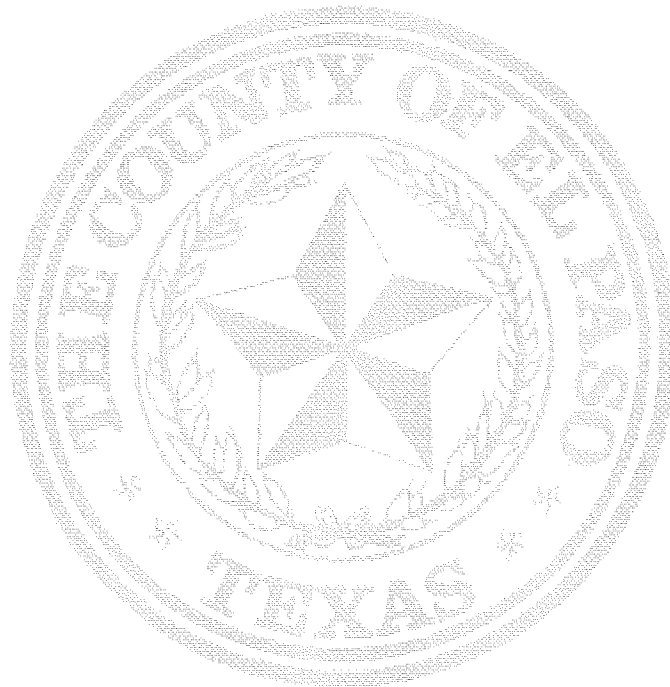


" Appendix A "

Terms + Conditions of Bid

**Pick-up/Delivery of Electoral  
Machines and Equipment for the  
County of El Paso Elections  
Department**

**Bid 21-020**



**Opening Date  
Thursday, April 29, 2021**

### **Introduction:**

The County of El Paso Elections Department is seeking services from a qualified contractor to picking-up and delivering electoral machines and equipment from the County Elections Warehouse located at located at 3850 Justice Ave., El Paso, TX 79938. The County has approximately 151 polling locations throughout the County.

The County is seeking to award a 3-year contract with the option to renew for 2 additional years upon mutual consent of both parties.

### **Scope of Services:**

Pick-up/delivery of voting machines:

- Delivery of approximately 200 DS200 machines, 185 Expressstouch machines, 1,135 Expressvote machines and other equipment including but ***not limited to***: tables, chairs, whiteboards, signage, parking signs and cones from the Elections Warehouse located at 3850 Justice Ave., El Paso, TX 79938 to approximately 151 polling locations and return of all such voting machines and equipment after the election from various polling locations throughout El Paso County to the Elections Warehouse at 3850 Justice Ave., El Paso, TX 79938.
- The Contractor will be required to contact the polling place before delivery or the day of delivery to avoid unnecessary conflicts and delays. Contractor will be required to follow the same procedure when the machines and equipment are picked up for return.
- The Contractor will be responsible for any damage to the machines/equipment provided by the County, that may be caused by or arise from the Contractor's actions.
- Delivery schedule will normally begin three to four (3-4) days prior to the election and must be completed the day before the election with no exception. There is a possibility that certain polling places do not allow delivery of voting machines or equipment until the day before the election. The Contractor must supply a delivery schedule to the Elections Department. Due to the delivery restrictions the County has no objection to the Contractor arranging its own schedule of deliveries. Arrangements to ensure that authorized persons will be present at the various polling places to unlock doors, instruct the contractor where to set up voting equipment, etc. are strictly the responsibility of the Contractor, and the Contractor will ***not*** be reimbursed by the County for delays in scheduled delivery or return of voting and other equipment.
- In the event of delays in programming ballot data into the voting systems because of legal proceedings to determine whether or not candidates' names are to be placed on the ballot, or for any other reason beyond the control of the County, the Contractor may not have one (1) full week to deliver the voting equipment. No

additional compensation will be paid over the amount of the Contractor's Lump Sum Bid Price submitted herein.

- The Elections Department reserves the right to make changes in the delivery schedule that it deems necessary and is in the best interest of the County, either by advancing or deferring any delivery or deliveries.
- All voting machines and other equipment scheduled for return transportation must be returned by the Contractor to the Elections Warehouse no later than one (1) week after the election. Certain polling places require removal of voting and equipment the day after the election, and other require removal two (2) or three (3) days after the election. The Contractor will be required to comply with such removal deadlines. The Contractor must be responsible for making arrangements with each polling place for timely removal of the voting and other equipment.
- Contractor must provide excellent customer service and have strong verbal communication skills. Contractor must always conduct themselves in a professional and courteous manner towards County staff and at all polling locations.
- Each piece of voting equipment will be marked with the name, address, location, and region where the machine will be delivered to and placed in the designated room of the specified election and to no other location.
- The Election Department will provide the Contractor with a list of the polling locations to which the voting and other equipment will be delivered. All equipment must be delivered at the same time as the voting machines.
- The Contractor must maintain communications with the Elections Warehouse point of contact or other designated representative of the County, so that instructions and directions may be given to the Contractor when needed. Loading and unloading of voting machines and equipment at the Elections Warehouse must be between the hours of 7am to 4pm (hours may vary depending on election).
- The Contractor must supply all labor necessary to load and unload the voting machines and equipment, and all apparatus and facilities required therefore, including padding for safeguarding the voting equipment with straps, for securing the voting equipment so it does not move within the truck.
- It is the responsibility of the Contractor to become familiar with the equipment and the polling places to ensure the best delivery method.
- The Contractor must use properly equipped moving vans or other suitable vehicles for performing the work under this contract. Such equipment and vehicles to be subject to the approval of the Elections Department. Vehicles and equipment must be suitable for securing and hauling electronic equipment. Report vehicle defects, accidents, traffic violations, or damage before and after route.

- The Contractor must have skilled drivers with excellent driving record. Drivers must be Driver's License Class 'C' or Commercial Driver's License.
- The Contractor must follow Dress Code: Company polo shirt, jeans or cargo pants and appropriate work shoes.
- The Contractor must always follow CDC guidelines.
- The Contractor must be responsible for all injuries to persons and/or damages to property (including but not limited to damage to the County's voting machines and equipment and to real and personal property at the various polling locations) that may be caused by or arise from the Contractor's actions or inaction in performing its responsibilities under this Contract.
- The awarded Contractor must provide an annual Background Checks and Drug screenings on all its employees under this Contract (to include past employment and criminal history). Employees must have clearance to deliver to various establishments such as: nursing homes, schools and recreation centers.
- Contractors' employees' must be able to lift/move between 70-100 lbs.
- All bids must give the Lump Sum Price for which the bidder proposes to perform the contract work.
- Contractor must provide cargo coverage of \$1,000,000.00 per truck load of cargo being transported.

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

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

### **1. BID/PROPOSAL PACKAGE**

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

### **2. COMPETITIVENESS AND INTEGRITY**

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

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

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

### **3. BIDDERS'S/PROPOSER'S RESPONSIBILITY**

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

- Have been in business of providing services for a minimum of one (1) years;
- Have adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Bid/Proposal;
- Have satisfactory record of performance;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.

### **4. REJECTION OF BIDS/PROPOSALS**

The County, acting through its Commissioners' Court reserves the right to: (1) reject any and all bids/proposals and waive any informality in the bids/proposals received; (2) disregard the bid/proposal of any proposer determined to be not responsible. The County further reserves the right to reject any bid/proposal due to failure of performance on deliveries as determined in writing by the County Purchasing Agent.

### **5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**

It is the responsibility of the prospective proposer to review the entire invitation to bid/proposal packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or bid/proposal procedures must be received in the Purchasing Department no less than seventy-two hours prior to the time set for bid/proposal opening. Vendors are to propose as specified herein or propose an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that the County of El Paso is seeking.

Under Local Gov't Code Section 262.005 and Health & Safety Code Section 361.426, the County is required to give preference to products made of recycled materials if they meet specs. The County is also required to encourage the use of recycled products in developing new procedures and specs. They are also required to eliminate procedures and specifications that explicitly discriminate against products made of recycled materials.

### **6. SUBSTITUTES**

It is not the County's intent to discriminate against any material of equal merit to those specified however, should the proposer desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued.

### **7. EXCEPTIONS TO BID/PROPOSAL**

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

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

The Bidder/Proposer must specify in its bid/proposal any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the bid/proposal and should indicate its possible or actual advantage to the program being offered.

The County reserved the right to offer these alternatives to other proposers.

## **8. PRICING**

Bid/Proposals for equipment shall offer new (unused) equipment or merchandise unless otherwise specified. Quotes F.O.B. destination. If otherwise, show exact cost to deliver (merchandise only). Bid/Proposal will be either lump sum or unit prices as shown on the bid/proposal sheet. The net price will be delivered to the El Paso County, including all freight or shipping charges. In case of error in extension, unit prices shall govern. BID/RFP subject to unlimited price increases will not be accepted. The County is tax exempt and no taxes should be included in your bid/proposal.

Unless prices and all information requested are complete, bid/proposal may be disregarded and given no consideration.

In case of default by the contractor, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

## **9. NON-APPROPRIATIONS**

Vendor acknowledges that funding to pay for support and services referenced herein is subject to annual appropriations by Customer's governing body, and any termination, liability, indemnity, other provision in the Terms to the contrary does not apply to Customer. In the event such funds are not appropriated in any fiscal year for support and services, Customer may terminate the agreement between the parties upon no less than 30 days prior written notice without incurring any termination liability or penalty. Such termination will not affect Customer's obligation with respect to payment for satisfactory service or support received through the termination date.

## **10. 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.

## 11. MODIFICATION OF BIDS/PROPOSALS

A bidder/proposer may modify a bid/proposal by letter at any time prior to the submission deadline for receipt of bids/proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by bidder/proposer guaranteeing authenticity. Bids/Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same. No substitutions or cancellations for merchandise will be permitted without written approval of the County Purchasing Agent.

## 12. SIGNATURE OF BIDS/PROPOSALS

Each bid/proposal shall give the complete mailing address of the Bidder/Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each bid/proposal shall include the Bidder's/Proposer's Federal Employer Identification Number (FEIN), failure to sign the Contract page(s) and bid/proposal response sheet will disqualify the bid/proposal from being considered by the County. The person signing on behalf of the Bidder/Proposer expressly affirms that the person is duly authorized to render the bid/proposal and to sign the bid/proposal sheets and contract under the terms and conditions of this BID/RFP and to bind the Bidder/Proposer thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioner's Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

## 13. AWARD OF BID/PROPOSALS-EVALUTATION CRITERIA AND FACTORS

### **Pursuant to the Texas Local Government Code**

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

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

The County reserves the right to reject any or all bids/proposals in whole or in part received by reason of this BID/RFP and may discontinue its efforts under this BID/RFP for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County. County reserves the right to accept or reject all or any part of the bid/proposal, waive minor technicalities, or to award by item or by total bid/proposal. Price should be itemized.

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

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



Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the schedule of the Requests for Bids/Proposals.

**14. PUBLIC INFORMATION ACT**

The parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. Bidder/Proposer agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its bid/proposal. County agrees to provide notice to Bidder/Proposer in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret.

**15. RESULTANT CONTRACT**

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

The criteria utilized for determining responsibility of bidder/proposer(s) includes, but is not limited to, the proposer's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County to determine whether a bidder/proposer is responsible. The term of the resultant contract will begin as stated in the contract executed by the Commissioners' Court and will terminate on the date specified in the contract unless terminated earlier as herein set forth.

**16. ESTIMATED QUANTITIES**

Any reference to quantities shown in the Request for Bids/Proposals are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

**17. CONTRACTOR INVESTIGATION**

Before submitting a bid/proposal, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its bid/proposal submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

**18. NO COMMITMENT BY COUNTY**

This Request for Bid/Proposal does not commit the County to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a bid/proposal to this request, or to procure or contract for services or supplies.

**19. BEST AND FINAL OFFERS**

In acceptance proposals, the County reserves the right to negotiate further with one or more of the contractors as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County. This includes solicitations of a Best and Final Offer from one or more of the proposers. If invoked, it allows acceptable proposers the opportunity to amend, change or supplement their original proposal. Proposers may be contacted in writing requesting that they submit their best and final offer. Any such best and final offer must include discussed and negotiated changes.

**20. SINGLE BID/PROPOSAL RESPONSE**

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

**21. REJECTION/DISQUALIFICATION OF BIDS/PROPOSALS**

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

- A. Failure to use the bid/proposal form(s) furnished by the County, if applicable.
- B. Lack of signature by an authorized representative that can legally bind the company on the bid/proposal form.
- C. Failure to properly complete the bid/proposal.
- D. Bids/proposals that do not meet the mandatory requirements.
- E. Evidence of collusion among bidders/proposers.

**22. CHANGES IN SPECIFICATIONS**

If it becomes necessary to revise any part of this bid/proposal, a written notice of such revision will be posted on the County Purchasing website. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is posted on the County Purchasing website. It shall be Bidder's/Proposer's responsibility to check the website prior to the bid/proposal opening date to verify whether any addendums have been posted.

**23. BID/PROPOSAL IDEAS AND CONCEPTS**

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

**24. BID/PROPOSAL DISCLOSURES**

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

The Proposal for Services: Only the names of those who submitted proposals will be made public information until an award is made by Commissioners' Court and contract executed by the parties. No price, staffing or other proposal information will be released. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a proposal was received. Violations of this provision may result in the rejection of a proposal.

**25. WITHDRAWAL OF BID/PROPOSAL**

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

**26. 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.

## **27. 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.

The County reserves the right to review the insurance requirements during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the contractor.

**28. BOYCOTT OF ISRAEL**

In accordance with Chapter 2270 of the Texas Government Code, a company, other than a sole proprietorship, with ten or more full time employees is required to certify in writing that it does not boycott Israel and will not boycott Israel during the term of the contract, if the contract has a value of \$100,000 or more.

**29. MANDATORY DISCLOSURES:**

Texas law requires the following disclosures by vendors:

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

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

also be obtained by visiting the Purchasing Department website at:  
<http://epcounty.com/purchasing/bids/default.htm>

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

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

Compliance with this new requirement requires logging into the Texas Ethics Commission website, at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) Several instructional videos are available there.

**30. NON-COLLUSION AFFIDAVIT**

The contractor declares, by signing and submitting a bid/proposal, that the bid/proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid/proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid/proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid/proposal, or that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid/proposal price of the contractor or any other bidder/proposer, or to fix any overhead, profit or cost element of the bid/proposal price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid/proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her bid/proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid/proposal depository, or to any member or agent thereof to effectuate a collusive or sham bid/proposal.

Non negotiations, decisions, or cautions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Request for Bid/Proposal.

No officer or employee of the County, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking, shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County contracts for this service.

**31. 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.

**32. MERGERS, ACQUISITIONS**

The Bidder/Proposer shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a bid/proposal is submitted.

If subsequent to the award of any contract resulting from this BID/RFP the Bidder/Proposer shall merge or be acquired by another firm, the following documents must be submitted to the County.

1. Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
2. New Bidder's/Proposer's Federal Identification Number (FEIN); and
3. New Bidder's/Proposer's proposed operating plans.

Moreover, Bidder/Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Bidder/Proposer has actual knowledge of the anticipated merger or acquisition. The new Bidder's/Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval.

**33. DELAYS**

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Bidder/Proposer agrees it will make no claim for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Bidder/Proposer attributed to these delays, should any occur. In addition, Bidder/Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

**34. ACCURACY OF DATA**

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

**35. SUBCONTRACTING/ASSIGNMENT**

Bidder/Proposer shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of Commissioners' Court. Such consent, if granted, shall not relieve the Bidder/Proposer of any of its responsibilities under this contract.

**36. INDEPENDENT CONTRACTOR**

Bidder/Proposer expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Bidder/Proposer or its subcontractors perform in providing the requirements stated in the Request for Bid/Proposal.

**37. MONITORING PERFORMANCE**

The County shall have the unfettered right to monitor and audit the Vendor's work in every respect. In this regard, the Vendor shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Vendor shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Bidder's/Proposer's work and performance under this contract. In the event any such material is not held by the vendor in its original form, a true copy shall be provided.

**The County of El Paso is an equal opportunity employer.**

**38. PROCUREMENT ETHICS**

**CODE OF ETHICS TRAINING AFFIDAVIT FORM**

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

Any vendor involved in a single procurement exceeding \$50,000 must read and sign the El Paso County Code of Ethics Training Affidavit that is included in each bid/proposal packet. By reading and signing the Affidavit form, the bidder has confirmed that they have been trained in the El Paso County Code of Ethics. The training must be completed by an officer, principal, or other person with the authority to bind the company.

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

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

**<http://www.epcounty.com/ethicscom/training.htm>**

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



## EL PASO COUNTY PURCHASING REVIEW FORM

Procurement Item								
Agenda Date: 05/14/2021	Department: Elections Department							
<b>Item Description:</b> <i>Approve award recommendation for Bid 21-020 Pick-up/Delivery of Electoral Machines and Equipment for the County of El Paso Elections Department to Central Transportation Systems Inc. of El Paso, Texas as indicated in tabulation.</i>								
<p style="text-align: center;"><u>Item Information</u></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">                 Specs                  ✓ Bid Award                  Contract                  Contract Amendment                  Other                  RFP      RFI      RFQ             </div> <div style="width: 35%; text-align: center;">                 ✓ Price Bid      Construction             </div> </div>	<p style="text-align: center;"><u>Previous PRP Action</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 33%; text-align: center;"><u>Date</u></th> <th style="width: 33%; text-align: center;"><u>Approved for CC</u></th> <th style="width: 33%; text-align: center;"><u>Returned To Dept.</u></th> </tr> <tr style="height: 150px;"> <td></td> <td></td> <td></td> </tr> </table>		<u>Date</u>	<u>Approved for CC</u>	<u>Returned To Dept.</u>			
<u>Date</u>	<u>Approved for CC</u>	<u>Returned To Dept.</u>						

### ACTION TAKEN BY PROCUREMENT REVIEW PANEL

Reviewed and Accepted (as is) for Commissioners Court Action  
 Recommend Award to Vendor and accept for Commissioners Court Action  
 Return to Department for further action/information/documentation (\*reason specified below)  
 Not Accepted/Other (\*reason specified below)

**Item requires contract/contract review. Dept. needs to contact County Attorney's Office for more information.**

**Placement on Commissioners Court Agenda By:**

☐ Department      ☐ Purchasing Department

**Auditor's Verification of Funds:**

☐ Funds Verified      ☐ No Funds

*This procurement item has been reviewed by the Procurement Review Panel. Said review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.*

### Panel Members

**County Contract Administrator/Designee:** Accept | Not Accept: \_\_\_\_\_

**County Auditor/Designee**      Accept | Not Accept: Barbara Franco 5/18/21 subject to budget appropriations

**County Purchasing Agent/Designee**      Accept | Not Accept: Accept. Jose Lopez, Jr. 5/12/2021

**County Department Head**      Accept | Not Accept: \_\_\_\_\_

**County Attorney Reviewer:** Approved for further action: Y / N: Kevin McCary 5/20/21

**Subject Matter Expert (as needed)**      Accept | Not Accept: \_\_\_\_\_

### Other Meeting Attendees (PLEASE PRINT NAME):

1.) \_\_\_\_\_ 2.) \_\_\_\_\_ 3.) \_\_\_\_\_

4.) \_\_\_\_\_ 5.) \_\_\_\_\_ 6.) \_\_\_\_\_

## BID SUMMARY

BID TITLE      Pick-up/Delivery of Electoral Machines and Equipment for the County of El Paso  
Elections Department

BID NUMBER      21-020

DEPARTMENT      County Elections      CONTACT      Melissa Soto

<u>DESCRIPTION</u>	<u>DATE</u>
APPROVAL BY COMMISSIONER'S COURT	
PR APPROVED SPECIFICATIONS	03/22/2021
RECEIVED SPECIFICATIONS FROM DEPARTMENT	03/05/2021
BID PACKAGES MAILED	03/29/2021
BID ADVERTISED	03/28/2021 & 04/04/2021
PRE-BID CONFERENCE	
DEADLINE TO QUESTIONS	04/15/2021
OPENING DATE	04/29/2021
SPREADSHEET SENT TO DEPARTMENT	05/04/2021
SPREADSHEET RECEIVED FROM DEPARTMENT	05/05/2021
PR APPROVED AWARD RECOMMENDATION	05/20/2021
PLACED ON COMMISSIONER'S COURT AGENDA	06/07/2021

### ADDENDUMS

DATE

REASON

COMMENTS:

**Department is requesting award to: Central Transportation Systems Inc.**  
**El Paso, TX**



**Bid 21-020**  
**Pick-up/Delivery of Electoral Machines and Equipment**  
**for the County of El Paso Elections Department**  
**Opening Date: April 29, 2021**

Central Transportation Systems Inc. El Paso, TX	
Description	Lump Sum Fee (per election)
Pick-up/Delivery of Voting Machines (other equipment as specified)	\$66,880.00

  
Approved By (Signature)

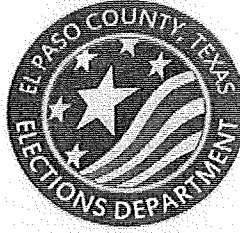
Central  
Recommendation

  
Approved By (Print)

5/5/21  
Date

## El Paso County Elections Department

Elections Department  
500 E. San Antonio Ave., Suite 314  
El Paso, TX 79901



Phone: 915 546-2154  
Fax: 915 546-2220  
[www.epcountyvotes.com](http://www.epcountyvotes.com)

LISA WISE  
ELECTIONS ADMINISTRATOR

### VERIFICATION OF REASONABLE AND ACCEPTABLE PRICE

#### 4. DEPARTMENT NOTES:

The Election Department finds the single bid acceptable both in price and provision of adequate insurance and bonding capacity of this vendor and comparison to prior cooperative pricing.

The original cooperative price to move 1,088 machines in November of 2020 was \$59,197.86. The bid they submitted in the amount of \$66,880.00 was to move 1,520 machines (which is the total amount of machines we currently have at our warehouse). The new bid amount is about a 13% increase from that of November 2020.

The prior-use cooperative was aged and expired after our order/PO was completed. No other cooperative was in place so the county chose to perform sealed bid.