED.

IV. DELIVERABLES AND PROJECT SCHEDULE

Deliverables:

The selected Consultant shall adhere to the following Deliverables schedule:

- A maximum of 45 calendar days for preparation of preliminary engineering report, environmental assessment, conceptual plans and draft specifications from receipt of Notice to Proceed by the County of El Paso. (5 complete hard copy sets to be submitted and 3 electronic copies)
- A maximum of 130 calendar days for preparation of the preliminary design package. (10 complete hard copy sets to be submitted.)
- A maximum of 35 calendar days for preparation of the pre-final design package. (10 complete hard copy sets to be submitted.)
- A maximum of 21 calendar days for preparation of the final design package. (10 complete hard copy sets to be submitted.)

Proposed Planning and Pre-design Schedule:

Start USDA-RD Application & Design	August 2016
Preliminary Design Package	January 2017
Pre-final Design Package	March 2017
Final Design Package	May 2017
Complete Design	May 2017
Receive Bids	October 2017
Construction Period	January 2018

Schedule is subject to change depending on circumstances and availability of funds.

V. MINIMUM QUALIFICATIONS

- The consultant firm shall have been in business for no less than five years.
- Proposed company shall be licensed to perform work in the State of Texas.
- Proposal must demonstrate sufficient experience in design engineering as related to the Scope of Work.

- Proposed staff shall have the appropriate engineering license to perform the work as described in the RFQ. Key staff shall be licensed to perform engineering work in the State of Texas.

VI. QUALIFICATION SUBMISSION:

The qualifications must be submitted in sealed envelopes on or before the deadline. One original signature copy and seven (7) electronic copies on CD/DVD/flashdrive.

To be deemed responsive, submittals must at a minimum contain the following:

- Cover letter (one page).
- Technical competence (two pages)
- Project approach (four pages)
- Team organization and availability (one page)
- Project management and quality control (two pages)

Brief resumes for Key Project Personnel may be submitted at the option of the consultant, for those persons new to the firm -. Such resumes shall be attached to the Team Organization and Availability section and shall not exceed two (2) pages each. Resumes will not be included in the ten (10) page count described above. Graphic, schematic, photos, and tables shall be kept to a minimum, inserted within the 10 page count above if space permits, and used only to augment any of the required information more clearly. No cost information is to be provided.

Individuals or firms may be invited to make presentations in person to the County review committee at a time and place designated by the committee

VII. EVALUATION CRITERIA:

The qualifications received will be evaluated and ranked according to the following criteria:

Technical Competence (20 Points) – Provide your understanding of the Scope of Work described in this RFQ. Briefly outline any similar projects or related experience. Provide agency name, address, contact name, e-mail or phone number. A complete history of projects and contacts shall not be provided. Information provided shall consist of a minimum of three (3) and not more than five (5) similar projects. The County will evaluate the preparedness, enthusiasm, and capacity of the proposer to understand and deal with the requirements of the project. This includes prior experience with USDA-RD in the engineering planning and design for line installation or replacement. The consulting firm shall not reiterate the tasks outlined in the Scope of Work, except to summarize or reinforce its understanding of the scope for this project.

Project Approach (40 Points) – Provide a brief discussion on proposed technical solutions approach to the project. Do not provide extensive design comments or consideration of various alternatives in detail, however any project alternatives (described in a general format) will be considered and evaluated. Firms will be evaluated on its ability to address the general solutions approach to the project issues and objectives, within the page limitations indicated. Information provided may include but not limited to a brief discussion of such factors as: Cost-effectiveness of proposed design; understanding of materials, system appurtenances, and operation of facilities applicable to this project; Understanding of federal, state, and local rules and regulations, laws, and design standards; degree of commitment to the Project Manager's schedule; and if applicable, proposed use of innovative solutions and techniques.

Team Organization and Availability (20 Points) – Provide a hierarchal Organizational Chart indicating the Project Team which includes names of the proposed key project personnel, their area of responsibility, and relationships of sub consultants. Proposed organization shall reflect, where applicable, the planning, design, and construction phases of the project. Key personnel experience and strengths relative to the project at hand may be briefly discussed, but extensive staff resumes shall not be submitted. The County Project Manager is Munzer Alsarraj, whose name shall appear in the organizational chart. Provide Table of Availability of key personnel giving the percent of time available for this project, based on current upcoming workloads on other projects. The County will evaluate the proposed staffing organization based on factors such as what areas and percent of work will be performed locally; current or previous USDA-RD projects, how efficiently is the team structured; the character and qualifications of sub consultants; and utilization of minority groups.

Project Management and Quality Control (20 Points) – Provide a brief discussion of the process and procedures in place and proposed for managing this project. Indicate what the key ingredients are for a successful project and what methods and organizational efforts are made to provide for constructability reviews and to ensure quality control in projects. In addition, a firm's evaluation will be based on its track record of successful project management and construction administration relative to scheduling, reporting, cost-control, quality of deliverables, timely responses, and the ability to provide experienced construction quality control personnel and procedures. The consultant MUST be familiar with EJCDC Contract Documents, 2014 or newer Versions and the EJCDC documents developed in conjunction with USDA-RD

The County evaluation committee will recommend the most qualified consultant and will recommend award to County Commissioners Court and authorization for the Purchasing Agent to negotiate a fee with the selected engineering firm.

The County of El Paso reserves the right to require the individual or firm providing engineering services to redesign the project for re-bidding at no additional compensation to that individual or firm in order to stay within the budget for the project.

Should the individual or firm fail to adhere to the Scope of Work as delineated above, the County of El Paso reserves the right to find the individual or firm to be in breach of contract. The total amount of funds for the project, including engineer services, administrative services and construction fees are set by the County.

VIII. DEADLINE FOR SUBMISSION:

Qualifications shall be received no later than 2:00 p.m. Mountain Standard Time on Tuesday, August 23, 2016 at the County of El Paso, Purchasing Department, 800 E. Overland, Suite 300, El Paso, TX 79901.

Submittal must be directed to:

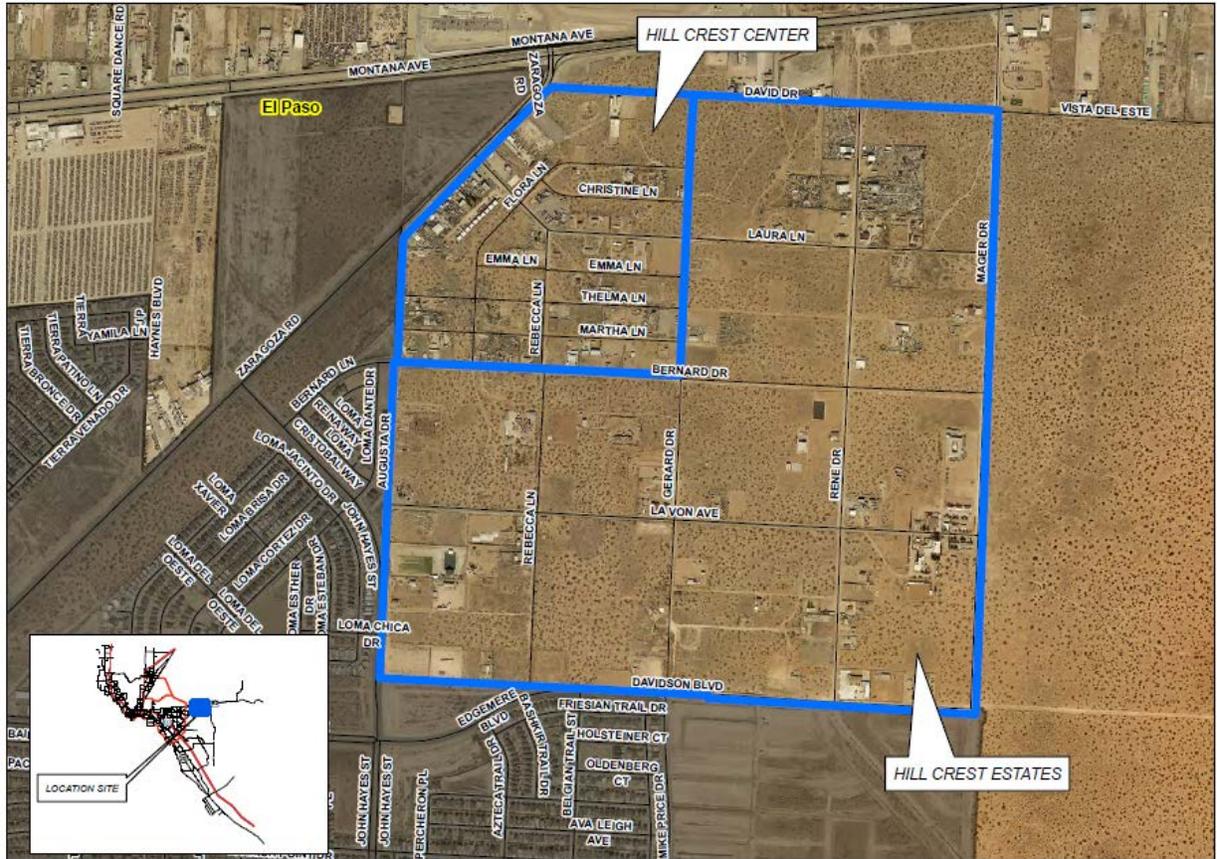
Joe Lopez Jr., Interim Purchasing Agent
County of El Paso Purchasing
800 E. Overland, Suite 300
El Paso, Texas 79901
(915) 546-2048, fax (915) 546-8180

Any additional information or questions must be submitted in writing no later than Thursday, August 11, 2016 at 12:00 (noon) to the attention of:

Lucy Balderama, Inventory Bid Technician
lbalderama@epcounty.com
800 E. Overland, Suite 300
El Paso, Texas 79901
(915) 546-2048, fax (915) 546-8180

Exhibit A

HILL CREST CENTER \ HILL CREST ESTATES SUBDIVISIONS



General Provisions County of El Paso, Texas

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

1. PROPOSAL PACKAGE

- a. The request for proposal, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all considered part of the proposal package. Proposals must be submitted on the forms provided by the County, including the proposal sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the proposal sheet/contract page (s) may disqualify the proposal from being considered by Commissioners’ Court. Any individual signing on behalf of the proposer expressly affirms that he or she is duly authorized to tender this proposal and to sign the proposal sheet/contract under the terms and conditions in this proposal. Proposer further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners’ Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the proposal. Changes must also be made to any electronic copies submitted. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each proposer is required to thoroughly review this entire proposal packet to familiarize themselves with the proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with the County.
- b. Proposal must be in the Purchasing Department BEFORE the hour and date specified. Faxed or e-mailed proposals will not be accepted. Late proposals will not be considered under any circumstances.**
- c. Any proposal sent via express mail or overnight delivery must have the RFP number and title clearly marked on the outside of the envelope or package. Failure to clearly identify your proposal may be cause for disqualification.

2. COMPETITIVENESS AND INTEGRITY

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

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

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

3. PROPOSER'S RESPONSIBILITY

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

- Have been in business of providing services for a minimum of 1 years;
- Have adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for 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.

CERTIFICATE OF LIABILITY INSURANCE

In the remarks section should include job description or project name and/or number. Successful bidder shall carry in full force Workers’ Compensation Insurance Policy (ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful bidder. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful bidder to the County. Insurance is to be placed with insurers having a best rating of no less than A. The Bidder shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Bidder shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity. The County agrees to provide Bidder with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand or cause of action

at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Bidder. In no event shall the County be liable for any damage to or destruction of any property belonging to the Bidder.

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

27. MANDATORY DISCLOSURES:

Texas law requires the following disclosures by vendors:

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

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

Of Interested Parties (only required of vendors who are awarded the bid/RFP/RFQ)

In 2015, the Texas Legislature added Section 2252.908 to Chapter 2252 of the Texas Government Code. Pursuant to Section 2252.908, for contracts entered into January 1, 2016 and after, the awarded vendor must submit to the County a completed "Certificate of Interested Parties" form, which will be included in the Commissioners Court agenda at the time the contract is approved and sent to the Texas Ethics Commission within 30 days thereafter. For Bidder's information and convenience, a blank Certificate of Interested Parties Form is enclosed with this bid. Blank Certificate of Interested Parties 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 contact 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. By reading and signing the Affidavit form, the bidder has confirmed that they have been trained in the El Paso County Code of Ethics. The training must be completed by an officer, principal, or other person with the authority to bind the company.

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

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

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

If completed on-line, the training receipt should be printed out and included with the BID/RFP/RFQ/RFI.

COUNTY OF EL PASO, TEXAS

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

Instructions for the certifications:

General Requirements

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

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

1. LOBBYING

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

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

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

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

1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

2. DRUG-FREE WORKPLACE

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

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

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

(b) Establishing an on-going drug free awareness program to inform employees about:
(1) The dangers of drug abuse in the workplace;
(2) The applicant's policy of maintaining a drug free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

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

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

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

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

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

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

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

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

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

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 ec seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

HEALTH INSURANCE BENEFITS QUESTIONNAIRE

Texas Local Government Code Section 262.0271 states the County may give preference to bidders that provide reasonable health insurance coverage to its employees, over a bidder that doesn't provide such insurance. Complete the questionnaire below if applicable. If not, check box #3.

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

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

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

3.

No. The bidder is not requesting the Health Insurance Benefits Preference.

Checking Box #3 will not disqualify you from participating in this bid selection process.

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative



COUNTY OF EL PASO
County Purchasing Department
800 E. Overland, Suite PU300
El Paso, Texas 79901
(915) 546-2048
(915) 546-8180 Fax

RE: RFQ # 16-047, Engineering Services for the Design of First-Time Water Distribution System for Hillcrest Center & Hillcrest Estates.

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 David Stout
Commissioner Vincent M. Perez
Commissioner Andrew Haggerty

County Employees: Jose Lopez, Jr., Interim Purchasing Agent
Peter Gutierrez, Buyer II
Betsy Keller, County Administrator
Elvia Contreras, Formal Bid Buyer
Blanca Carbajal, Inventory Bid Technician
Lucy Balderama, Inventory Bid Technician
Edward Dion, County Auditor
Wallace Hardgrove, Budget & Financial Manager
Josie Brostrom, Assistant County Attorney
Diana Shearer, Assistant County Attorney
Michael Martinez, Administration
Lorena Rodriguez, Analyst
Ian R. Kaplin, Assistant County Attorney
Pat Adouto, Public Works Director
Norma Palacios, Public Works deputy Director
Munzar Alsarraj, Infrastructure Project Manager
Gilbert Saldana, D & F Plain Pgrm. Engineer
Fernando Hernandez, CIP & Design Engineer
Humberto Arenas, Manager
Sal Alonzo, Civil Engineer

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

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>	

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

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

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

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

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

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

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- (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed;
 - or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

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

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

5 Check only if there is NO Interested Party.

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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

ADD ADDITIONAL PAGES AS NECESSARY

COUNTY OF EL PASO, TEXAS

Solicitation Check List

RFQ # 16-047

**Engineering Services for the Design of First
Time Water Distribution System for Hillcrest
Center and Hillcrest Estates**

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Thursday, August 23, 2016. Did you visit our website (www.epcounty.com) for any addendums?

_____ Did you sign the Signature Page?

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

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

_____ Did you sign and complete the required "Conflict of Interest Questionnaire"?

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

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

_____ Did you provide one (1) original and seven (7) electronic versions (CD/DVD/Flashdrive) in Word/PDF Format of your response? Electronic copies must reflect original hard copy.