



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

---

### **Notice to Interested Parties**

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 500 E. San Antonio, Suite 500, El Paso, Texas 79901 before 2:00 p.m., **Tuesday, October 3, 2006** to be opened at the County Purchasing Office the same date for **Indigent Guardianship Program for the County of El Paso**.

**Proposals must be in a sealed envelope and marked:**  
**"Proposals to be opened October 3, 2006**  
**Indigent Guardianship Program for the County of El Paso**  
**RFP Number 06-072"**

**Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Thursday, September 21, 2006, at 12:00 p.m. Questions can be faxed to (915)-546-8180.**

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

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

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

**PITI VASQUEZ**  
County Purchasing Agent

## PROPOSAL SCHEDULE

To: El Paso County, Texas

I or we agree to furnish the following described equipment, supplies, or services for the prices shown in accordance with specifications listed below or attached. By execution of this proposal, I hereby represent and warrant to El Paso County that I have read and understood the Proposal Documents and the Contract Documents and this proposal is made in accordance with the Proposal Documents.

Please quote prices and discounts on the following items:

<b>Description – RFP #06-072</b> <b>Indigent Guardianship Program for the County of El Paso</b>
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. <b>Please submit one (1) original and three (3) duplicates of your proposal.</b>

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
CIQ Document Number

\_\_\_\_\_  
CIQ Sent Date

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

\_\_\_\_\_  
Telephone & Fax Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**COUNTY OF EL PASO, TEXAS**

**Check List**

**Indigent Guardianship Program for the County of El Paso  
RFP #06-072**

---

**THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE**

\_\_\_\_\_ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Tuesday, October 3, 2006. Did you visit our website ([www.epcounty.com](http://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 three (3) copies of your response?

# **REQUIREMENTS for the INDIGENT GUARDIANSHIP CONTRACT**

## **I. General Information**

The County of El Paso (COEP), at its discretion, makes available guardianship services for individuals living in the County that its Probate Court has probable cause to believe are incapacitated and do not have a guardian.

COEP is conducting a Request for Proposal (RFP) for guardianship services in order to ensure the efficient delivery of cost effective services. This RFP solicits proposals for guardianship services necessary for the representation of a ward during a guardianship period. COEP welcomes proposals that provide the best value for these services.

Proposer will serve as guardian of the person and/or estate. The guardian will provide services from the first allegation of incapacity through the termination of the guardianship for indigent wards. This contract will include all current wards plus additional wards, not to exceed two hundred (200) wards as identified by the Probate Court during the term of this agreement. At present approximately 150 individuals qualify for COEP indigent guardianship services. Services to these wards are included in this request for proposal.

Guardianship services include personal and professional services that satisfy the requirements of the Texas Probate Code and common law relating to guardian and ward relations, including concerns of health, education, welfare and fiduciary responsibility. Any legal services required to function as a guardian are the responsibility of the Proposer and should be considered in submitting a proposal.

A guardian of the person is under a statutory duty to care, control and protect a ward and provide the ward with clothing, food, medical care and shelter. Shelter can be in a ward's home, a nursing home, a relative's home, foster or boarding home, hospital or other medical facility. A guardian of the person is required to file an annual report on the condition and well being of a ward with the Probate Court.

A guardian of the estate serves as a fiduciary and is under a duty to take care of and manage the ward's estate as a prudent person would manage his/her own property. A guardian of the estate must file an annual account with the Probate Court. The report lists all claims presented and the action taken on the claims; a description of all property not previously listed as the ward's property; a description of any changes in property; a complete accounting of all receipts and disbursements of the estate and detailed information concerning all cash being administered by the guardian.

## . Timetable for Proposals

<b>Activity</b>	<b>Target Date</b>
Deadline for questions	Thursday, September 21, 2006 Noon
Submission of Proposals	Tuesday, October 3, 2006 2:00 PM (MST)
Vendor Presentation	Scheduled if necessary
Beginning of service	November 1, 2006

Proposals are due no later than Tuesday, October 3, 2006 at 2:00 PM (MST). Proposals received after 2:00 PM will not be accepted.

One original and three (3) copies and one copy in an electronic format (disk or CD ROM Word format) of the proposal should be delivered to:

**The El Paso County Purchasing Department  
500 E. San Antonio, Suite 500  
El Paso, Texas 79902**

## II. Additional Information

Anti-Lobbying Provision-During the period between the RFP release date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of El Paso County Commissioners Court or their employees or staff of the Probate Court except in the course of COEP sponsored inquiries, briefings, interviews or presentations. All communications from proposers must be made through the Purchasing Department. Only the Purchasing Department may initiate briefings, interviews or presentations.

This provision is not meant to preclude proposers from discussing other matters with Commissioners Court, their staff or the Probate Court staff. This policy is intended to create a level playing field for all potential proposers, assure that contract discussion and decisions are made in public and protect the integrity of the RFP process. Violation of this proposal will result in rejection of the proposer's proposal.

Disclosure of Business Relationships-All proposers must disclose any business relationship that they may have with any member of the El Paso County Commissioner Court or any County employee. This includes any litigation pending by or against any member of the Commissioners Court either individually or in their official capacity.

Additional Instructions and Procedures-Proposals should respond clearly and concisely to all of the specifications contained in this RFP. All exhibits should be complete as requested and returned as part of your proposal.

Proposals should expressly state that the offer (including all rate and fee quotations submitted in response to this RFP, as well as the scope and character of the services described in the proposal) will remain in effect until at least December 19, 2004 and may be accepted by COEP at any time on or before such date.

Award will be made based on a review of qualifications, capacity to deliver services, scope of services and cost. The specifications listed below will be considered by COEP in evaluating qualifications, scope of services and price.

### **III. Proposal Specifications**

Vendors are encouraged to present proposals that are based on the unique capabilities and resources of their organization. These proposals should provide/respond to the following:

1. Proposer will provide a brief history of its organization, management structure, mission and an overview of current services.
2. Proposer will describe its plan to serve as guardian of the person and/or estate of CEOP indigent wards and provide guardianship services from the first allegation of incapacity through the termination of the guardianship.
3. Proposer will describe how it will transition current COEP wards to proposer's supervision if applicable.
4. Proposer will describe any personal and/or professional service subcontracts it has or anticipates for the care of indigents and other qualified recipients.
5. Proposer will demonstrate some evidence of its ability to employ or contract with at least one licensed advanced clinical practitioner, MSW-ACP, to oversee services.
6. Proposer will provide a copy of written policies and procedures relevant to its performance under this agreement as part of this proposal to include its policies regarding criminal background checks on all of its employees prior to employment and random drug screenings on employees who come into contact with COEP wards and their property.
7. Proposer will describe or present a sample of documentation it will provide the County Auditor and the El Paso County Probate Court that recaps specific

services rendered on a monthly basis along with an expense report detailing all indigent expenditures for guardianship cases being maintained by the Proposer under the County contract as well as any resources available to support these services from non-County funds.

8. Proposer will indicate how it will segregate and account for County funds separate from other agency funds in either a separate numbered bank account or in a general operating account, either of which must be supported with the maintenance of a separate accounting fund or a general fund with a separate chart of accounts that reflects revenues and expenditures for the monies received under the contract.
9. Proposer will specify how it will classify or prorate its indirect costs to any other cost centers including a guardianship cost center.
10. Proposer will provide the COEP with verification of its Internal Revenue Service taxpayer identification number and certification that is in compliance with applicable Internal Revenue Code, rules and regulations along with a proof of good standing with the Texas Comptroller of Public Accounts as an exhibit to this proposal.
11. Proposer will provide a unit cost to serve 150 existing wards and up to an additional 50 wards. A unit is one face-to-face contact with a ward. Proposers must be prepared to render a minimum of one (1) unit per month.
12. Proposer must be willing to bill Medicaid for guardianship services for Medicaid Qualified individuals residing in a DHS nursing home.

## **V. Additional Requirements**

Proposer must be prepared meet the following additional requirements.

1. Proposer must obtain a surety bond in the amount of \$250,000 and provide annual verification to the Probate Court from the bond provider that the bond premium is up-to-date.
2. COEP will use the National Guardianship Association's Standards of Practice and Model Code of Ethics for Guardians as its guide in ensuring appropriate guardianship services and the ethical standards expected of any guardian serving under this agreement.
3. Proposer will not be reimbursed for guardianship services provided to wards under separate contracts the Proposer has with organizations such as Adult

Protective Services (APS), City of El Paso through Community Development Block Grant (CDBG funds), Texas Department of Aging and Disability Services or the El Paso Community Mental Health and Mental Retardation Center. Such services must be reimbursed under those contracts.

4. Proposer agrees to meet all guidelines and requirements of the Texas Probate Code and common law relating to guardian and ward relations.
5. Proposer will provide all services and activities performed under the terms of the contract in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the Provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] ("ADA").
6. Proposer will not discriminate against any employee, applicant for employment, or eligible client based on race, religion, color, sex, national origin, age or handicapped condition.
7. Proposer must adhere to generally accepted accounting principles. An annual audit of accounts and procedures will be performed and a copy filed with the Auditor's Office within 90 days of the close of the fiscal year.
8. Proposer will assume all of the rights, obligations and liabilities applicable to an independent contractor.
9. Proposer will refund to the County any money which has been paid to the Proposer by the County, which County determines has resulted in overpayment to Proposer, or which County determines, as a result of periodic program evaluations or financial audits, has not been spent by the Proposer strictly in accordance with the terms of the contract. The Proposer shall make such refund to the County within 30 days after the County requests the refund.
10. Proposer will provide the County with a copy of applicable corporate Internal Revenue Service filings each year within 30 days of filing of said form. If Proposer files an extension request, the Proposer shall provide the County with a copy of that application for extension of time to file within 30 days of filing said form(s), and a copy of any final document(s).



## **GUARDIANSHIP SERVICES AGREEMENT (“AGREEMENT”)**

This Agreement dated \_\_\_\_\_, 200\_, is between El Paso County, Texas (“County”) and \_\_\_\_\_ (“Contractor”). This Agreement shall commence on the effective date and shall expire on September 30, 20\_\_ with the option to renew for a one-year term for \_\_\_\_ respective years.

### **SECTION I.**

#### **Description of Services**

Contractor will serve as guardian of the person and/or estate for cases assigned and/or referred to Contractor by the El Paso County Probate Court (“Probate Court”) from:

a) assignment; b) first allegation of incapacity for indigent wards of the County; or c) the beginning of indigence in pre-existing wards of the County, up through termination the guardianship or this Agreement, whichever occurs first. These “Guardianship Services” include personal and professional services, and shall satisfy the requirements of the Texas Probate Code (“Code”) and common law relating to guardian and ward relations, including concerns of health, education and welfare. Contractor will have bilingual capacity on staff and/or contract as may be necessary in a guardianship.

All of Contractor’s employees that will have direct contact with or control over wards or their property shall be subject to a criminal background check before employment, and shall be randomly drug-tested at Contractor’s expense at least annually. Results indicating use of drugs other than those under a legitimate prescription shall be immediately forwarded to the Probate Court. In addition to Code-required reports and proceedings, Contractor will provide to the County Commissioners Court, Auditor and Probate Court a monthly and end-of-the-term report of all indigent guardianship cases being maintained by Contractor under this Agreement, as well as any other guardianships Contractor is maintaining for other governmental or nonprofit agencies, to verify no duplicate payment for services.

Contractor shall employ or contract with a certified public accountant that will conduct an annual audit of accounts and procedures and ensure that generally accepted accounting procedures were used to account for Wards’ monies and other property. Contractor shall also employ or contract with at least one M.S.W. – A.C.P. licensed by the State of Texas to work on these cases.

### **SECTION II.**

#### **Compensation**

Compensation to Contractor shall be paid monthly in accordance with Exhibit A of this Agreement. Compensation shall be paid within 30 days of receipt of an invoice and monthly expenditure report. Before any compensation is paid, Contractor shall provide the County with a completed IRS Form W-9, and verification of entity good standing.

### **SECTION III.**

#### **Policies, Restrictions Relating to “Other Agency” Wards and Funds**

Contractor shall provide the Probate Court a copy of its written internal policies and procedures relevant to the performance of this Agreement. Contractor will not be reimbursed for Guardianship Services referred to the County from other governmental or nonprofit agencies that are under a separate contract with Contractor, such as Adult Protective Services, Department of Aging and Disability Services, City of El Paso Community Development Block Grant Program or El Paso Community Mental Health and Mental Retardation Center.

Contractor shall deposit and maintain all monies received under this Agreement either in a separate numbered bank account or in a general operating account, either of which shall be supported with the maintenance of a separate accounting fund or a general fund with a specific chart of accounts that reflect revenues and expenditures of the monies under this Agreement. Contractor will refund to the County within thirty days after delivery of notice any monies which have been paid to the Contractor by the County which resulted in overpayment or which the County determines, as a result of any periodic program evaluation or financial audit, have not been spent by Contractor in accordance with this Agreement.

**SECTION IV.**  
**Release and Hold Harmless**

Services to be performed under this Agreement will be performed entirely at Contractor's risk. Contractor waives any and all claims, demands and causes of action, which it may have against the County for injury or property damage arising out of or relating to this Agreement. The County, its agents, officers and employees shall incur no liability under or in relation to this Agreement, or the breach thereof, whether based upon contract, strict liability, tort, negligence, or other legal theory for any indirect, incidental, consequential or special damages of any nature whatsoever. Contractor also agrees to defend and hold the County harmless for any and all liability, damage, loss, cost, fines, penalties and expenses, including attorney's fees, arising out of or related to this Agreement, except to the extent any such liability, damage, loss, cost, fines, penalties or expense is caused by the County's sole negligence.

**SECTION V.**  
**Contractual Relationship**

Contractor is an independent Contractor. Contractor's sole compensation for services is under Section II. Contractor shall during the term of this Agreement obtain and maintain a surety bond in the amount of \$250,000. Contractor shall provide the County at least 30-days notice before any cancellation or lapse in the bond. Contractor is responsible for maintaining any and all disability, life, health, accident, or other non-mandatory insurance as Contractor may elect to provide. Contractor is responsible for all required taxes, tax forms and tax-reporting incident to this Agreement.

**SECTION VI.**  
**Competency and Compliance with Law**

Contractor warrants that it is fully qualified, experienced and able to perform this Agreement within and for the stated compensation. Contractor shall provide the Probate Court and the Auditor's Office with a copy of its annual independent audit. Where applicable,

Contractor shall provide the County with a copy of its IRS Form 990 for the last year, along with any filing extensions and amendments to such Form 990. Contractor shall comply with all federal, state and local laws, rules and regulations that are now or may in the future become applicable to the performance of the Agreement.

Notwithstanding the requirement for an annual financial audit, the County reserves the right to conduct audits of financial and program performance rendered under this Contract. Contractor agrees to permit the County or its authorized representative to audit Contractor's records and to cooperate with the County in obtaining any documents, materials or information necessary to facilitate such audit.

## **SECTION VII. Termination**

The County may enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the County's best interest in the event of breach or default. Either party shall be entitled to terminate services hereunder upon thirty- (30) days written notice to the other party. The obligations and limitations of Contractor hereunder shall survive termination for any reason whatsoever. County shall compensate Contractor for services rendered in terminating Guardianship Services to the extent Contractor is not already compensated for such actions.

## **SECTION VIII. Miscellaneous Provisions**

- A) This Agreement shall be binding on the parties hereto, and their respective successors, heirs, and assigns. Contractor shall not sell, assign, transfer or convey any contract resulting from the Contract, in whole or in part, without the prior written consent of the County.
- B) This Agreement contains the entire agreement of the parties relating to the subject matter hereof. All modifications and amendments to this Agreement must be in writing and executed by authorized representatives of each party. No oral statement of any person shall modify or otherwise change this Agreement. Headings and titles contained in this Agreement are for convenience only and shall not be considered in interpreting the text of this Agreement.
- C) Contractor shall provide all services and activities performed under the terms of this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933]. Contractor shall not discriminate against any employee, applicant for employment, or eligible client based on race, religion, color, sex, national origin, age or handicapped condition.
- D) Contractor represents that to the best of its knowledge it has no conflict of interest with the County or any person potentially affected by the Guardianship Services.

- E) This agreement shall be construed and enforced in accordance with the law of the State of Texas, and the parties hereto agree that the sole and exclusive jurisdiction for any dispute arising out of or in any manner connected with the Agreement shall be determined by the courts of appropriate jurisdiction sitting in El Paso County, Texas.
- F) In the event any provisions hereof are found to be invalid or unenforceable under applicable laws, such provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remainder of such provision or this Agreement, which shall be construed as if such provision or offending part thereof had never been contained herein.
- G) Any material that is to be considered as confidential in nature by the Contractor must be clearly marked as such by the Contractor and will be treated as confidential by the County of El Paso Texas to the extent allowed in the Public Information Act.
- H) Contractor will not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of El Paso County, Texas, or any person affected by the results of the Guardianship Services.
- I) Payment under this Agreement may be reduced if Contractor breaches this Agreement.
- J) Contractor acknowledges that the County is a political subdivision of the State of Texas, and as such adopts its budget according to the laws of this State for a period of one year beginning on October 1<sup>st</sup> and terminating on September 30<sup>th</sup> of each year. In the event that the County does not intend to include sufficient funds in its next annual budget, in any fiscal year during the term of this Agreement or its extension, for the payment of its 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 30<sup>th</sup> of the then current fiscal year.
- K) This Agreement is not binding on the County unless and until the funds to be paid by the County under this Agreement are included in and available for expenditure from the annual operating budget of the County. The El Paso County Auditor pursuant to Texas Local Government Code Section 111.093© shall certify to this fact.
- L) Notices to be delivered under this Agreement shall be delivered as follows:

COUNTY:  
 To: El Paso County Judge  
 500 E. San Antonio, Room 301  
 El Paso, Texas 79901

CONTRACTOR:  
 To: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

COPY TO:  
 El Paso County Probate Judge  
 500 E. San Antonio, Room 1201A  
 El Paso, Texas 79901

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

Attest:

The County of El Paso, Texas

\_\_\_\_\_  
Waldo Alarcon  
County Clerk

\_\_\_\_\_  
Dolores Briones  
County Judge

Contractor:

\_\_\_\_\_

By:  
Title:

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
Counsel/Representative  
Contractor

AUDITOR'S CERTIFICATION:

The funds to be paid by the County under this Agreement are included in and available for expenditure from the annual operating budget of the County.

\_\_\_\_\_  
Edward A. Dion, County Auditor

**EXHIBIT A  
COMPENSATION for SERVICES**

<b>Description</b>	<b>Services</b>	<b>Cost Per Unit</b>
Guardianship Services for 150 pre-existing wards.	All guardianship services; annual reporting to the Probate Court; and, any legal services necessary to maintain a guardianship.	\$ _____
Guardianship Services on a per ward basis for an additional number of wards not to exceed 50.	All guardianship services; annual reporting to the Probate Court; and, any legal services necessary to establish a guardianship	\$ _____

## 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  
CLAUDIA SEPULVEDA, 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:
  - 1) A PERFORMANCE BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$100,000; AND
  - 2) A PAYMENT BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$25,000.
17. PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 262.032(b), ANY SUCCESSFUL BIDDER WHO IS AWARDED ANY CONTRACT IN EXCESS OF \$50,000 MAY BE REQUIRED TO EXECUTE A PERFORMANCE BOND TO THE COUNTY. SAID BOND SHALL BE IN THE FULL AMOUNT OF THE CONTRACT AND MUST BE FURNISHED WITHIN 30 DAYS AFTER THE DATE A PURCHASE ORDER IS ISSUED OR THE CONTRACT IS SIGNED AND PRIOR TO COMMENCEMENT OF THE ACTUAL WORK. ANY PERFORMANCE BOND REQUIRED PURSUANT TO THIS SECTION SHALL BE NOTED IN THE ATTACHED DETAILED BID SPECIFICATIONS OR SCOPE OF WORK. THIS SECTION DOES NOT APPLY TO A PERFORMANCE BOND REQUIRED BY CHAPTER 2253, TEXAS GOVERNMENT CODE.
18. "Beginning January 1, 2006, in order to implement HB 914 (adding new Local Government Code Chapter 176), ALL VENDORS MUST SUBMIT A CONFLICT OF INTEREST QUESTIONNAIRE (Form CIQ) disclosing its affiliations and business relationships with the County's Officers (County Judge and Commissioners Court) as well as the County employees and contractors who make recommendations for the expenditure of County funds. The names of the County Officers and of the County employees and contractors making recommendations to the County Officers on this contract are listed in the Specifications.

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

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

**NOTICE:**

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

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

# Health Insurance Benefits Provided By Bidder

## Consideration of Health Insurance Benefits\*

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

---

---

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

---

---

---

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

---

---

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

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\* This page must be included in all responses.



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

---

RE: RFP #06-072, Indigent Guardianship Program for the County of El Paso

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 Dolores Briones  
Commissioner Larry Medina  
Commissioner Betti Flores  
Commissioner Miguel Teran  
Commissioner Dan Haggerty

County Employees: Piti Vasquez, Purchasing Agent  
Jose Lopez, Jr., Assistant Purchasing Agent  
Claudia Sepulveda, Bid Clerk/Buyer

Please note that the state law requires that the Questionnaire be filed with the **COUNTY CLERK** no later than **the 7<sup>th</sup> 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