



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

Notice to Interested Parties

Sealed bids will be received at the County Purchasing Department, 500 E. San Antonio, Suite PU500, El Paso, Texas 79901 before 2:00 p.m., **Tuesday, April 17, 2007** to be opened at the County Purchasing Office the same date for **(Re-bid) Janitorial Service at the Northeast Annex.** A pre-bid conference will be held on **Tuesday, April 3, 2007 at 11:00 a.m.** in the **Purchasing Conference Room** located at **500 East San Antonio, Room 500, El Paso, Texas 79901.**

Bids must be in a sealed envelope and marked:
"Bid to be opened April 17, 2007
(Re-bid) Janitorial Service at the Northeast Annex
Bid #07-035"

Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Tuesday, April 10, 2007, at 12:00 p.m. Questions can be faxed to (915)-546-8180.

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

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

If the bid totals more than \$100,000.00, the bidder shall furnish a certified cashier's check made payable to the order of El Paso County 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 bid bond must be included with the bid at the time of the opening.

PITI VASQUEZ
County Purchasing Agent

BIDDING 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 bid, I hereby represent and warrant to El Paso County that I have read and understood the Bid Documents and the Contract Documents and this bid is made in accordance with the Bid Documents.

Please quote prices and discounts on the following items:

F. O. B. El Paso County

Description – Bid # 07-035 (Re-bid) Janitorial Service at the Northeast Annex Vendor must meet or exceed specifications
Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. Please submit one (1) original copy and two (2) copies of your bid.

Company	Address
Federal Tax Identification No.	City, State, Zip Code
CIQ Document Number	CIQ Sent Date
Representative Name & Title	Telephone
Fax Number	E-mail
Signature	

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

COUNTY OF EL PASO, TEXAS

Solicitation Check List

**(Re-bid) Janitorial Service at the Northeast Annex
Bid #07-035**

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Tuesday, April 17, 2007. 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?

(Re-bid) Janitorial Service at the Northeast Annex

Bid #07-035



**Opening Date
Tuesday, April 17, 2007**

**EL PASO COUNTY
INVITATION FOR BID
INSTRUCTION/TERMS OR CONTRCT
BID NO. 07-035**

BY ORDER OF the Commissioners Court of El Paso County, Texas sealed bids will be received for a contract for:

**JANITORIAL SERVICES FOR THE
EL PASO COUNTY NORTHEAST ANNEX**

COMMENCING FROM May 1, 2007 and continuing for a three-year period, subject to funding of Commissioners Court; and with an option to renew the awarded contract in increments of one (1) year terms, for an additional period of two (2) years at the discretion of the Commissioners Court of El Paso County, Texas, subject to funding of the Court, and upon the successful price negotiations between the awardee and El Paso County for each subsequent term.

IT IS UNDERSTOOD that the Commissioners Court of El Paso County, Texas reserves the right to award multiple awards or to award only a portion of this bid and to reject any and/or all bids covered by this bid request and to waive informalities on defects in bids or to accept such bids as it shall deem to be in the best interest of El Paso County.

SUBMISSION OF BIDS: _____ Sealed bids shall be submitted to:
El Paso County Purchasing Agent
Suite 500
500 E. San Antonio
El Paso, Texas 79901

NO LATER THAN: _____

MARK ENVELOPE: **BID # 07-035**

BIDS MUST BE submitted on this form. Each bid shall be placed in a separate sealed envelop, manually signed in ink by a person having the authority to bind his firm in a contract, and marked clearly on the outside as outlined in the bid specifications.

BIDS SUBMITTED AFTER the submission deadline shall be returned unopened and will be considered void and unacceptable.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Alterations made before opening time must be initialed by Contractor guaranteeing authenticity.

PRE-BID CONFERENCE: A pre-bid conference will be held on April 03 2007, at the El Paso County Purchasing Dept., 500 E. San Antonio, 5th floor room 500" at 10:00 a.m.

BIDS MUST COMPLY with all federal, state, county and local laws. Contractor shall not hire or work any undocumented alien.

SUCCESSFUL CONTRACTOR shall at all times pay or cause to be paid, without cost or expense to El Paso County, all Social Security, Unemployment and Federal Income Withholding

Taxes of all his/her employees and all such employees shall be paid wages and benefits as required by Federal and/or State law.

CONFLICT OF INTEREST: No public official shall have interest in this contract in accordance with Texas Local Government Code, Chapter 171.

TERM: The contract shall be effective for a period of three (3) years, subject to funding by Commissioners Court; and with an option to renew the awarded contract in increments of one (1) year terms, for an additional period of two (2) years at the discretion of the Commissioners Court of El Paso County, Texas, subject to funding by the Court, and upon the successful price negotiations between the awardee and El Paso County for each subsequent term. If options are exercised, price adjustment will only be considered on anniversary date of contract for:

- 1.) Federal/State minimum wage law;
- 2.) Federal/State unemployment taxes;
- 3.) FICA; and/or;
- 4.) Insurance coverage rates

CONTRACTOR ACKNOWLEDGES that the County is a political subdivision of the State of Texas, and as such sets its budget according to the laws of the State of Texas for a period of one year beginning on October 1st and terminating on September 30th of each year. In the event the County does not intend to include sufficient funds in its next annual budget, in any fiscal year during the term of this Agreement, for the payment of it's obligations hereunder, the County may terminate this agreement without penalty or further payment, upon 30 days written notice to Contractor, to be effective on September 30th of the then current fiscal year.

BID AGREEMENT: The successful Contractor (hereinafter called CONTRACTOR) agrees to maintain and assure a proper appearance of the El Paso County Government Facility listed in the Building Schedule according to the schedule of cleaning. All work performed in fulfilling the requirements of this bid will be accomplished by competent personnel utilizing the highest professional maintenance methods. This bid for services shall include all personnel, supervision, equipment and supplies used by the Contractor. Contractor agrees to perform any and all emergency cleaning services, which may be required as outlined in item 14 of the General Provisions Section of this bid document.

County-owned buildings to be included in this contract at this time is:

**El Paso County Northeast Annex
4641 Cohen Avenue
Suites "B", "C" and "D"
El Paso Texas 79924**

The County reserves the right to change the services required under this bid, and may adjust the contract price to reflect the cost associated with such changes (either by addition or deletion of total square footage and/or addition or deletion of one or more locations). **Total square footage to be considered at this time: Suite "B" 4,669 sq. ft.; Suite "C" 3,717 sq. ft.; Suite "D" 1,180 sq. ft..**

Bidder acknowledges that should El Paso County modify the requirements and add or delete square footage from the award, unit pricing will be used to determine the new contract price.

SCOPE: It is the intent of these specifications to adequately describe janitorial service as required by El Paso County in sufficient detail to secure competent bids. All normal and usual service or materials not specifically mentioned which are necessary to provide a complete and acceptable service, shall be included in the bid and shall conform in quality of materials, workmanship, and performance. **The Contractor shall be responsible for furnishing ALL SUPPLIES and EQUIPMENT necessary to clean all areas of the building AND restock all consumable products such as paper towels, toilet paper, trash can liners, and hand soap, as appropriate in accordance with the Schedule of Cleaning. The County of El Paso will not be responsible for supplying ANY products associated directly or indirectly with the janitorial service provider. The contractor is expected to furnish ALL supplies, materials, equipment, labor, and any other item not expressly listed here, that is necessary to perform and carry out all duties specified in the Schedule of Cleaning, from start to finish.** It is not the intent of these specifications to eliminate any Contractors.

ASSIGNMENT: The successful Contractor shall not sell, assign, transfer, or convey the contract, in whole or in part, without the prior written consent of El Paso County.

VENUE: The agreement will be governed and construed according to the laws of the State of Texas. The agreement is performable in El Paso County, Texas.

SPECIFICATIONS: Janitorial service shall include and furnish ALL necessary supervision, labor, equipment, and supplies necessary to appropriately perform all duties in their entirety, as listed in the Schedule of Cleaning.

SCHEDULE OF CLEANING: This schedule will be considered a minimum of services required by El Paso County. It is expressly understood that El Paso County may add requirements under this schedule in the order to assure that all scheduled properties are properly cleaned.

A. NIGHTLY

1. All trash receptacles – Remove and dispose of used trash liners and contents, clean interior/exterior of trash receptacle, furnish, install, and secure appropriately sized liner;
2. Carpeted floors -- Vacuum all carpeted areas, moving non-stationary furniture and items as appropriate; remove spots with a stain remover as necessary, to prevent permanent stains;
3. Non-Carpeted Flooring – Sweep, remove, and dispose of debris; mop with appropriate disinfectant cleaning solution and remove stains; spray-buff as needed;
4. Hard Surface Cleaning including all types of furniture, tables, shelves, cabinets, counters, benches, walls, doors, door frames, interior glass panels/windows, stainless steel, chrome, laminate, etc. – Clean and wipe down with a cleaning product that is appropriate to the type of surface, taking care not to damage the surface, or disturb items on or around the area being cleaned;

5. Upholstered Furniture – Vacuum or sweep with upholstery brush, removing debris and remove spots with a stain remover as necessary to prevent permanent stains;

6. Restrooms:

- a. Disinfect, sanitize and clean all bathrooms in their entirety including all commodes, urinals sinks, basins, faucets, fixtures, dispensers, counters, mirrors; stall doors/walls, hardware, handles, hinges, vents, entrance doors, and floors;
- b. Remove calcium and scum build up;
- c. Dispensers—polish exterior; furnish and replenish hand soap, paper towels, and toilet paper;
- d. Remove and dispose of used trash liners, including sanitary napkin disposal containers; clean/disinfectant interior/exterior of trash receptacle, furnish and replace appropriately sized trash liner;
- e.
- f. Restrooms shall be maintained in a sanitary condition at all times;
- g. Report any problems with the plumbing, fixtures, or graffiti to Facilities Management with 24 hours.

7. Janitorial Closets -- Clean and keep orderly; clean mop sinks thoroughly; empty all mop buckets nightly, and rinse mop thoroughly. Only cleaning supplies and equipment will be stored in closet.

8. Exterior – pick-up litter around facility and parking area.

B. WEEKLY

- 1. Non-Carpeted Flooring -- Clean and refinish as needed;
- 2. Lobbies, corridors, and work areas—Soft wash walls; wash all doors and frames; dust high areas such as signs, vents, etc.
- 3. Carpeted floors—power pile lifting machine will be used to remove deeply impregnated dirt and restore packed down pile; thoroughly vacuum along baseboards. Broom sweep edge of carpet along walls and furniture before vacuuming.
- 4. Corridors—Dust and damp wipe walls, including signs.

C. MONTHLY

- 1. Dust, vacuum, and damp clean all ledges, railings, tops of doors and window frames, supply air, and return air vents and grills; dust paneling, clean and polish all glass and mirrors;
- 2. Upholstered furniture—vacuum; clean and polish bases, arms, etc. Shampoo and extract as deemed necessary;
- 3. Window blinds—dust and clean;
- 4. Non-Carpeted Floors—scrub, wax, and machine buff;
- 5. Carpeted floors—Spot clean as needed; a power pile-lifting machine will be used to remove deeply impregnated dirt and restore packed down pile in all areas not covered in paragraph B3, including along baseboards.

D. QUARTERLY

- 1. Shampoo Carpeting
- 2. Wood paneling and shelving—Apply furniture wood oil by hand;
- 3. Drapes—Vacuum.

E. SEMI-ANNUALLY

1. Strip, seal, and wax all tile floors in lobby corridors, restrooms, and offices.

F. AS NEEDED

1. Scrub and refinish floors in corridors and lobby areas;
2. Spot wash all walls;
3. Clean inside and exterior of windows;
4. Shampoo carpets.

GENERAL PROVISIONS

NOTE: CONTRACTOR MUST FURNISH ALL INFORMATION REQUESTED IN BID DOCUMENT TO BE CONSIDERED FOR BID AWARD.

1. CONTRACTOR'S RESPONSIBILITY

Each Contractor shall be held to have examined all areas and premises under consideration and confirmed full understanding of these specifications and the County's needs and satisfied him/herself that he/she is cognizant of all factors relating to requirements contained in these specifications as no extra charges or compensation will be allowed after bids are opened.

2. CONTRACT PERFORMANCE

The contract will cover performance of labor for the County on County-owned premises; therefore, the Contractor agrees to indemnify and protect the County against all liabilities, claims, or demands for injuries or damage to any person or property growing out of the performance of this contract.

3. INDEMNIFICATION

The successful Contractor shall defend, indemnify, and save harmless El Paso County and all its officers, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injury to or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Contractor, or of any agent, employee, or supplier in execution of, or performance under, any contract which may result from bid award. Successful Contractor shall pay any judgment with cost, which may be obtained against El Paso County growing out of such injury or damages.

4. INSURANCE

Before commencing work, the successful Contractor shall be required, at his own expense, to furnish the El Paso County Purchasing Agent with evidence showing the following insurance to be in force, El Paso County, its officers, agents, and employees to be named as additional insured:

- (a) Worker's Compensation in accordance with State Territorial Worker's Compensation Laws; and Employers' Liability Insurance;
- (b) Public liability and property damage insurance including independent contractor's liability, completed operations and contractual liability, covering, but not limited to, the liability assumed in the indemnification provisions (as specified in this RFP) fully insuring contractor's liability for injury to, or death of, County employees and third parties, extended to include personal injury liability

coverage, and for damage to property of third parties, with a minimum coverage for each occurrence of \$500,000.00;

Comprehensive automobile and truck liability insurance to include coverage of owned, hired, and non-owned vehicles with minimum limits of \$300,000.00 each occurrence for bodily injury and \$100,000.00 each occurrence for property damage. Such insurance is to include coverage for loading and unloading hazards.

Each insurance policy to be furnished by successful Contractor shall include, by endorsement to the policy, a statement that each policy shall require that thirty (30) days prior to the cancellation of, or upon any material change in coverage, a notice thereof shall be given to El Paso County by certified mail.

Evidence of coverage shall be supplied to the County within ten (10) days of notification of award.

5. SUPERVISION

Successful Contractor must furnish a supervisor to be on County premises to oversee work performed at all times during regular course of service and will be available on call-back without additional cost to County where necessary, as result of failure to perform duties required.

6. CONTRACT ADMINISTRATION

Under the contract, El Paso County will appoint its Facilities Manager as contract administrator with designated responsibilities, which may include, but are not limited to, the inspection and acceptance of all services performed under the contract. The contract administrator will serve as liaison between the El Paso County Purchasing Agent (which has the overall contract administration responsibilities) and the Contractor.

7. INSPECTIONS

Contractor will make inspections with the El Paso County's designated representative upon request and furnish written plan of action as to how and when he proposes to correct any discrepancies. In order to eliminate complaints, the Contractor shall have a regular systematic inspection by his supervisor to assume maximum efficiency at all times.

If, after inspection, problem areas are not corrected within three (3) working days, five percent (5%) of the monthly contract billing, per problem area, will be deducted for failure to perform in keeping with the terms of this contract.

9. SECURITY

Contractor will have a bond on each employee and agrees to provide a means of ensuring the employees can be searched, if necessary, in case of accusation of theft. Contractor shall not hire or work any person who has any felony conviction or misdemeanor conviction involving moral turpitude.

10. PERSONNEL UNIFORMS

Contractor will assure that all working personnel are in clean uniforms (which have been approved by the County) and properly identified. Any changes in uniforms shall be agreed upon by both the County and the Contractor.

11. CANCELLATION TERMS

This contract shall remain in effect for the contract period or until terminated by either party by giving written notice of such cancellation. The Contractor must give El Paso County sixty (60)

days written notice prior to cancellation, and must state therein, the reasons for such cancellation.

The contract is subject to cancellation, at the option of El Paso County, for one or all of the following reasons:

Unsatisfactory performance of Contract;
Inability of the Contractor to fulfill the requirements of the Contractor.

In the event that El Paso County should exercise its option to cancel under the above criteria, El Paso County may cancel the contract on one (1) day's written notice, but shall compensate Contractor for all work performed prior to such cancellation.

12. INVOICING PROCEDURE

Contractor may, with prior approval of El Paso County, submit invoices on a monthly basis. A purchase order will be issued by the El Paso County Purchasing Agent for the monthly amount of the contract, less penalties, as outlined in these specifications. Invoices shall be mailed to:

Facilities Management Department
500 E. San Antonio, Suite M1
El Paso, Texas 79901-2424

13. MISCELLANEOUS REQUIREMENTS

The Contractor will not permit his employees to use the telephone in any office area; eat or remove food or drinks from refrigerators; or otherwise remove or handle, except in the act of cleaning, any papers or other items found on County premises. Contractor will not allow employees to bring children to work with them while at the El Paso County facilities.

14. EMERGENCY SERVICES

The Contractor may be required to perform certain services outside the normal contract requirements. These services may require personnel/equipment or both. The services will be billed and paid for by El Paso County under a separate invoice at the rate stated on the bid and approved by the El Paso County Commissioners Court.

15. EL PASO COUNTY COMPLAINT PROCESS

All departments located in the cleaning area, will direct all janitorial complaints to the Facilities Management Department, where a written log will be kept. Upon each complaint, a Facilities Management representative will contact the Contractor immediately advising in detail the nature of the complaint. The Contractor, or his designated representative, shall ensure that any and all complaints are investigated and corrected satisfactorily. When a verbal specific complaint, logged in by the Facilities Management representative, does not effect the necessary corrective measures from the Contractor, a written complaint letter will be written and sent via Certified Mail Return Receipt Requested. If the complaint or deficiency has not been corrected satisfactorily within three days upon verified receipt of the certified letter, five percent (5%) will be deducted from the monthly contract price per day, per complaint.

The Contractor will be required to report, via fax or e-mail, any and all defective furnishings or structural problems they may encounter while working routinely on County property. This process is intended to allow the Contractor and/or his employees to report to El Paso County any problems they encounter, such as tears or holes in carpet; damage to metal, wood, or glass

surfaces; furniture, or any other significant item that the Contractor or his employee believes requires repair.

16. SUBCONTRACTING

Sub-contracting will not be permitted.

18. AGENT OF CONTRACTOR

Contractor shall list below the name, address and telephone numbers of the agent for the Contractor who is to be contacted and served notice for any purpose under this contract.

Contractor: _____
Name of Agent: _____
Address of Agent: _____
Day Telephone #: _____
Eve. Telephone #: _____

19. CONTRACTORS QUALIFICATIONS AND MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE CONTRACTORS

Bids shall be considered only from Contractors, who in the judgment of the El Paso County Commissioners Court, are regularly established in this type of business with full time work crews in El Paso County, financially responsible and able to show full evidence of satisfactory past performance and competence and who are able to render prompt and satisfactory service.

Contractor shall provide with his bid response, all documentation required by this Request for Bid. Failure to provide this information may result in rejection of bid.

A prospective Contractor must affirmatively demonstrate his responsibility. A prospective Contractor must meet the following requirements:

- a) Have adequate financial resources or the ability to obtain such resources as required;
- b) Be able to comply with required performance schedule;
- c) Have a satisfactory record of performance;
- d) Have a satisfactory record of integrity and ethics;
- e) Be otherwise qualified and eligible to receive and award

Include representation and other information sufficient to determine Contractor's ability to meet these minimum standards listed above.

20. REFERENCES

Contractor shall supply a list of at least five (5) references where like janitorial service are currently being performed by his firm through contract and have been provided for a minimum of twelve (12) months. Include name of firm, address, telephone number and name of representative. (See paragraph 4 of Vendor Evaluation Section of this document.)

21. SILENCE OF SPECIFICATION

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail.

22. PREFERENTIAL REQUIREMENT

The County of El Paso, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident Contractor unless the nonresidents bid is lower than the lowest bid submitted by a responsible Texas resident Contractor by the same amount that a Texas resident Contractor would be required to under-propose a nonresident to obtain a comparable contract in the state in which the nonresident’s principal place of business is located (Article 601g V.T.C.S.). Contractor shall make answer to the following questions by encircling the appropriate response or completing the blank provided:

- 1.) Is your principal place of business in the State of Texas?
Yes No
- 2.) If the answer to question 1 is “yes”, no further information is necessary; if “no”, please complete the following:
 - a) In which state is your principal place of business located?

 - b) Does that state favor resident Contractors (Contractors in your state) by some dollar increment or percentage?
Yes No
 - c) If “yes”, what is that dollar increment of percentage? _____

ANY QUESTIONS concerning this bid should be directed to the El Paso County Purchasing Department at (915)546-2048.

VENDOR EVALUATION DATA

Vendor evaluation information is required data. Each Contractor shall complete and return this form with bid. Failure to submit necessary information may be cause for rejection of bid.

CONTRACTORS QUALIFICATION: Bids shall be considered only from Contractors who in the judgment of El Paso County Commissioners Court are regularly established in this type of business with full time staff and work crews in El Paso County, financially responsible and who are able to show full evidence of satisfactory past performance, competence and the ability to render prompt and satisfactory service.

- 1. Firm/Contractor name and complete address:
- 2. List of Officers of company by name and title:

3. Do you meet all requirements as required by local and state jurisdiction? _____

4. References: Contractor shall furnish at least five (5) references currently under service contract with multi-story or multi-building operation, showing approximate square footage of area cleaned. Give name of company, address, phone number and name of representative to contact:

Name of Company:	_____
Representative:	_____
Address	_____

Phone:	_____
Approx. Square Footage	_____

Name of Company:	_____
Representative:	_____
Address	_____

Phone:	_____
Approx. Square Footage	_____

Name of Company:	_____
Representative:	_____
Address	_____

Phone:	_____
Approx. Square Footage	_____

Name of Company:	_____
Representative:	_____
Address	_____

Phone:	_____
Approx. Square Footage	_____

Name of Company:	_____
Representative:	_____
Address	_____

Phone:	_____
Approx. Square Footage	_____

5. Number of personnel in your organization:

- a. Officers: _____
- b. Sales Personnel: _____
- c. Supervisory Personnel: _____
- d. Custodians: _____

This is to include only personnel from whom payroll FICA is deducted.

6. Specify number of employees and hours each employee will work per week at County facility to satisfactorily accomplish duties specified.

Number of Employees: _____

Number of Hours Each: _____

7. How long has firm been in business? _____

8. Does company have all necessary equipment to perform duties outlined in these bid specifications? Explain:

9. List major equipment owned by firm, including, but not limited to, vacuum cleaners, power pile-lifting machines, buffers, etc:

CONTRACTOR MUST SIGN AFFIDAVIT AS PART OF THIS BID

RETURN ENTIRE BID PACKAGE

**EL PASO COUNTY
JANITORIAL SERVICES
BID NO. 07-035**

Base \$ _____/month

Total Annual Cost \$ _____

Unit pricing:

Rate per square foot \$ _____

Rate per man hour for emergency services as required in paragraph 14 (starting at time Contractor begins work at site).

Cost per man hour: \$ _____

FIRM/CONTRACTOR: _____

BY: _____

TITLE: _____

ADDRESS: _____

PHONE: _____

FAX: _____

ACCEPTED THIS _____ DAY OF _____, 20____, BY
EL PASO COUNTY COMMISSIONERS COURT ORDER NO. _____.

EL PASO COUNTY, TEXAS

BY: _____
Purchasing Agent

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. He further certifies that Contractor agrees to furnish any and/or all items upon which prices are extended at the price offered, and upon the conditions contained in the specifications of the Request for Bid. The period of acceptance of this bid will be _____calendar days from the date of the bid opening. [Period of acceptance will be ninety (90) calendar days unless otherwise indicated by Contractor.]

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared

_____, who after being by me duly sworn, did depose and say:

"I, _____ am a duly authorized officer of/agent for

(Name of firm)

and have been duly authorized to execute the foregoing bid on behalf of the said

(Name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other Contractor or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Contractor is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of equipment, services or supplies bid on, or to influence any person or persons to bid or not to bid thereon.

Name and address of Contractor: _____

Telephone # _____

By: _____ Title: _____
(Print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-name _____

on this the _____ day of _____ 20_____.

Notary Public in and for
the State of Texas

RETURN ENTIRE BID PACKAGE

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

*All four (4) pages of this document must be included in all responses.

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, BID CLERK/BUYER

BIDDING 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 BID, 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 BID; THE WAIVER BY EL PASO COUNTY OF ANY REQUIREMENTS UNDER THE BID DOCUMENTS OR THE CONTRACT DOCUMENTS; THE ACCEPTANCE OR REJECTION OF ANY BIDS; AND THE AWARD OF THE CONTRACT.
2. Bids must be in the Purchasing Department BEFORE the hour and date specified. Faxed bids will not be accepted.
3. Late bids properly identified will be returned to bidder unopened. Late bids will not be considered under any circumstances.
4. All bids are for new equipment or merchandise unless otherwise specified.
5. Quotes F.O.B. destination. If otherwise, show exact cost to deliver.
6. Bid unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.
7. Bids must give full firm name and address of bidder. Failure to manually sign bid 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.
9. The County reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to the lowest responsible bidder. The County of El Paso reserves the right to award by item or by total bid. Prices should be itemized.
10. Bids \$100,000.00 and over, 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 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.
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 proposal 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:
 - a. A PERFORMANCE BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$100,000; AND
 - b. 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: Bid #07-035, (Re-bid) Janitorial Service at the Northeast Annex

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
Linda Gonzalez, Bid Clerk/Buyer
Manuel Lucero, Maintenance Supervisor

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

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.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

4

Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5

Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. 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 from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date