



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

Notice to Interested Parties

Sealed bids will be received at the County Purchasing Department, 800 E. Overland, Suite PU300, El Paso, Texas 79901 before 2:00 p.m., **Wednesday, January 14, 2009** to be opened at the County Purchasing Office the same date for **RFP - Management and Operation of Courthouse Cafeteria.**

Bids must be in a sealed envelope and marked:
"Bid to be opened January 14, 2009
RFP - Management and Operation of Courthouse Cafeteria
Bid #08-179"

Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Tuesday, December 30, 2008, at 12:00 p.m. Questions can be faxed to (915)-546-8180.

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

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

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

PITI VASQUEZ
County Purchasing Agent

BIDDING SCHEDULE

To: El Paso County, Texas

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

Please quote prices and discounts on the following items:

F. O. B. El Paso County

Description – Bid #08-179 RFP - Management and Operation of Courthouse Cafeteria

Vendor must meet or exceed specifications

Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. Please submit one (1) original copy and two (2) copies of your bid.
--

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

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

RFP - Management and Operation of Courthouse Cafeteria

Bid #08-179



**Opening Date
Wednesday, January 14, 2009**

LOCATION OF PROJECT

El Paso County Courthouse
500 E. San Antonio, Lower Level
El Paso, Texas 79901

CONTRACT/PROJECT SUPERVISOR

Facilities Management Department
Manuel Lucero, Interim Facilities Manager
Phone (915) 546-2009

COMMENCEMENT DATE: The Contractor shall commence immediately upon award of the Bid/RFP all necessary processes and arrangements to perform the service(s) specified in this document.

PROPOSAL REQUIREMENTS & INSTRUCTIONS

VENDOR INSTRUCTIONS

Responses to this Request for Proposals shall be formatted as follows:

All proposals must be submitted on typed on standard 8 ½ x 11 paper, indexed with a table of contents and placed in a ring or prong binder or stapled so that the pages of the RFP are easily detachable. Proposals shall not be submitted in spiral form, glued, or with a binding spine. Vendors **MUST** submit a complete response and answer **ALL** questions, and provide all information and documentation, required in each of the attachments, and in the RFP. If a question does not apply, or the Vendor does not have the required information/documentation, the Vendor **MUST** state so specifically in the response. Vendors are welcomed and encouraged to provide any *additional* information, documentation, or presentations at their choosing in the appropriate section. Proposals **MUST** be organized in the following order for consistency and easy screening:

- Section I RFP Cover Page (completed)
- Section II Narrative of proposed program: Provide an overview of the concept, approach, implementation, general management operations, including numbers and levels of personnel. (Attachment A)
- Section III Maintenance, cleaning, and inspection schedule and protocol for the site and equipment, including but not limited to equipment maintenance contracts, grease trap cleaning, kitchen and food prep sanitation; tile and carpet floor care, and inspections required by local, state, or federal regulations. Section shall include employee training initiatives on maintenance, cleaning, and inspections. Submit as Attachment B.
- Section IV Proposer's information: completed Questionnaire (Attachment C), certificate of insurance (Attachment D), and references (Attachment E).
- Section V Company financial report for the most recently completed year (Attachment F). In addition to above, attach an audited version of same financial report, company history and experience.
- Section VI Proposer's payment schedule to El Paso County (Attachment G)

Evaluation of the RFP responses will consider the most cost productive, efficient, effective plan and may not necessarily be awarded to the lowest bidder. Emphasis will be placed on capability to perform within the specifications as well as meeting the needs of El Paso County. While El Paso County appreciates a brief straightforward and concise reply, the vendor must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous or equivocal statements may be construed against the vendor. The proposal response may be incorporated into any contract which results from this RFP, and vendors are cautioned not to make claims or statements which they are not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide the resources necessary to meet submitted claims.

EVALUATION PROCESS

Proposals that do not conform to the instructions given or which do not address all the services as specified may be eliminated from consideration. El Paso County, however, reserves the right to accept such proposal if it is determined to be in the County's best interest to do so.

El Paso County may initiate discussion with vendors. **At no time may Vendors contact the department(s) evaluating the RFP prior to, or after, the RFP opening date; all verbal or written communication must be sent to the County Purchasing Department. El Paso County Purchasing may disqualify any Vendor who has makes contact with El Paso County personnel, verbal or written, other than the El Paso County Purchasing Department.** El Paso County expects to conduct discussions with vendor personnel authorized to contractually obligate the vendor with an offer.

All correspondence relating to this RFP, from advertisement to award, shall be sent to the El Paso County Purchasing Department. All presentations and/or meetings between El Paso County and the vendor relating to this RFP shall be coordinated by the El Paso County Purchasing Department.

No award can be made until the El Paso County Commissioners Court approves such action. Submission of a proposal implies the Vendor's acceptance of the evaluation criteria and Vendor recognition that subjective judgments must be made by the evaluating committee.

Selected Vendors may be expected to make a presentation to the evaluation committee. Vendor presentations may develop into negotiations with the successful Vendor if selected by the evaluation committee. If El Paso County is unable to agree to contract terms, El Paso County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor.

EVALUATION AND AWARD CRITERIA

The award of the contract shall be made to the responsible vendor whose proposal is determined to be the best evaluated offer resulting from negotiations. Emphasis will be placed on the most efficient operational concept for El Paso County which will include, but is not limited to:

- | | | |
|----|---|-----|
| 1. | Good quality food, varied menu, reasonable price (defined as comparable with market value in area), maintenance of facilities, equipment and infrastructure, quality assurance and maintenance program, and answers to relevant questions in the Questionnaire; | 30% |
| 2. | Qualifications, experience and personnel - show staffing and service plan, personnel organizational chart for each location, resumes for key personnel, and answers to relevant questions in the Questionnaire; | 25% |
| 3. | References, past performance, and answers to relevant questions in the questions; | 15% |
| 4. | Technical and creative approach. | 15% |
| 5. | Financial stability; | 10% |
| 6. | Overall presentation | 5% |

El Paso County reserves the right to contract with the vendor that best meets the needs and requirements that are conducive to the County's operations and may use reference and site visit information to make judgments directly affecting the award of this contract.

INSURANCE REQUIREMENTS

El Paso County requires that each proposal be accompanied by the company's *current* Certificate of Insurance. The Certificate **MUST** be original on the standard industry ACORD form and signed by the agent in ink. If the insurance on the certificate will expire in six months or less from the time the proposal is submitted, the company must include a letter on its own stationery that verifies it will continue insurance at the same levels beyond the expiration date on the certificate. The proposer need not commit to the same agent or carrier, but must continue insurance. When said current policies expire, the proposer must provide new certificates, as no further agreement will be pursued until verification of coverage is confirmed.

The Certificate of Insurance must include coverage for each and every insurance item specified in this package particularly the Workers Compensation 110.110 requirements. Contractor shall procure and maintain appropriate insurance coverage, including as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this proposal. The certificate must identify El Paso County as an additional insured, provide a waiver of subrogation, and confirm the Hold Harmless status of the County.

For minimum insurance requirements and TWCC Rule 110.110 see Attachment D

TERMINATION

In the event renewal is not desired by either party, the terminating party shall have, or give, a minimum of 120 days notice of termination, in writing by certified mail, to the other party.

El Paso County reserves the right to terminate this contract for default of all or any part of the undelivered/uncompleted portion of this contract if contractor breaches any of the terms herein, becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which the County may have in law or equity or without cause if such is deemed to be in the County's best interest.

Default may be construed as, but not limited to:

- failure to begin and/or maintain service within a proper amount of time,
- failure to deliver services under the stipulated terms, conditions and applicable agreements previously reached,
- failure to perform to the County's satisfaction with respect to any and/or all services included herein or
- any other applicable requirement and/or obligation not specifically referred to in this paragraph.

Termination or cancellation by the County against the contractor for non-performance will be a consideration of future awards.

POST AWARD CONTRACT STATUS

Contractors are not authorized to officially begin work or provide service until a contract, signed by the proper parties, is executed. The County Judge must sign all contracts before they may become binding upon El Paso County and El Paso County accepts no liability of any kind for products or services furnished and/or delivered prior to commencement authorization.

In the event an award is made to other than the current contractor, El Paso County will work with the current and future suppliers to effect an orderly, smooth transition.

SPECIFICATIONS

SCOPE

El Paso County is seeking proposals for a food management service provider to manage and operate a cafeteria facility located in the lower level of the El Paso County Courthouse beginning on or about January 1, 2009 and continuing for thirty-six (36) months thereafter, with two (2) one-year optional renewal periods; or until all services ordered/required through the expiration date have satisfactorily provided. Contractor shall be granted exclusivity on food service operation, preparation, and sales within the County Courthouse.

The Facilities Management Department shall act as facilitator of the Contract and ALL communication, written and verbal, shall be directed solely to designated representative that will be disclosed in the final the Contract.

RENEWAL OPTION

El Paso County may consider a renewal option of one year at a time, based on the same terms, conditions, and pricing as the original year unless changes are mutually agreed upon by both parties. Once renewals are exhausted, the contract must be rebid. If bidder does not wish to consider renewal, write NA in the space provided for the year indicated on the bid sheet. El Paso County reserves the right to rebid at any time as is in its best interest and is not automatically bound to renewal.

Facilities will be provided to the awarded Contractor as described in this RFP. The assigned foodservice space is intended for the exclusive use of the vendor and its employees during the term of the contract. Employees of El Paso County will, however, retain the right to enter the assigned foodservice areas for inspection, maintenance, or other purposes.

At the end of the contract term or upon the effective date of early termination, the vendor shall restore assigned foodservice facilities along with equipment inventory and other items furnished by El Paso County, in the condition in which it was received, reasonable wear and tear expected.

El Paso County will not be responsible in any manner for loss or damage to the vendor's stored equipment, supplies or materials, or for any of the vendor's employees personal belongings brought onto El Paso County premises.

El Paso County Courthouse – 500 E. San Antonio, El Paso, Texas 79901

- Cafeteria is located in the building's basement
- Cafeteria dining area capacity is 175
- Cafeteria jury dining room capacity is 15
- Vending Machine Room: 7 beverage machines and 1 snack machine
- Building constant population (employees) is approximately 950. Visitors vary by day.
- Juror meal tickets are a maximum of \$7.00 per person.

Gross Revenues

Cafeteria - Gross revenue (excluding taxes) from September 2007 through August 2008:

Date	Total Sales	Catering Sales
Sep-07	24,197.17	2,109.15
Oct-07	28,251.56	1,047.75
Nov-07	24,813.19	1,010.30

SUPPLEMENTAL REVENUE

Dec-07	21,889.77	932.00
Jan-08	27,298.65	822.50
Feb-08	30,071.11	2,628.00
Mar-08	24,478.11	963.55
Apr-08	28,656.16	428.90
May-08	33,145.87	981.20
Jun-08	29,262.04	1,780.25
Jul-08	32,725.31	658.25
Aug-08	29,929.06	493.75

Gourmet Coffee Cart - Gross revenue (excluding taxes) from May 2008 through October 2008:

Date	Total Sales
May-08	\$ 3,450.03
Jun-08	\$ 2,730.66
Jul-08	\$ 2,958.44
Aug-08	\$ 2,604.12
Sep-08	\$ 2,636.12
Oct-08	\$ 2,540.96

General Information

- Operating Schedule – Cafeteria shall be open and ready to serve at a minimum from 7:00 a.m. to 3:30 p.m. Monday through Friday
- Holidays are subject to annual approval by El Paso County Commissioners Court, however typical holidays observed by El Paso County are as follows
 - New Year’s Day
 - Martin Luther King
 - President’s Day
 - Cesar Chavez Birthday
 - Good Friday
 - Memorial Day
 - Juneteenth
 - Independence Day
 - Labor Day
 - Veteran’s Day
 - Thanksgiving Thursday & Friday
 - Christmas Eve and Christmas Day

In addition to the above facility profile, El Paso County provides potential avenues for supplemental revenue including the following:

Vending Service

Vending machines are located near the cafeteria in the Lower Level

Catering

The Contractor will be granted exclusive right to operate a food service on or from the premises to acquire additional revenue through catering. Facilities may be used to prepare private catered meals for El Paso County departments (i.e. conferences, meetings, trainings, parties, events, celebrations, **CONTRACTOR RESPONSIBILITY** etc.) however, those meals are subject to the same financial arrangements as other meals served to employees and the public under this contract. The Contractor shall be responsible for all security and other costs associated with operating the facility after hours for catering contracts outside the hours of operation of the building.

Gourmet Coffee Cart

El Paso County currently enjoys the benefit of a gourmet coffee cart service located on the 3rd floor of the Courthouse at the expense of the current food service provider. The coffee cart is the property of the current Vendor and will be removed if not awarded a contract under this RFP. The County of El Paso desires a similar benefit, at the Proposer's expense, however the service is optional under this RFP.

AGREEMENT

Upon selection and award of this RFP, the Contractor agrees, by virtue of submitting this proposal, to sign an agreement defining the responsibilities and obligations of both the County and Contractor as the food service Contractor for the duration of the agreement, including negotiated items and the financial arrangements accepted by both parties.

The awarded Contractor will operate, manage, and maintain a full service cafeteria facility located at the El Paso County Courthouse, as well as maintain existing vending machines. At it's option, the Contractor shall operate and maintain a Gourmet coffee cart on the 3rd floor of the El Paso County Courthouse.

The Contractor will provide all personnel, food, supplies, materials and any equipment not otherwise furnished by El Paso County. Contractor must agree to the mandatory minimum requirements of responsibility as follows:

1. Contractor shall operate, manage, and maintain a safe and sanitary cafeteria environment at all times in compliance with local, state, and federal laws and regulations in a manner in which the cafeteria is always in good standing with the health, fire, and occupational codes. A copy of all inspection reports by any enforcement agency, including the Texas Department of Health, shall be provided to the Facilities Management Department within 24 hours.
2. Contractor is responsible for the semiannual cleaning and inspection of the exhaust hood vent, and provide documentation to the Facilities Management Department within 48 hours of completion. (With the exception of the exhaust hood vent, El Paso County shall be responsible for all other fire compliance inspections, including fire extinguishers, Halon, fire alarm, and sprinkler system.)
3. Contractor shall be responsible for the proper use of the County's plumbing and sewer system. Contractor shall train all staff in the proper disposal of grease, food, utensils, napkins, and all other solids to the appropriate disposal receptacle. **ANY EXPENSE INCURRED DUE TO THE MISUSE OR**

IMPROPER USE OF THE COUNTY'S PLUMBING SYSTEM OR GARBAGE DISPOSAL SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND MUST BE PAID WITHIN 30 DAYS UPON RECEIPT OF INVOICE. REPAIRS MADE BY COUNTY MAINTENANCE STAFF WILL BE BILLED TO THE CONTRACTOR BASED ON THE MECHANICS HOURLY RATE AND THE CONTRACTOR MUST REIMBURSE THE COUNTY WITHIN 30 DAY UPON RECEIPT OF INVOICE. REPEATED INCIDENTS OF IMPROPER USAGE OF THE COUNTY'S PLUMBING SYSTEM, TWO INCIDENTS PER 12-MONTH PERIOD, MAY RESULT IN THE CANCELLATION OF THE CONTRACT.

4. Contractor shall maintain repair and routine service equipment maintenance contracts on all equipment listed in Exhibit One at the Contractor's expense, at all times throughout the duration of the contract. Copies of all maintenance contracts, and any subsequent updates or changes to each contract must be provided to the Facilities Management Department. Contractor shall provide copies of all repair and services reports and invoices to the Facilities Management Department, no less than quarterly of each contract year.
5. Contractor shall shampoo the carpeting at least four times per year and strip/wax the tile floors at least once per year. Contractor shall provide written notification to the Facilities Management Department each time these services are completed.
6. Maintenance and cleaning of concealed internal ducts for exhaust hoods, walls, floors, windows, light fixtures, draperies, blinds and vents in the kitchens, serving area, cafeteria, dining areas, vending machine area, and gourmet coffee cart if applicable. Further, any mess created by Contractor's staff in any other part of the Courthouse shall be the sole responsibility of the Contractor to clean immediately.
7. Compliance with El Paso County Recycling Program: Contractor MUST recycle all eligible containers and materials, which include #1 and #2 plastic containers, paper, cardboard, boxes, aluminum, steel, and tin are disposed of in a dumpster designated solely for recyclables. Recyclables shall be thorough rinsed and collected in a separate container from the regular trash. The Contractor is prohibited from disposing of delivery pallets in any County dumpster, and the Contractor shall be responsible for their disposal through appropriate means of donation, trade, consignment, etc. Failure to properly dispose of recyclable materials or pallets shall be grounds for termination of contract.
8. All non-recyclable trash shall be disposed of from the facility on a daily basis to the appropriate designated dumpsters. Contractor shall ensure that bags, boxes, or any other container used to transport disposables do not leak and are not torn in a manner that will leave a mess. Any mess resulting from leaking or torn bags shall be cleaned up immediately by the contractor.
9. Pest Control: Contractor is responsible for all pest control services to be performed a minimum of once per month and include the extermination of insects, rodents, and vermin to ensure a sanitary, pest-free foodservice environment. The areas of responsibility include: kitchen, serving area, food preparation area, storage area, dining room, vending machine area, office, and restroom within the designated areas available for use by the Contractor's personnel.
10. Diligently obtain and maintain all applicable licenses and permits as required by any of the above governmental entities for operation of a food service facility and assure that all staff is properly trained and certified as applicable, including food handler safety compliance. Contractor shall be

responsible for the posting of all signage required by local, state, or federal laws and the compliance with the postings therein.

11. Do not permit any disorderly and/or unsafe conduct or practice that would bring discredit of any kind to El Paso County.
12. All Contractor's employees shall exhibit professional and courteous behavior at all times. Preferably, employees serving the public shall be bilingual in English and Spanish, however at a minimum, employees who serving the public must speak English to a degree that allows understanding of common food service orders.
13. Contractor's employees shall be paid, at minimum, a salary commensurate with federal minimum wage requirements as they apply throughout the contract and in conjunction with any/all other appropriate governmental requirements and regulations.
14. Employ only persons who are citizens of the United States and/or those who may be lawfully permitted to work in this country. El Paso County accepts no financial or beneficial obligations to said employees whatsoever.
15. Contractor shall not permit liens of any type to attach to any El Paso County space, equipment, property, repairs or improvements applicable to this contract.

Sanitation

Vendor shall maintain, at all times, El Paso County foodservice facilities, vending kitchen, serving area, food preparation area, storage area, dining rooms, vending machine area, office, restroom, and optional gourmet coffee cart in a clean and sanitary manner in accordance with all federal, state and municipal laws, codes and regulations including:

- Routine and daily cleaning of floors, walls, ceilings, doors, lights, and exhaust hoods and vents.
- Clean all foodservice equipment, preparation and service area surfaces on a continuous basis and following each meal period. The vendor's employee shall be trained to follow a "clean-as-you-go" policy.
- Adhere to ware washing sanitation regulations (i.e. recommended temperatures, use, storage and disposal of chemical sanitizers).
- Tables shall be cleaned at intervals after clients leave.
- Tables, chairs, glass, carpet and tile shall be cleaned as necessary throughout the day.
- Dining room carpeting shall be vacuumed at the end of each day; all tile floors shall be mopped at the end of each day.
- Carpet must be shampooed a minimum of four times per year and must provide documentation upon completion of each schedule.
- Tile floor must be stripped and waxed a minimum of once per year and must provide documentation upon completion of each schedule.

Uniforms and Appearance

Contractor's employees working on the property shall be appropriately uniformed when performing their work assignments. This includes all apparel, hair covering and visible identification tags. Uniforms for all foodservice personnel will be supplied and laundered as a part of the operating cost. El Paso County reserves the right to approve the type and design of all uniforms, including hair coverings and identification tags.

Marketing

The Contractor may not post signs in the lobby or on walls throughout the building, however El Paso County will allow occasional distribution of advertisements via interoffice mail or personal handout distribution to advertise the existence of the facility and availability of cafeteria fare. The Contractor is prohibited from advertising events that are not related to the County of El Paso, and shall not promote or advertise any business or organization, including other businesses that may be owned by the Contractor.

Approval of Subcontracted Services

Any and all services required of the Contractor and subcontracted to a third party shall be the sole responsibility of the Contractor. El Paso County reserves the right to approve or disapprove selection of any subcontractor the Contractor wishes to use to fulfill its contractual obligations. Current copies of all contracts with third parties shall be provided to the Facilities Management Department.

The contractor shall provide a variety of food and beverages, with menus that are subject to change at the Contractor's discretion. The shall routinely change the variety of food available, including various "ethnic" varieties of food, such as American, Italian, Mexican, Asian, etc.

Minimum Food Standards

- Meats, Fish and Poultry
 - All meats, meat products, poultry, poultry products, fish and seafood must be government inspected.
 - Beef, Lamb and Veal shall be U.S.D.A. grade Choice or better.
 - Pork shall be U.S.D.A. No. "1" or U.S.D.A. No. "2".
 - Poultry shall be U.S. Government Grade "A".
 - Fresh Fish and Seafood must be a nationally distributed brand, packed under continuous inspection of the U.S.D.A.
- Dairy Products
 - Milk and milk products shall be U.S.D.A. Grade "A".
 - Eggs shall be U.S.D.A. Fresh-Grade "A" or better.
 - Cheese shall be U.S.D.A. Grade "A".
 - Butter shall be U.S.D.A. Grade "A" – 92 Score.
- Fruits and Vegetables
 - Fresh and frozen fruits and vegetables shall be the highest grade obtainable; this will typically be the U.S.D.A. Extra Fancy, Fancy or U.S.D.A. No. "1".
 - Canned fruits and vegetables shall be U.S. Grade "A" Fancy or Grade "B" Choice.
- Other
 - Dry stored items such as condiments and other canned goods shall be U.S.D.A. Grade "A". Grade "B" Choice may be used.

El Paso County Equipment and Supplies

Contractor will have use of County equipment within the facilities provided; however, the Contractor shall also have total responsibility for the repair, maintenance, operation and replacement of all equipment, both Contractor's and the County's. A list of equipment furnished by the County is included in this document listed in Exhibit A.

Any additional equipment over and above that listed on Exhibits A but desired by the Contractor, must be furnished by the Contractor at no charge to the County and Contractor may retain both ownership and complete responsibility for these additional items.

El Paso County Equipment Replacement

Contractor may replace El Paso County equipment under, but not necessarily limited to, the following conditions:

- the equipment is not working acceptably and the repair of the item is less advantageous than purchase of a new item;
- the life cycle of the item has been reached or exceeded;
- continued use of the equipment constitutes a health and/or safety hazard;
- financial and/or other advantages make replacement preferable to retention of existing equipment.

In the event any County equipment must be replaced, Contractor must notify El Paso County Facilities Management Department and obtain approval from the County to replace the item prior to replacement. El Paso County reserves the right to replace such equipment at its discretion. In the event the County opts to replace the equipment, the County's procurement process will be followed in accordance with the El Paso County Purchasing Department.

Following installation of any new equipment (including equipment that is less than six months old at commencement of contract), the Contractor shall be responsible for adhering to applicable warranties and making any repairs or maintenance throughout the remainder of the agreement.

The Contractor may not, under any circumstances, remove or dispose of any County equipment.

Contractor Equipment and Supplies

Contractor shall furnish, at its sole expense, any and all food equipment (over and above that furnished by El Paso County) and supplies, fixtures, dishes, flatware, cookware, sanitary/janitorial items, linen, office equipment and supplies, personnel uniforms and all ancillary items as may be needed to bring about a quality operation. The County shall supply cash registers that are equipped with ReqWare Software that the Contractor shall be required to use.

Contractor Equipment Replacement

Contractor shall be fully responsible for its equipment in every respect. In the event contractor's equipment needs replacement, for any reason, the Contractor shall make such replacement at its own expense, in its own manner and without any charge or penalty to the County. At the close of the contract, Contractor may take its equipment in accordance with the appropriate inventory on file with the Purchasing Department.

Prospective Contractors should identify in their proposal response which existing foodservice equipment pieces they deem to be in need of repair or replacement. The County will examine the equipment and

take the suggestion in to consideration, however the County is under no obligation to provide new equipment if the existing equipment is found to be operable and in reasonably good condition.

Inventories

Contractor must furnish El Paso County Purchasing with a detailed list of all equipment, identified by serial number or other form of unique identifier, it brings to County facilities, both initially and annually, including such updates (additions, deletions) as may apply. These annual inventories must be supplied thirty days *prior to the end of the current contract year*. In the event the Contractor leaves or the contract is expired, the Contractor may take only those items that appear on the above referenced inventory. El Paso County reserves the right to verify these inventories at will.

Deliveries

All deliveries shall be made at the available loading dock in that facility. No deliveries will be permitted through the main building entrances unless the service dock is inaccessible or they are directed to do so by the El Paso County Sheriff's Department.

The County Courthouse service dock has a clearance height limit of 11'-6". Delivery trucks must meet the clearance limitation.

EL PASO COUNTY RESPONSIBILITIES

El Paso County shall, at its expense, assume the following responsibilities under the contract, with respect to foodservice facilities:

- Provide food facility space, outfitted with FF&E (furnishing, fixtures and equipment) including fixed and movable equipment/appliances.
- Provide adequate ingress and egress for the employees of the Contractor and its foodservice suppliers. This shall include reasonable use of the corridors, passageways, and loading platforms.
- Maintain and repair the existing building structures in the areas assigned for the Contractor's use. This includes the maintenance of electrical, water and sewer lines; heating, air conditioning, and permanent building fixtures (such as plumbing components and light fixtures), and windows up to the demised space. Redecorating and painting will be at the discretion of the Contractor (subject to El Paso County approval). **The Contractor shall bear the expense of repairs necessary as a result of misuse, improper use, mishandling, or damage cause the Contractor or its employees.**
- Furnish the source for electricity, gas, water, heat, air conditioning and ventilation systems to the Contractor as may be reasonable for the efficient operation of foodservices. El Paso County will pay for the cost of utilities provided that the Contractor will exercise the same degree of care and economy as would be prudently exercised by a person paying for such utilities. El Paso County will provide one phone line and one fax line, however Contractor shall be responsible for local and long distance telephone expenses.
- El Paso County will permit the Contractor to install their major foodservice equipment specified in the approved facility floor plans.
- Ownership of equipment provided by El Paso County under this contract shall be vested in El Paso County with the exception of vending equipment and the investment equipment the Contractor has procured and has brought on-site.

- All equipment items initially furnished by El Paso County shall be listed on a basic inventory approved jointly by El Paso County and Contractor at the start of the contract. Subsequent changes, additions, or deletions to the basic inventory shall be in writing and approved by the parties. At the termination date of the contract, a joint inventory shall be taken by El Paso County and the Contractor to verify the correctness of the inventory.

Utility Outages

El Paso County shall not guarantee the uninterrupted provision to the utilities and service described above, except to ensure that all reasonable and diligent efforts will be pursued in restoring the interrupted service. El Paso County shall not be liable for business loss, which may result from the interruptions or failure of these services. In an extended outage situation, El Paso County does not have the structure to support the utility requirements of the refrigerated areas. Contractor shall provide back-up or contingency plan for responding to an extended outage situation.

(Submit in Section I)

**PROPOSAL SCHEDULE & RESPONSE
REQUIRED BY
EL PASO COUNTY PURCHASING DEPARTMENT**

(Submit in Section II)

**PROPOSAL NARRATIVE &
OPERATIONS/REVENUE PROJECTIONS**

Provide a detailed narrative of proposed program. Include an overview of concept, approach, implementation, general management operations, and any information, history, or projections that you feel will clearly represent your vision and expectations for the Courthouse Cafeteria. Complete the following projections:

	<u>Average Month</u>	<u>Annual</u>	<u>Percent (%)</u>
<u>Sales</u>			
Cafeteria Revenues			
Catering Revenues			
(A) Sales Subtotal			
<u>Cost of Sales</u>			
Cafeteria			
Catering			
(B) Cost of Sales Subtotal			
Gross Profit (A-B)			
<u>Labor</u>			
Management			
Hourly			
Employee			
Benefits/Ins			
Bonuses/Other			
Vacation			
Payroll Taxes			
Total			

	<u>Average Month</u>	<u>Annual</u>	<u>Percent (%)</u>
<u>Direct Expenses</u>			
Paper Goods	_____	_____	_____
Cleaning Supplies	_____	_____	_____
Uniforms	_____	_____	_____
Smallwares Replacement	_____	_____	_____
Equipment Rental (Specify)	_____	_____	_____
Advertising/Promotions	_____	_____	_____
Office Supplies/Printing	_____	_____	_____
Telephone	_____	_____	_____
Business Insurance	_____	_____	_____
Repair & Maintenance	_____	_____	_____
Cleaning Supplies	_____	_____	_____
First Aid	_____	_____	_____
Catering Revenues	_____	_____	_____
(E) Direct Subtotal	_____	_____	_____
<u>Other Charges</u>			
Depreciation	_____	_____	_____
Amortization	_____	_____	_____
Other (Specify)	_____	_____	_____
(F) Other Charges Total	_____	_____	_____
Total Cost (D+E+F)	_____	_____	_____
 (H)Net Operating Profit/Loss Before Taxes (C-G)	_____	_____	_____
<u>Labor</u>			
Management	_____	_____	_____
Hourly	_____	_____	_____
Employee Benefits/Ins	_____	_____	_____
Bonuses/Other	_____	_____	_____
Vacation	_____	_____	_____
Payroll Taxes	_____	_____	_____
Total	_____	_____	_____

Notes to Foodservice Pro-Forma

1. Identify all individual managers' salaries on the work schedule sheets.
2. Supervisory management benefits should be listed in the same manner as number 1.
3. Be specific about the types, source, method of computation and justification of all General and Administrative expenses you expect to service this account. Clearly and completely state what these charges include and exclude.

B1.1 Pre-Opening
Provide an itemized budget for the pre-opening program.

Labor (pre-opening staff training)	\$ _____
Food Expense	\$ _____
Signage/Décor/Menu Boards	\$ _____
Travel Expenses	\$ _____
Other (<i>please identify all Pre-Opening Costs</i>)	\$ _____
_____	\$ _____
_____	\$ _____
PRE-OPENING COST TOTAL	\$ _____

Please indicate when the pre-opening costs will be billed and the net term for payment.

B1.2 OPERATIONS STAFF BREAKDOWN

Management (<i>provide titles/responsibilities</i>)	HOURLY RATE	QUANTITY
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
Full-time employees (<i>define/responsibilities</i>)		
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
Part-time Employees (<i>define/responsibilities</i>)		
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
F & B OPERATIONS TOTAL STAFF	_____	_____

B1.3 Foodservice/Vending Investment Summary

	COST TERM (YEARS)	DEPRECIATION
Uniforms	\$ _____	_____
Smallwares	\$ _____	_____
Other (<i>please identify</i>)		
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
TOTAL EQUIPMENT VENDING INVESTMENT	\$ _____	

B1.4 OPTIONAL GOURMET COFFEE CART _____ YES _____ NO
TOTAL INVESTMENT \$ _____

B1.5 MENU CONCEPTS SAMPLES - SALE PRICES

<u>Breakfast</u>	Prices
Full Breakfast *(describe _____)	\$ _____
Coffee (12 oz)	\$ _____
Milk (8 oz carton)	\$ _____
Bacon/Sausage Link (each)	\$ _____
One Egg	\$ _____
Toast (each)	\$ _____
Cold Cereals (box)	\$ _____
Bagel (each)	\$ _____

Lunch

Grill

Grill Special* (describe and indicate size of beverage included)	\$ _____
Burger (1/4 lb)	\$ _____
Cheese Burger (1/4 lb)	\$ _____
Grilled Chicken Sandwich (4 oz)	\$ _____
French Fries (4 oz)	\$ _____
Side of Vegetables (4 oz)	\$ _____
Baked Potato	\$ _____

Deli

Deli Special* (describe and indicate size of beverage included)	\$ _____
Roast Beef/Ham/Turkey (3 oz)	\$ _____
Tuna/Chicken Salad (4 oz)	\$ _____

* Since different specials will be featured throughout the week, provide price ranges for these items.

Entree

Meat (6 oz.)	\$ _____
Poultry (6 oz.)	\$ _____
Fish (6 oz.)	\$ _____
Vegetable (4 oz.)	\$ _____
Starch (4 oz.)	\$ _____
Bread/Roll (each)	\$ _____

Soup/Salad Bar

Salad Bar (per oz.) \$ _____
 Fresh Fruit Bar (per oz.) \$ _____
 Gourmet Salad \$ _____
 Soup (8 oz) \$ _____

Grab-N-Go

Cookies (each) \$ _____
 Muffin (each) \$ _____
 Ice Cream Novelties* \$ _____
 Yogurt Soft Serve (per oz) \$ _____

Beverages

Fountain Beverages (16 oz) \$ _____
 Bottled Sodas (20 oz) \$ _____
 Bottled Water (12 oz) \$ _____
 Coffee:

Catering

Box Lunch (*describe* _____) \$ _____/person
 Hot Buffet (*describe* _____) \$ _____/person
 Party Tray (*describe* _____) \$ _____/tray
 Cookie Tray (*describe* _____) \$ _____/tray

B1.6 FOODS AND VENDING SUPPLIERS

Indicate prime supplier names for foods and vending items, applicable mark-ups and price per pound of foods used:

Supplier _____

(Submit in Section III)

INSPECTION, MAINTENANCE, AND CLEANING SCHEDULE

Vendor shall supply a detailed schedule for all cleaning and maintenance requirements and initiatives to assure that the facility is always maintained in a manner that is compliance with all local, state, and federal fire, health code, and safety codes. Vendor must include ALL requirements of the specifications in their proposed schedule.

(Submit in Section IV)

QUESTIONNAIRE

All respondents to this Request for Proposal shall provide all the information requested via this questionnaire. Failure to supply adequate, appropriate information may be cause to reject the entire proposal.

In the event there is not sufficient space to provide a complete answer, the respondent may identify the question number on a separate sheet of paper and answer the question fully. Make a notation **on the questionnaire** that the answer is on an attached sheet. Attach all these responses to the Questionnaire and include them in the section of the binder where the questionnaire is to be located.

All questions should be answered as they apply to the company's facility/capability within the greater El Paso County area even if the company is a nationwide organization. If the company has no base in the greater El Paso County area, that must be noted and questions should be answered as completely and relevantly as possible. Lack of an operational base in the County does not automatically disqualify a proposal.

Company Identification:

1. Full name of company: _____

2. Contact person for information concerning this proposal:

Name: _____ Title: _____

Phone: _____ Fax: _____

Email address: _____

Location (full address): _____

3. Is company (check all that apply):

A. Local only: _____

B. Statewide: _____

C. Nationwide: _____

D. International: _____

Proprietorship: _____

Partnership: _____

Corporation: _____

Joint Venture _____

4. Give full address of corporate headquarters if not same as above:

5. Show the state in which company is incorporated: _____

6. Identify the parent company of this organization and its location if different from #4.

7. Identify every person and/or entity which owns ten percent or more of the proposer's voting stock. Use separate sheet. El Paso County reserves the right to require additional information on an as needed/as desired basis.

8. List all the names under which this company has operated in the last ten years in the state of Texas.

9. If company is a joint venture, identify all general and limited partners for each entity comprising the joint venture. Use a separate sheet of paper. El Paso County reserves the right to require additional information on an as needed/as desired basis.

10. How many years has company provided food service in:

- A. the El Paso/El Paso County area: _____
- B. the State of Texas: _____
- C. in general _____

11. How many years has the company operated dining facilities of 150+ persons: _____

12. Has proposer operated a food management facility for a public entity within the most recent five years? If so, identify when and where this occurred: (Exclude El Paso County):

13. Who was the primary contact person under question 12? (Include phone number):

14. Within the last ten years, has proposer's company ever discontinued services prior to the expiration of the agreed to term?

15. If so, identify when and where this occurred:

Operational Information:

16. Is the company currently operating food service facilities in the greater El Paso County area?

_____ Yes _____ No If so, how many? _____

17. Which local site that the company presently serves represents having the **longest** *continuous service*? Indicate the number of years: _____

18. How many persons does this location service on a daily average? _____

19. Would this site be available for review/inspection by representatives of the County? _____

20. Which location is the company's **newest** local facility and when did that service begin?

21. How many persons does this location service on a daily average? _____

22. Would this site be available for review/inspection by representatives of the County? _____

23. Please furnish a copy of the current menu for each of these two locations.

24. Does your organization receive subsidies for either the operations and/or the cost of the meals from the company they serve? If so, identify what the nature of that subsidy is.

25. How many employees work for the proposing company in the greater El Paso County area?

26. How many employees does Proposer anticipate will be required to fully operate County facilities under this agreement? _____

27. If the County represents a "new" facility for the Proposer, what means will be used to acquire necessary personnel at all levels? _____

28. How are employee pay increases determined and when are those implemented?

29. Does company provide uniforms for its employees at no cost to them? _____

Food & Menu

A. Full Service

30. In terms of menu design/development for El Paso County, does your organization:
- a. intend to duplicate a menu from a sister location? _____
 - b. design specific menu(s) for County locations? _____
 - c. retain a menu essentially as is current? _____
 - d. survey County employees for input? _____
 - e. combination of the above (which combo?) _____
 - f. intend to provide a gourmet coffee cart? _____

Comments: _____

31. How often does proposer make major menu revisions during a 12 month period?

32. What circumstances cause a major change of menu items? _____

33. Is food product purchased locally by location? If not, how is product procured and by whom?

34. If food products are purchased locally, identify the primary sources (include city of origin if not El Paso) for :

- regular grocery items (canned, dried, frozen) _____
- produce - fresh or prepared raw _____
- breads and baked goods _____
- dairy products (excl. ice cream) _____
- beef, poultry, pork, luncheon meat _____
- fish, other seafood _____
- soft drinks _____
- pre-prepared foods (if not covered above) _____

35. Is food cost determined by a localized bid process or thru major contracts developed by others, i.e. a parent company corporate purchasing group? Identify method used.

36. What circumstances provoke price increases for meals served in a year? What cost control methods are used and how are they applied? Respond in detail on separate sheet.

37. What quality assurance controls are put into place to assure a high quality for food product, safe, clean preparation, and sanitary conditions? Respond in detail on separate sheet.

Changes/Improvements

38. If your company is awarded this project, what embellishments would it be willing to make in terms of enhancing the atmosphere of the service locations (excluding equipment and without financial participation by the County)? Respond in detail on separate sheet. If none, indicate on line below.

39. What equipment does the company feel is needed over and above equipment being furnished by the County?

(Submit in Section IV)

MINIMUM INSURANCE REQUIREMENTS

The contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees, and agents.

Upon request, certified copies of original insurance policies shall be furnished to El Paso County.

The County reserves the right to require additional insurance should it be deemed necessary.

- A. Workers' Compensation (with Waiver of subrogation to El Paso County) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements, if applicable to the Project.

Statutory, and Bodily Injury by Accident: \$100,000 each employee. Bodily Injury by Disease: \$500,000 policy limit \$100,000 each employee.

- B. Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and underground damage.

\$300,000 each occurrence Limit Bodily Injury and Property Damage Combined \$300,000 Products-Completed Operations Aggregate Limit \$500,000 Per Job Aggregate \$300,000 Personal and Advertising Injury Limit. El Paso County shall be named as "additional insured" on commercial general liability policy.

- C. Automobile Liability Coverage:
\$300,000 Combined Liability Limits. Bodily Injury and Property Damage Combined. El Paso County shall be named as "additional insured" on automobile policy.

TWCC RULE 110.110 WORKERS' COMPENSATION INSURANCE COVERAGE

If this bid/proposal package is for a building or construction contract, all of the provisions of this rule as shown below apply. Since this is a mandatory requirement, cost increases should not be experienced because of the need to comply with the Texas Workers' Compensation Law. For additional information contact the Texas Workers' Compensation Commission, Southfield Building, 400 S. IH-35, Austin, Texas 78704-7491, (512) 440-3618.

A. Definitions:

Certificate of coverage ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-Contractors, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. **The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:**

- (1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- (2) No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. **The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.**

G. **The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.**

- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - (2) Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - (3) Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (4) Obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) A certificate of coverage, prior to the other person beginning work on the project, and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - (6) Notify the government entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

(Submit in Section IV)

REFERENCES (Minimum of 3)

Reference #1

Organization Name _____
Contact Name _____
Telephone No. _____
Address _____
Dates of Service _____
Services Provided _____

Reference #2

Organization Name _____
Contact Name _____
Telephone No. _____
Address _____
Dates of Service _____
Services Provided _____

Reference #3

Organization Name _____
Contact Name _____
Telephone No. _____
Address _____
Dates of Service _____
Services Provided _____

Reference #4

Organization Name _____
Contact Name _____
Telephone No. _____
Address _____
Dates of Service _____
Services Provided _____

Reference #5

Organization Name _____
Contact Name _____
Telephone No. _____
Address _____

Dates of Service
Services Provided

(Submit with Section V)
VENDOR'S FINANCIAL STATEMENT

Complete the following financial information. Vendor must also submit an audited financial report detailed the information provided in this statement.

Condition of proposer at close of business Month, _____, 2008.

ASSETS

- | | | | | |
|----|--|-------------|----------|-------|
| 1. | Cash on hand | | \$ _____ | |
| | In Bank | | \$ _____ | |
| | Elsewhere | | \$ _____ | |
| 2. | Accounts receivable from completed contracts
(exclusive of claims not approved for payment) | | | _____ |
| 3. | Accounts receivable from other sources than above | | | _____ |
| 4. | Amounts earned on uncompleted contracts
(not included in Item 3) (Contract price on completed
portion of uncompleted contracts less total cost of
completed portion.) | | | _____ |
| 5. | Deposits for bids or other guarantees | | | _____ |
| 6. | Notes receivable | Past due | \$ _____ | |
| | | Due 90 days | \$ _____ | |
| | | Due Later | \$ _____ | |
| 7. | Interest earned | | | _____ |
| 8. | Real Estate | | | |
| | Business Property, Present value | | \$ _____ | |
| | Other property | | \$ _____ | |
| 9. | Stocks and Bonds | | \$ _____ | |

Listed on exchange	\$ _____	
Unlisted	\$ _____	
10. Equipment, machinery, fixtures	\$ _____	
Less Depreciation	\$ _____	
11. Other Assets		_____
TOTAL ASSETS	\$ _____	

LIABILITIES AND NET WORTH

1. Notes Payable To banks regular	\$ _____	
(For certified check)		_____
Equip. Obligations		_____
Others		_____
2. Accounts Payable Current	\$ _____	
Past Due		_____
3. Real Estate Mortgages		_____
4. Other Liabilities		_____
5. Reserves		_____
6. Capital Stock Paid up Common		_____
7. Surplus _____		
TOTAL LIABILITIES	\$ _____	

PROPOSED PAYMENT SCHEDULE

(Percentage of Commission Paid To the County of El Paso)

Vendor agrees to pay the County of El Paso _____% of ALL Net Sales.

EXHIBIT ONE

Equipment List

Contractor MUST carry comprehensive maintenance contracts on the equipment listed below throughout the entire term of the contract. At a minimum, the contracts shall include repair to existing equipment by a qualified technician, routine preventative maintenance service, and annual inspection with cleaning as appropriate. Contractor shall supply a copy of all maintenance contracts to the Facilities Management Department. Any changes or expiration of maintenance contracts shall be reported to the Facilities Management Department within 48 hours and copies of subsequent new contracts, shall be provided within five days upon expiration or cancellation of previous contract.

- 1 Walk-In Cooler/Freezer
- 2 Can Washer
- 3 Mixer 20 Qt
- 4 Convection Oven
- 5 Tilting Fry Pan
- 6 Deep Vat Fryer
- 7 Spreader Unit
- 8 Range 4 Burner
- 9 Range-Griddle
- 10 Meat Slicer
- 11 Ice Maker w/ Bin
- 12 Refrigerator 2 Section/Pass-
Through
- 13 Garbage Disposer
- 14 Dishwasher
- 15 Booster Heater
- 16 Freezer - 1 section
- 17 Food Warmer
- 18 Hot Plate
- 19 Refrigerator 2 Section
- 20 Heated Cabinets

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

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

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

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

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

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

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

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

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

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

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

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

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

COUNTY OF EL PASO PURCHASING DEPARTMENT

MDR BUILDING, 800 EAST OVERLAND
ROOM PU300, EL PASO, TEXAS 79901
(915) 546-2048, FAX: (915) 546-8180

PITI VASQUEZ, PURCHASING AGENT
JOSE LOPEZ, JR. ASST. PURCHASING AGENT
LUCY BALDERAMA, INVENTORY BID TECHNICIAN

BIDDING CONDITIONS

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

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

15. Any proposal sent via express mail or overnight delivery service must have the proposal number and title clearly marked on the outside of the express mail or overnight delivery service envelope or package. Failure to clearly identify your proposal may be cause for disqualification.
16. PURSUANT TO TEXAS GOVERNMENT CODE SECTION 2253.021, A PRIME CONTRACTOR WHO IS AWARDED A PUBLIC WORKS CONSTRUCTION CONTRACT SHALL, PRIOR TO BEGINNING THE WORK, EXECUTE TO THE COUNTY:
 - a. A PERFORMANCE BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$100,000; AND
 - b. A PAYMENT BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$25,000.
17. PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 262.032(b), ANY SUCCESSFUL BIDDER WHO IS AWARDED ANY CONTRACT IN EXCESS OF \$50,000 MAY BE REQUIRED TO EXECUTE A PERFORMANCE BOND TO THE COUNTY. SAID BOND SHALL BE IN THE FULL AMOUNT OF THE CONTRACT AND MUST BE FURNISHED WITHIN 30 DAYS AFTER THE DATE A PURCHASE ORDER IS ISSUED OR THE CONTRACT IS SIGNED AND PRIOR TO COMMENCEMENT OF THE ACTUAL WORK. ANY PERFORMANCE BOND REQUIRED PURSUANT TO THIS SECTION SHALL BE NOTED IN THE ATTACHED DETAILED BID SPECIFICATIONS OR SCOPE OF WORK. THIS SECTION DOES NOT APPLY TO A PERFORMANCE BOND REQUIRED BY CHAPTER 2253, TEXAS GOVERNMENT CODE.
18. "Beginning January 1, 2006, in order to implement HB 914 (adding new Local Government Code Chapter 176), ALL VENDORS MUST SUBMIT A CONFLICT OF INTEREST QUESTIONNAIRE (Form CIQ) disclosing its affiliations and business relationships with the County's Officers (County Judge and Commissioners Court) as well as the County employees and contractors who make recommendations for the expenditure of County funds. The names of the County Officers and of the County employees and contractors making recommendations to the County Officers on this contract are listed in the Specifications.

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

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

NOTICE:

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

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

Health Insurance Benefits Provided By Bidder

Consideration of Health Insurance Benefits*

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

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

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

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

* This page must be included in all responses.



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

RE: Bid #08-179, RFP - Management and Operation of Courthouse Cafeteria

Dear Vendor:

As of January 1, 2006, the Texas Local Government Code Chapter 176 requires all vendors and potential vendors who contract or seek to contract for the sale or purchase of property, goods, or services with any local government entity to complete and submit a Conflicts of Interest Questionnaire. A copy of the requirements regarding vendors is attached. Also attached is a copy of the Questionnaire which needs to be filed and was prepared and approved for statewide use by the Texas Ethics Commission.

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

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

County Employees: Piti Vasquez, Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Pete Gutierrez, Buyer II
Linda Gonzalez, Inventory Bid Technician
Lucy Balderama, Inventory Bid Technician
Manuel Lucero, Interim Facilities Manager
Monique Aguilar, Executive Assistant

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

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

Yes No

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

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

COUNTY OF EL PASO PURCHASING DEPARTMENT

MDR BUILDING, 800 EAST OVERLAND
ROOM PU300, EL PASO, TEXAS 79901
(915) 546-2048, FAX: (915) 546-8180

PITI VASQUEZ, PURCHASING AGENT
JOSE LOPEZ, JR. ASST. PURCHASING AGENT
LUCY BALDERMA, INVENTORY BID TECHNICIAN

Instructions: Conflict of Interest Form (CIQ)

- Please complete CIQ Form whether or not a conflict exists.
- On #4, on the CIQ form, please type/print name of company, your name, & phone number above your signature, and fax it to the County Clerks at 915-546-2012. The County Clerk will file and send you back the CIQ document number.
- It is the vendor's responsibility to submit the CIQ document number provided by the County Clerk's to the Purchasing Department. Do not forget to place the RFP, RFQ, RFI, or BID number somewhere on your CIQ form so we may know what bid you are referencing. If you do not receive your CIQ document number in a timely manner, please contact the County Clerk's office at 546-2000, ext. 3143.
- It would be in your best interest, to submit your CIQ document number with your bid/proposal. (See Bidding Schedule)
- Please note that the state law requires that the Questionnaire be filed with the COUNTY CLERK no later than the 7th business day after submitting an application, response to an RFP, RFQ or bid or any other writing related to a potential agreement with the County. Failure to file the questionnaire within the time provided by the statute is a Class C misdemeanor
- If you have any questions, please call Lucy Balderama at 915-543-3887.

COUNTY OF EL PASO PURCHASING DEPARTMENT

MDR BUILDING, 800 EAST OVERLAND
ROOM PU300, EL PASO, TEXAS 79901
(915) 546-2048, FAX: (915) 546-8180

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Instructions: Conflict of Interest Form (CIQ)

- Please complete CIQ Form whether or not a conflict exists.
- On #4, on the CIQ form, please type/print name of company, your name, & phone number above your signature, and fax it to the County Clerks at 915-546-2012. The County Clerk will file and send you back the CIQ document number.
- It is the vendor's responsibility to submit the CIQ document number provided by the County Clerk's to the Purchasing Department. Do not forget to place the RFP, RFQ, RFI, or BID number somewhere on your CIQ form so we may know what bid you are referencing. If you do not receive your CIQ document number in a timely manner, please contact the County Clerk's office at 546-2000, ext. 3143.
- It would be in your best interest, to submit your CIQ document number with your bid/proposal. (See Bidding Schedule)
- Please note that the state law requires that the Questionnaire be filed with the COUNTY CLERK no later than the 7th business day after submitting an application, response to an RFP, RFQ or bid or any other writing related to a potential agreement with the County. Failure to file the questionnaire within the time provided by the statute is a Class C misdemeanor
- If you have any questions, please call Lucy Balderama at 915-543-3887.

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) serves as an officer or director; or

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

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

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

(A) is a local government officer; and

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

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

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

- (1) September 1 of each year in which an activity described by Subsection (a) is pending; and
- (2) the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.
- (e) A person is not required to file an updated completed questionnaire under Subsection (d)(1) in a year if the person has filed a questionnaire under Subsection (c) or (d)(2) on or after June 1, but before September 1, of that year.
- (f) A person commits an offense if the person violates this section. An offense under this subsection is a Class C misdemeanor.
- (g) It is a defense to prosecution under Subsection (f) that the person filed the required questionnaire not later than the seventh business day after the date the person received notice of the violation.

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

§ 176.001. Definitions

In this chapter:

- (1) "Commission" means the Texas Ethics Commission.
- (2) "Family member" means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573, Government Code.
- (3) "Local governmental entity" means a county, municipality, school district, junior college district, or other political subdivision of this state or a local government corporation, board, commission, district, or authority to which a member is appointed by the commissioners court of a county, the mayor of a municipality, or the governing body of a municipality. The term does not include an association, corporation, or organization of governmental entities organized to provide to its members education, assistance, products, or services or to represent its members before the legislative, administrative, or judicial branches of the state or federal government.
- (4) "Local government officer" means:
- (A) a member of the governing body of a local governmental entity; or
- (B) a director, superintendent, administrator, president, or other person designated as the executive officer of the local governmental entity.
- (5) "Records administrator" means the director, county clerk, municipal secretary, superintendent, or other person responsible for maintaining the records of the local governmental entity.

COUNTY OF EL PASO, TEXAS

Solicitation Check List

RFP - Management and Operation of Courthouse Cafeteria Bid #08-179

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Wednesday, January 14, 2009. Did you visit our website (www.epcounty.com) for any addendums?

_____ Did you sign the Bidding Schedule?

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

_____ Did you sign the "Consideration of Insurance Benefits" form?

_____ Did you file a copy of the completed Conflict of Interest Questionnaire (Form CIQ) with the El Paso County Clerk (in person or by mail to 500 E. San Antonio, Suite 105, El Paso, TX 79901 or by fax to 915-546-2012 attention Joann County Clerks office number is 915-546-2071 and write the confirmation number given as proof of filing on your bidding schedule?

_____ **CIQ forms** - you must write the name of your company underneath the signature with your phone number and bid number. Please include the completed and signed form with your response whether a relationship exists or not.

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

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