



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

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### **Notice to Interested Parties**

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 800 E. Overland, RM 300, El Paso, Texas 79901 before 2:00 p.m., Friday, May 31, 2013 to be opened at the County Purchasing Office the same date for Health Benefits Plan Program for the County of El Paso.

The deadline to complete and return the provided "Use and Disclosure Agreement" to the purchasing department is **May 22, 2013 at 5:00 p.m. by e-mailing it to [arahernandez@epcounty.com](mailto:arahernandez@epcounty.com)** .

**Proposals must be in a sealed envelope and marked:  
"Proposals to be opened May 31, 2013  
Health Benefits Plan Program  
for the County of El Paso  
RFP Number 13-031"**

**Any questions or additional information required by interested vendors must be submitted in writing to the attention of the Assistant County Purchasing Agent before Wednesday, May 15, 2013, 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.

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.

**JOSE LOPEZ, JR.**  
Assistant Purchasing Agent

# IMPORTANT NOTICE FOR VENDORS

## EL PASO COUNTY CODE OF ETHICS TRAINING REQUIREMENT FOR VENDORS

**Vendors.** Any vendor involved in a single procurement exceeding \$50,000 must complete training on the El Paso County Code of Ethics. **This training must be completed prior to submitting a bid or proposal, responding to a request for qualifications or proposals, or otherwise contracting with the county.** The training must be completed by an officer, principal, or other person with the authority to bind the vendor. The certification of completed training on the Ethics Code issued by the County Human Resources Department is valid for one (1) calendar year from the date of completion. A list of those Vendors with a current certification of completion and the corresponding date of expiration shall be maintained on the El Paso County website under the Purchasing Department's Current List of Training Certified Bidders. This training requirement does not apply to emergency purchases.

### Training

In compliance with Section 161 of the Texas Local Government Code, training on the El Paso County Code of Ethics will be accessible in an online format to Vendors and Lobbyists on an ongoing basis, subject only to limitations due to technical resources. No person or entity required to complete training will have to do so more than once per year.

**The required training for Vendors may be accessed and completed at: <http://www.epcounty.com/ethicscom/training.htm>**

Once you have taken the ethics training course print out the confirmation and attach a copy to your proposal. Keep a copy for future references/proposals.

**To view the list of the Vendors, the representatives and the date it expires.**

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

❖ **Select:**

#### **Vendors Who Have Completed Ethics Training**

If you have taken the training and your name has not been added to the list, Please contact Gabby at our Human Resource Department at (915)546-2218 ext. 4069.



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

**Memorandum**

**To:** All Vendors  
**From:** Jose Lopez, Jr., Assistant Purchasing Agent  
**Date:** February 6, 2012  
**Subject:** County Purchasing New Vendor/Bid System & Online Vendor Registration

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The Purchasing Department will be implementing its new bid processing vendor notification/registration system on April 1, 2012. The new system will allow vendors to register and maintain their vendor file real time without the intervention of the Purchasing Department. Vendors will maintain their address information and contact information; as well as the commodity information that the vendor wants to be considered for on County bid solicitations. Vendors will be given a choice of receiving hard copy bid notifications, or electronic notifications to the vendors designated email and/or cellular telephone text number. We hope that the changes will help our vendors receive their solicitations in a more effective and efficient manner that will benefit both the County and the vendor with more timely, accurate, competitive bids.

All vendors wishing to receive or continue to receive bid notifications must register by April 1, 2012. The Purchasing Department will be migrating to the new vendor system on April 1, 2012 and all vendors that have not registered in the new system will not receive bid notifications. Thank you for your cooperation. If you have any questions please contact me at (915)546-2068, or Sally Borrego at (915)546-2048.

**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:

F. O. B. El Paso County

<p><b>Description – RFP # 13-031</b>  <b>Health Benefits Plan Program</b>  <b>for the County of El Paso</b>  Vendor must meet or exceed specifications</p>
<p>Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. <b>Please submit two (2) hard copies one (1) marketed original and four (4) electronic formatted (preferably on a flash drive media the questionnaire response and claims repricing responses must be formatted in Microsoft Excel) copies of your proposal.</b></p>

\_\_\_\_\_  
Company

\_\_\_\_\_  
Mailing Address

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

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

\_\_\_\_\_  
Ethics Representative (refer to page 2)

\_\_\_\_\_  
Ethics Training Date or Expiration Date

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

\_\_\_\_\_  
Conflict of Interest Questionnaire (CIQ)  
Filed Date

\_\_\_\_\_  
DUNS Number

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

\_\_\_\_\_  
Telephone Number include area code

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Fax Number include area code

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

**\*\*\*THIS MUST BE THE FIRST PAGE ON THE PROPOSAL SUBMITTED\*\*\***

# **Health Benefits Plan Program for the County of El Paso**

**RFP #13-031**



**Opening Date  
Friday, May 31, 2013**

**Services Requested:**

TPA claims administration for medical and dental plans

Managed Medical and Dental Provider Network

Pharmacy Benefit Management programs

Stop Loss Reinsurance

COBRA/HIPAA administration

Disease Management programs

Wellness programs and initiatives

Fitness and Employee Assistance Programs

Retiree Medical Insurance

Third Party Administrator eligibility services

125 Pre Tax Plan Administration

132 Parking Plan Administration

**General Information**

The County of El Paso currently makes available to its employees a self-funded plan of medical and dental benefits, along with a Section 125 Plan offering Flexible Spending Accounts and Dependent Care Accounts, as well as a Section 132 Pre-Tax Parking Plan, and an Employee Assistance Plan.

At this time, by means of this Request for Proposal, the County of El Paso is seeking proposals from qualified persons or entities who can provide the following services, as more fully described in this RFP for a January 1, 2014 effective date:

Service / Benefit Description	Current Vendor
Third Party Medical Claims Administration	HealthScope Benefits
Managed Medical Network Access	Advantage Care Network
COBRA Administration	HealthScope Benefits
Pharmacy Benefit Management	Express Scripts
Stop Loss Reinsurance	HCC Life Insurance Company
Section 125 and 132 Plan Administration	HealthScope Benefits
Employee Assistance Program	Choice Consulting

The following acronyms are used in this document and for purposes of this Request for Proposal the following meanings will be assumed.

- AWP – Average Wholesale Price
- CDHP – Consumer Driven Health Plan – any configuration
- COB – Coordination of Benefits
- COBRA - Consolidated Omnibus Budget Reconciliation Act of 1985
- DAW – Dispense As Written
- DUR – Drug Utilization Review
- EOB – Explanation of Benefits
- EPO – Exclusive Provider Organization
- FOB – Free On Board
- HIPAA – Health Insurance Portability and Accountability Act
- ID card – Identification Card
- IPA – Independent Practice Association
- IVR – Integrated Voice Response
- MAC – Maximum Allowable Cost
- PBM – Pharmacy Benefit Manager
- PHO – Physician Hospital Organization
- PPO – Preferred Provider Organization
- RFP – Request for Proposal
- SPD – Summary Plan Description

**Goals and Objectives**

The County of El Paso has decided to conduct this RFP review process in order to:

Review these aspects of the County of El Paso’s benefit programs to ensure price competitiveness, service and benefit access at optimum levels.

Maintain or improve the benefit levels in force, if economically feasible.

Improve cost minimization by investigating alternatives.

Assess long term alternatives for managing the employee benefits programs.

The County of El Paso may elect to award one or more categories of the Services, or parts thereof, separately and independently to Qualified Proposers. Therefore, among other things, the County of El Paso reserves the right to select a network provider independent of offers submitted with Third Party Administration proposals, the right to select a stop loss insurer independent of offers submitted with Third Party Administration proposals, and the right to select a Pharmacy Benefit Manager independent of offers submitted with Third Party Administration proposals. Unless otherwise expressly stated in its proposal, a Proposer agrees to accept any such partial award, if made.

The County of El Paso will entertain responses on bundled or unbundled Services. A response for unbundled Services should include all Services contained within a particular category of Services. A response for Bundled Services may be through one Proposer providing one or more categories of Services or two or more Proposers submitting a joint response to this RFP.

Willingness to work with outside vendors who may provide other vital services to the County of El Paso is required. In that regard, in the event the County of El Paso awards one or more categories of the Services, or parts thereof, separately and independently, each Proposer receiving an award from the County of El Paso shall be expected to work well with the other awarded Proposers. If any Proposer believes it may have difficulty in working well with any other potential Proposer, the same should be disclosed in the response.

Any Proposer who is under common control or ownership with any other Proposer, whether or not for the same category of Services, shall disclose the same in its response. Any Proposer who is affiliated with any other Proposer, whether or not for the same category of Services, by means of a contractual or other relationship, shall disclose the same in its response

Any person or entity responding to this RFP shall be referred to herein as a "Proposer". Any reference to "you", "your", or derivation thereof refers to any actual or potential Proposer reviewing this RFP.

The County of El Paso reserves the right to return to the top candidates to request a final proposal based upon one or more components of the initial proposal. The County of El Paso reserves the right to negotiate certain terms and conditions relative to the contract(s) for particular awarded services (each, a "Contract").

## **Consultant**

HUB International Insurance Services, El Paso, has been engaged to assist in preparing this RFP document, the analysis of responses and in the selection process.

## **Proposal Specifications**

Each proposer is encouraged to present proposals that are based on its unique capabilities and resources and that, at the same time, recognize the County of El Paso's specific needs.

The assumptions upon which a proposal should be based are outlined in this RFP.



The County of El Paso will accept only one proposal (response from each) per Proposer. Multiple proposals from different Proposer offices or representatives will not be accepted.

**Two (2) Hard Copies, one (1) marked original** and **four (4)** electronic formatted (preferably on a flash drive media the questionnaire response and claims repricing responses must be formatted in Microsoft Excel) copies of the proposal should be delivered to the County of El Paso. Any other electronic documents submitted should be in a searchable file format using Microsoft Word or Adobe Acrobat Reader.

Do not make any changes to the questions or tables in this RFP. You are welcome to elaborate and offer additional information to supplement your response in separate documents.

### **Proposal Presentation**

Proposers may be requested to make a formal presentation at the County of El Paso's headquarters in El Paso, Texas. The County of El Paso reserves the right to record all presentations.

### **Claim Office or Site Visit**

The County of El Paso may wish to conduct an on-site review and evaluation of the claims processing, offices, or facilities of one or more Proposers. It is expected that any such Proposer will provide a live demonstration of the entire scope of its operations, including (but not limited to) claims adjudication, claim inquiries, utilization review, provider auditing techniques, provider referral procedures, and internal quality assurance.

### **Contract Terms**

The County of El Paso intends to award a three-year initial contract from January 1, 2014 through December 31, 2016, with the County of El Paso retaining the right to renew for up to two additional one-year renewal terms.

### **Contract**

Each Proposer receiving an award from the County of El Paso will be expected to agree to a Contract in form and substance satisfactory to the County of El Paso and its legal counsel.

### **General Conditions and Instructions**

If any person or entity was employed or retained by Proposer on a commission, percentage, or contingent fee to solicit or secure an award under this RFP, the same shall be disclosed in the response.

It is important that all Proposers complete the appropriate tabs in the County of El Paso Questionnaire Excel Worksheet contained in the Exhibits section of the RFP.

Your proposal responses should be based on the following assumptions and background information:

## **Effective Date**

January 1, 2014

## **Background Information**

The County of El Paso has self-funded its medical and dental benefits plans for over twenty years. The current agreements with the current providers will expire on 12/31/13. The current agreement does not have any remaining contract extension provisions. The County of El Paso is seeking proposals from qualified proposers to provide the requested services to administer these plans.

Currently, the County of El Paso offers three medical benefit plans and one dental plan. Benefit booklets and rates are provided in the materials supporting this solicitation. At this time, the County of El Paso is requesting that proposers confirm their ability to offer the current benefit plan designs, one of which is a CDHP plan with an HSA account. Proposers should also include offers to provide HSA services as well. The County of El Paso reserves the right to amend the benefit plans at any time. At this time, there is no intention to change the plans on the next anniversary date, January 1, 2014.

The County of El Paso also prefers to maintain the grandfathered status of its non-CDHP benefit options. All Benefit options contain a tiered hospital PPO network where the University Medical Center receives the highest benefit reimbursement compared to the PPO network providers as described in its SPD and benefit summaries.

Proposers are not expected to process any run about claims administration from the current administrator.

## **Pharmacy Benefits Management**

The County of El Paso currently participates in the Retiree Drug Subsidy Program offered by CMS. Any proposing PBM should confirm its ability to support the County of El Paso with eligibility and cost submissions.

The County of El Paso would also entertain participating in an Employer Group Waiver Program to maximize the value of its Medical Eligible Prescription Drug Benefits. Each Proposer should describe its abilities to offer an EGWP program to the County of El Paso.

The County of El Paso also manages a self-funded Workers Compensation Program. While this solicitation is not requesting PBM services for the Workers Compensation Program, please describe your organizations ability to expand your PBM services to encompass the needs of a Workers Compensation Program in the future in the event the County would like to contract these services with your organization also.

## **Retiree Medical Insurance**

While the County of El Paso currently offers self-funded plans to both its Medicare and Non-Medicare Eligible employees, the County will entertain fully insured proposal for retiree insurance coverages similar to the benefits currently offered.

## Claims Re-pricing Requirement

If your organization intends to provide medical provider network access you must follow these instructions to complete and submit a response to a re-pricing exhibit for medical and pharmacy claims.

- Complete and return the provided "Use and Disclosure Agreement" to the purchasing department by **May 22, 2013 at 5:00 p.m. by e-mailing it to [arahernandez@epcounty.com](mailto:arahernandez@epcounty.com)** .
- Upon receipt of a properly executed form, the Purchasing department will provide HUB International Insurance Services your contact information and an encrypted file will be transmitted to you electronically.
- Return the completed file along with your proposal submission on a separate flash drive in a sealed envelope marked "confidential".
- The County is a political subdivision of the State of Texas and is governed by the Texas Public Information Act, Chapter 552, Texas Government Code (the "Act"). If your response to the RFP contains material that you consider Confidential Information, you must indicate prominently on your response which sections are considered confidential. In the event the County receives a request under the Public Information Act for information you have deemed Confidential Information, it shall promptly notify you pursuant to the requirements of the Act, which places on you the burden of establishing the confidentiality of information pursuant to the Act, see section 552.305. It is expressly agreed that the County may request a determination from the Attorney General of the State of Texas in regard to the application of the Public Information Act to the requested information and whether the information is to be made available to the public. It is further agreed that County, its officers and employees shall have the right to rely on the determinations of the Texas Attorney General, and that County, its officers and employees shall have no liability to Vendor for disclosure to the public in reliance on a decision by the Attorney General. Nothing in this agreement shall require Vendor or County to violate the terms of the Public Information Act.
- The re-pricing results should not apply any deductibles or co-share amounts. Assume all claims are eligible under the benefit plan.
- Please re-price each claim, line by line, and summarize claim re-pricing amounts by hospital, physician, ancillary facility and all other claims. Itemize any claims provided that are not used in your re-pricing exhibit and provide a summary explanation as to why the claim was disallowed.

## Stop Loss Re-insurance

The County of El Paso currently maintains an individual stop loss deductible for medical and prescription drugs of \$225,000 with an unlimited lifetime maximum benefit. The County of El Paso does not purchase aggregate stop loss. Please submit offers using these criteria based upon both an initial 12/12 and 15/12 basis.

## Net of Commissions

All offers are to be submitted net of agent or broker commissions.

## Value Added Services

In addition to the core services requested and currently provided, the County of El Paso is interested in any additional Value Added Services that your organization may offer. You are invited to provide a description of any additional services that may meet that description, such as educational seminars, on site wellness support and initiatives, health fair involvement, et cetera.

## General Services Provided

All Proposers must provide billing and eligibility reconciliations.

Since the County of El Paso reserves the right to award contracts to individual Proposers, each Proposer must have the capability and willingness to work with other Proposers if necessary and as otherwise described in this RFP.

All Proposers must be HIPAA compliant and willing to enter into a mutually agreeable Business Associates Agreement.

The County of El Paso reserves the right to select a network provider and / or Pharmacy Benefit Manager and/or stop loss provider independent of offers included with Third Party Administration proposals. Each Third Party Administrator Proposer needs to describe its ability to work with a wide variety of network, providers and Pharmacy Benefit Managers if necessary.

All selected Proposers will need to establish links with County of El Paso's website and provide plan documents, forms, etc. as described in the County of El Paso Questionnaire exhibit.

## Online Enrollment and Eligibility

The County of El Paso uses an on-line enrollment service provided by Inroll. Inroll manages all employee benefit elections and changes electronically, and transmits eligibility data to the appropriate vendors. All proposers should confirm their ability to coordinate eligibility exchanges with Inroll in their response. Additional information regarding Inroll can be obtained from their website at [www.usebsg.com](http://www.usebsg.com) or via inquiry through the County of El Paso Purchasing Department.

## Rates and Fees

Whenever possible, any rates and fees should be guaranteed for the initial term of this agreement.

All rates and fees quoted should **exclude commission payments**. If your proposal must contain any commissions or fees paid to non-employees of your company then full disclosure of the fees paid, the recipient receiving any fees, and services provided by any-non-employee of your organization must be made.

All fees should be guaranteed on as per employee per month or per member per month basis for all services.

Administrative fees and rate-setting methodology for each year should be guaranteed for an initial term of 36 months or until December 31, 2016. Two additional 12-month time periods

should be described in the event of a contract extension. Subsequently, changes in rates and fees must be provided six (6) months in advance.

Fees for COBRA administration can be quoted separately or identified as included in the base administration fee.

Fees for HIPAA administration can be quoted separately or identified as included in the base administration fee.

Fees for network access should be quoted separately or included in the base administration fee.

Fees for Utilization Review/Utilization Management should be quoted separately or identified as included in the base administration fee.

Fees for Pharmacy Benefit Management, including administrative fees, dispensing fees, special program fees, discount guarantees and rebate guarantees should be quoted separately or identified as included in the base administration fee.

Fees for Stop Loss Reinsurance should be quoted separately.

## **Account Structure**

The County of El Paso will provide monthly eligibility data to the administrator for all covered employees via Inroll.

The County of El Paso currently segments the population into the following categories for eligibility and claims data management: (a) CDHP; (b) Core Plan; (c) Buy Up Plan. Each plan is further segmented to break out Active Civilian Employees, Sheriff's Department Employees; COBRA Participants by Plan; Non-Medicare Eligible Retiree Participants by Plan; and Medicare Eligible Participants by Plan.

## **Administration Materials**

Claim and enrollment forms, provider directories, survey forms, summary plan description booklets, postage and other administrative materials to be prepared by administrator, with cost included in quoted fee.

## **Future Employee Contributions**

The County of El Paso's reserves the right to modify employer contributions at any time in the future.

## **Benefit Plan Year**

January 1 to December 31. However, the County of El Paso reserves the right to change the plan year time frame in the future.

## **Medical Plan Administration Performance Guarantees**

Performance standards in the areas of account management, health plan development and maintenance, member service, claims processing, data reporting and analysis, and

implementation are described in the worksheet that follows. The standards are a part of the required proposal and will be a part of the contract. Any deviations must be highlighted. The standards and guarantees are noted below.

The criteria and guarantees are considered to be client specific – not based upon your book of business or assigned teams or departments. If you cannot meet this requirement your response must clearly identify how you calculate your metrics.

If you are willing to establish claim target guarantees, please explain your methodology in establishing the target and the formula for reward / penalty if the target is met / failed. The County of El Paso reserves the right to negotiate performance guarantees with any network provider upon review of offers received.

**Performance Guarantees**

**1. Member Satisfaction**

Guarantee	Reduction
<p>Proposer will develop and implement a mutually acceptable annual survey to evaluate member satisfaction with Proposer’s performance, the performance of medical providers, and general satisfaction with the plan design in an effort to gauge general member understanding of the health plan.</p> <p>Measurement criteria: Random sample survey designed with client approval.</p>	<p>The reduction will be \$5,000 if the 75% satisfaction or better with Proposer’s performance is not met.</p>

**2. Claim Adjudication (Payment Accuracy)**

Guarantee	Reduction
<p>Proposer will guarantee the claim adjudication payment process will not exceed an error rate of 3% in any given quarter.</p> <p>Definition: Number of correct claims payment divided by total number of payments made, expressed as a percentage.</p> <p>Measurement criteria: Random sample audit or vendor generated management reports mutually agreed to report required information.</p>	<p>The maximum reduction will be 5% of the administrative fees for any month that the standard is not met.</p>

### 3. Claim Coding Accuracy

Guarantee	Reduction
<p>Proposer will guarantee the average coding accuracy will be 97.5% or higher in any given quarter.</p> <p>Definition: Coding accuracy is determined by dividing the number of correct coding entries by the total number of coding.</p> <p>Measurement criteria: Vendor's internal quality control program will be used.</p>	<p>Proposer will reduce its administrative fee by \$1,500 for each ½ % that coding accuracy drops below 97.5% for any month.</p>

### 4. Claim Adjudication Turnaround – Non-Investigated Claims

Guarantee	Reduction
<p>Proposer will guarantee the average claim turnaround time for non-investigated claims during the contract period will not exceed an average of 16 calendar days for 90% of processed claims.</p> <p>Definition: A non-investigated claim shall mean a complete claim received with information sufficient to allow the vendor to make a final claim determination. Proposer measures turnaround time from the claimant's viewpoint. That is, turnaround time is measured from the date the check or EOB is mailed for member payable claims or is in a ready for payment status for providers. Weekends or holidays are included in the turnaround time.</p> <p>Measurement criteria: A computer generated turnaround time report for specific claims will be provided on a monthly basis.</p>	<p>If the cumulative quarterly turnaround time exceeds an average of 16 calendar days, vendor will reduce its administrative fee by \$7500 for each day, to a maximum of \$5,000 per month.</p>

### 5. Claim Dollar Payment Accuracy

Guarantee	Reduction
<p>Proposer will guarantee the average claim payment accuracy, as measured by the dollar amount of claims paid accurately divided by the total dollars, will be 98% or higher in any given quarter.</p>	<p>Proposer will reduce its administrative fee by \$1,500 for each 1% that coding accuracy drops below 98% up to a maximum reduction of \$5,000 for a given month.</p>

<p>Definition: Accuracy shall be determined by dividing the total dollar amounts overpaid, as well as underpaid, by the sum of amounts actually paid. This is the error rate that then is subtracted from 100% to determine the claims accuracy level.</p> <p>Measurement criteria: Vendor's internal quality control program results for assigned processors will be used.</p>	
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**6. Data Reporting Delivery**

Guarantee	Reduction
Standard reports will be delivered within 20 calendar days of the previous month	The reduction will be \$1,500.

**7. Customer Service**

Guarantee	Reduction
<p>Telephone Service: 80% of calls answered within 60 seconds.</p> <p>Less than 5% of calls abandoned.</p>	<p>Proposer will reduce administrative fees by \$750 for each 5% that the standard is not met up to a maximum of \$3,000 in any given month.</p>



## 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

\* All three (3) pages of this document must be included in all responses.

# COUNTY OF EL PASO PURCHASING DEPARTMENT

MDR Building, 800 E. Overland  
ROOM 300, EL PASO, TEXAS 79901  
(915) 546-2048, FAX: (915) 546-8180

JOSE LOPEZ, JR. ASST. PURCHASING AGENT  
LUCY BALDERAMA, INVENTORY BID TECHNICIAN  
ARACELI HERNANDEZ, INVENTORY BID TECHNICIAN  
ELVIA CONTRERAS, FORMAL BID BUYER

## PROPOSAL CONDITIONS

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

1. BY SUBMITTING A PROPOSAL, 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 PROPOSAL; THE WAIVER BY EL PASO COUNTY OF ANY REQUIREMENTS UNDER THE PROPOSAL DOCUMENTS OR THE CONTRACT DOCUMENTS; THE ACCEPTANCE OR REJECTION OF ANY PROPOSAL; AND THE AWARD OF THE CONTRACT.
2. Proposal must be in the Purchasing Department **BEFORE** the hour and date specified. Faxed proposals will not be accepted.
3. Late proposals properly identified will be returned to proposer unopened. Late proposals will not be considered under any circumstances.
4. All proposals are for new equipment or merchandise unless otherwise specified (merchandise only).
5. Quotes F.O.B. destination. If otherwise, show exact cost to deliver (merchandise only).
6. Proposal unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. RFP subject to unlimited price increases will not be considered.
7. Proposals must give full firm name and address of offeror. Failure to manually sign the proposal 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 for merchandise.
9. The County reserves the right to accept or reject all or any part of the proposal, waive minor technicalities and award the proposal to the lowest responsible proposer. The County of El Paso reserves the right to award by item or by total proposal. Prices should be itemized.
10. RFP \$100,000.00 and over, the proposer 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 prices and execute with a surety company authorized to do business in the State of Texas. The bid bond must be included with the proposal 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 (merchandise only).
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 RFP 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 PROPOSERS RESPONSE SUBMITTED TO THE PURCHASING DEPARTMENT. **IF FORM IS NOT COMPLETED AND FILED WITH THE COUNTY CLERK'S OFFICE, PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE.**

Proposers should be aware that this proposal 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?

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

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

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**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 E. Overland, RM 300  
El Paso, Texas 79901  
(915) 546-2048  
(915) 546-8180 Fax

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RE: RFP #13-031, Health Benefits Plan 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 Veronica Escobar  
Commissioner Carlos Leon  
Commissioner Sergio Lewis  
Commissioner Vicente Perez  
Commissioner Dan Haggerty

County Employees: Jose Lopez, Jr., Assistant Purchasing Agent  
Peter Gutierrez, Buyer II  
Elvia Contreras, Formal Bid Buyer  
Araceli Hernandez, Inventory Bid Technician  
Lucy Balderama, Inventory Bid Technician  
Edward Dion, County Auditor  
Wallace Hardgrove, Budget & Financial Manager  
Lee Shapleigh, Assistant County Attorney  
Josie Brostrom, Assistant County Attorney  
Michael Martinez, Contract Admin. Manager  
Claudia Duran, Assist. Contract Manager  
Betsy Keller, HR Director  
Sam Trujillo, HR Manager  
Lupe Jauregui, HR Benefits Specialist  
Melissa Carrillo, HR Assistant Director  
Jim Fashing, RPB  
Wayne Diggs, RPN  
Rick Hernandez, RPB  
Kathryn Hairston, RPB  
Justin Pretiger, RPB  
Wallace Hargrove, Auditor Office  
James Utterbach, Auditor Office  
Randy McGraw, Consultant  
Rebecca Quinn, County Attorney's Office



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

## COUNTY OF EL PASO PURCHASING DEPARTMENT

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JOSE LOPEZ, JR. ASST. PURCHASING AGENT  
ELVIA CONTRERAS, FORMAL BID BUYER  
LUCY BALDERAMA, INVENTORY BID TECHNICIAN  
ARACELI HERNANDEZ, INVENTORY BID TECHNICIAN

MDR BUILDING, 800 E. OVERLAND  
ROOM 300, EL PASO TEXAS 79901  
(915)546-2048, FAX (915)546-8180

### **Instructions: Conflict of Interest Form (CIQ)**

- ***Please complete CIQ Form whether or not a conflict exists.***
- **Box #1 All Vendors** Must Print Clearly their names and company name.
- **Box #2** If the vendor has already filed a CIQ for the current year and is updating (filing a new one) due to changes on proposal, please check box. If this is the first time within the current year that the vendor is submitting a CIQ, then do not check this box.
- **Box #3** If you are filing a disclosure of conflict of interest, meaning that you do have a relationship with someone listed on the page prior to the CIQ form on your BID, RFP, RFQ, or RFI, then you must print the name of the person whom you have a business relationship with.
- If you answer **yes** to any of the following: **Item A, B, C** you have a conflict and must disclose on this form.
- **Item D** List the type of relationship and what department in the local government the person you have listed in **Box #3**.
- **Box #4** Please have the person that is named on **Box# 1**, sign and date in this box. We request a contact number in case there are any questions or form is missing information. This is a courtesy to you.
- It is the vendor's responsibility to submit the CIQ document number provided by the County Clerk's to the Purchasing Department.
- 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, RFI 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 and will disqualify your proposal offer.
- File a 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 915-543-3816 the attention of the County Clerks office.
- If filing by fax use your fax confirmation (date/time) for your records. To obtain a copy/CIQ document number go to our website at [www.epcounty.com](http://www.epcounty.com), click on public records, click on to [Official Public Records](#) - Deeds of Trust, Liens and other public documents (County Clerk), type in the name of your company, on Style: scroll to CIQ-Conflict INT. QUESTIONNAIRE, and click on Search. It will be available on the web-site approximately 7 to 15 business days. Please fax a copy of your fax confirmation (date/time) to The Purchasing Department at (915) 546-8180. If you have not yet placed it in your Bid, RFP, RFQ, RFI. **If form is not completed and filed with the County Clerk's office, proposal will be considered non-responsive.**
- If you have any questions, please call Araceli Hernandez or Elvia Contreras at 915-546-2048

# 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

RFP # 13-031

**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.

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 06/29/2007

**Tex. Local Gov't Code § 176.006**

**Sec. 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 if the person has a business relationship with a local governmental entity and:

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

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

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

(b) The commission shall adopt a conflict of interest questionnaire for use under this section that requires disclosure of a person's business relationships 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 employment or business relationship the person has with each local government officer of the local governmental entity;
- (2) identify each employment or business relationship described by Subdivision (1) with respect to which the local government officer receives, or is likely to receive, taxable income, other than investment income, from the person filing the questionnaire;
- (3) identify each employment or business relationship described by Subdivision (1) with respect to which the person filing the questionnaire receives, or is likely to receive, taxable income, other than investment 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; and

(4) describe each employment 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.

(d) A person described by Subsection (a) shall file an updated completed questionnaire with the appropriate records administrator not later than the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

(e) Repealed by Acts 2009, 81st Leg., R.S., Ch. 87, Sec. 15.005, eff. September 1, 2009.

(f) A person commits an offense if the person knowingly violates this section. An offense under this subsection is a Class C misdemeanor.

(g) It is an exception to the application of Subsection (f) that the person filed the required questionnaire not later than the seventh business day after the date the person received notice from the local governmental entity of the alleged violation.

(h) A local governmental entity does not have a duty to ensure that a person described by Section 176.002 files a conflict of interest questionnaire.

(i) The validity of a contract between a person described by Section 176.002 and a local governmental entity is not affected solely because the person fails to comply with this section.

Added by Acts 2005, 79th Leg., Ch. [1014](#), Sec. 1, eff. June 18, 2005.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. [226](#), Sec. 6, eff. May 25, 2007.

Acts 2007, 80th Leg., R.S., Ch. [226](#), Sec. 9, eff. May 25, 2007.

Acts 2009, 81st Leg., R.S., Ch. [87](#), Sec. 15.005, eff. September 1, 2009.

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#### TEXAS LOCAL GOV'T CODE § 176.006

Sec. 176.001. DEFINITIONS. In this chapter:

(1) "Agent" means a third party who undertakes to transact some business or manage some affair for another person by the authority or on account of the other person.

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

(1-b) "Charter school" means an open-enrollment charter school operating under Subchapter D, Chapter 12, Education Code.

(1-c) "Commission" means the Texas Ethics Commission.

(1-d) "Contract" means a written agreement for the sale or purchase of real property, goods, or services.

(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, except that the term does not include a person who is considered to be related to another person by affinity only as described by Section 573.024(b), Government Code.

(2-a) "Goods" means personal property.

(2-b) "Investment income" means dividends, capital gains, or interest income generated from:

(A) a personal or business:

- (i) checking or savings account;
- (ii) share draft or share account; or
- (iii) other similar account;

(B) a personal or business investment; or

(C) a personal or business loan.

(3) "Local governmental entity" means a county, municipality, school district, charter school, 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;

(B) a director, superintendent, administrator, president, or other person designated as the executive officer of the local governmental entity; or

(C) an employee of a local governmental entity with respect to whom the local governmental entity has, in accordance with Section 176.005, extended the requirements of Sections 176.003 and 176.004.

(5) "Records administrator" means the director, county clerk, municipal secretary, superintendent, or other person responsible for maintaining the records of the local governmental entity or another person designated by the local governmental entity to maintain statements and questionnaires filed under this chapter and perform related functions.

(6) "Services" means skilled or unskilled labor or professional services, as defined by Section 2254.002, Government Code.

Added by Acts 2005, 79th Leg., Ch. [1014](#), Sec. 1, eff. June 18, 2005.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. [226](#), Sec. 1, eff. May 25, 2007

**COUNTY OF EL PASO GUIDELINES AND CRITERIA  
FOR  
CONSIDERATION OF LOCATION  
OF BIDDER'S PRINCIPAL PLACE OF BUSINESS  
(LOCAL BUSINESS PREFERENCE POLICY)**

**I. AUTHORIZATION**

Section 271.905 of the Texas Local Government Code authorizes the County of El Paso to give consideration to the location of a bidder's principal place of business in awarding the bid ("Local Business Preference"). In order to do so, the County Commissioners Court must determine, in writing, that the local bidder offers the County the best combination of contract price and additional economic development opportunities for the County created by the contract award, including the employment of residents of the County and increased tax revenues to the County.

**II. GENERAL PURPOSE AND INTENT**

**A.** The purpose and intent of these Guidelines and Criteria is to set forth the parameters under which the County of El Paso may consider the location of a bidder's principal place of business in awarding the bid.

**B.** All applications for consideration will be considered on a case-by-case basis, and the decision to approve or deny consideration shall be at the discretion of the El Paso County Commissioners Court.

**C.** The County of El Paso reserves the right to reject all bids; award a contract to the lowest bidder; or to award the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

**III. FACTORS THAT THE COUNTY MAY CONSIDER IN AWARDING A CONTRACT UNDER THE LOCAL PREFERENCE POLICY**

**A.** The bids must be for any real property or personal property that is not affixed to real property.

**B.** The location of the bidder's principal place of business must be in the County, as evidenced by submission of the current and valid Franchise Tax Certificate and the Certificate of Account Status on file with the Texas Secretary of State, or other documents if applicable under the Texas Business Organizations Code.

**C.** The bidder's bid price must be within 3% of the lowest and best qualified bid.

**D.** The bidder must include in the bid a written application for the Local Business Preference providing objective information satisfactory to the Commissioners Court as to how the award of the bid will lead to additional economic development opportunities for the County created by the contract award, including (1) The employment of County residents, and (2) Increased tax



revenues to the local government. Such information shall be as appropriate to the type of bid, but may include, but is not limited to:

- (i) bid amount as percentage of reported local annual sales/revenue;
- (ii) economic impact- number of employees added within past 12 months
- (iii) new job by salary category
- (iv) local annual property taxes paid

E. The bidder must not be tax-delinquent as to federal, state, or local taxes.

F. The bidder may not subcontract the award, or any part of the award.

G. The bidder must not be indebted to the County. "Debt" includes delinquent taxes, fines, fees, and delinquencies arising from written agreements with the County. (This provision will take effect immediately upon the action by Commissioners Court required under Texas Local Government Code section 262.0276).

H. In determining who is a responsible bidder, the commissioners court may take into consideration the safety record of the bidder, of the firm, corporation, partnership or institution represented by the bidder. (This provision will take effect immediately upon the action by Commissioners Court required under Texas Local Government Code section 262.0275).

I. All bidders, including owners, principals or officers if the bidder is a corporation or other legal entity, seeking Local Business Preference will be required to submit an affidavit of any and all political contributions to members of Commissioners Court for the previous 12 months.

J. A business in which a member of Commissioners Court has a substantial business interest as defined under Texas Local Government Code Chapter 171 is not eligible for consideration under the Local Business Preference Policy.

#### IV. APPLICATION

A. **Case By Case Basis.** If the Purchasing Agent and Procurement Review Panel determines that a proposed bid is appropriate for Local Business Preference, it will include in the bid the information required from the bidder. Only bids for real property or personal property that is not affixed to real property are eligible for the Local Business Preference.

B. **Written Application:** A bidder may request consideration for Local Business Preference by submitting the required information as part of the bid. There is no charge to submit the application.

C. **Contents of Application:** The application shall consist of a completed application form. The application must include objective, verifiable information from the bidder as to how the local bidder offers the County the best combination of contract price and additional economic development opportunities for the County created by the contract award, including the employment of County residents and increased tax revenues to the County. The application form may require such financial and other information, as the County deems appropriate for evaluating the financial capacity and other relevant factors of the applicant.

**V. ADMINISTRATION**

**A. Annual Assessment:** Each September, the Purchasing Agent shall separately account for all bids awarded pursuant to the Local Preference Policy and the County Auditor shall annually determine the total value of contracts awarded pursuant to the Local Preference Policy.

**B. Annual Reports:** Each September, a company receiving a contract award pursuant to the Local Business Preference shall report to the County its annual revenues, annualized employment levels distributed by wage brackets, the addition or deletion of capital assets in excess of \$1,000,000.00, and any other pertinent information that would affect the ability of the local operation to maintain its status as a going concern.

**C. "Buy Local" Provision:** Each recipient of Local Business Preference shall additionally agree to give preference and priority to local manufacturers, suppliers, contractors and labor, except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency. The Annual Report by the company shall include a summary of the action taken by the company pursuant to the "Buy Local" Provision.

**VI. CONFIDENTIALITY**

Information that is provided to the County in connection with an application or request for Local Business Preference under these Guidelines and Criteria shall be kept confidential and not be subjected to public disclosure except as required by law, the Texas Attorney General, or by an order of a court. Written information shall be released pursuant to a request under the Public Information Act, Chapter 552 of the Texas Government Code, as amended, by the officer for public information or his or her designee in accordance with the standards established under that act for confidentiality and closed records.

Adopted this 17<sup>th</sup> day of December, 2012 by the El Paso County Commissioners Court.

ATTEST

COUNTY OF EL PASO

  
\_\_\_\_\_  
County Clerk, Delia Briones

  
\_\_\_\_\_  
County Judge Veronica Escobar

**COUNTY OF EL PASO  
LOCAL BUSINESS PREFERENCE POLICY  
APPLICATION for  
RFP NO. 13-031**

**For additional information, see the Local Business Preference Policy (attached).**

**A. Qualification as a Local Business.**

**Where is your principal place of business?**

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**Are you tax delinquent as to federal, state, or local taxes?** \_\_\_\_\_

**Are you registered to do business with the Texas Secretary of State?** \_\_\_\_\_

\_\_\_\_\_**Attach a copy of your current Franchise Tax Certificate on file with the Texas Secretary of State.**

\_\_\_\_\_**Attach a copy of your current Certificate of Account Status on file with the Texas Secretary of State.**

If the above documents do not apply, explain why and provide the equivalent documents required by the Texas Secretary of State and/or Texas Business Organizations Code for your type of business entity.

**B. Economic Development Opportunities.**

**How will the bid award lead to additional economic development opportunities for the County?** *This information includes, but is not limited to, (1) The employment of County residents, and (2) Increased tax revenues to the local government. Such information shall be as appropriate to the type of bid, but may include, but is not limited to:*

- (i) bid amount as percentage of reported local annual sales/revenue, or total commodity sales;*
- (ii) economic impact- number of employees added within past 12 months*
- (iii) new jobs by salary category*
- (iv) local annual property taxes paid*

(You may attach your answer on a separate page, if you prefer).

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**C. No Subcontracting of Award.**

The bidder may not subcontract the award, or any part of the award. Doing so will be grounds for termination of the contract and penalties. **Agreed** \_\_\_ **Yes** \_\_\_ **No**

**D. Affidavit of Contributions to members of Commissioners Court.**

Any and all political contributions by the bidder to members of Commissioners Court for the previous 12 months by the bidder must be disclosed. This includes owners, principals, or officers if the bidder is a corporation or other legal entity must be disclosed. **Complete and sign the attached affidavit.**

**E. Annual Report.** If you are awarded the bid, you must provide the County, every September, a report of your revenues for the most recent year end, annual employment levels by wage brackets, the addition or deletion of capital assets in excess of \$1,000,000.00, and any other pertinent information that would affect the ability of your business to maintain its status as a going concern.

**F. Agreement to “Buy Local.”**

If you are awarded the bid, you agree to give preference and priority to County manufacturers, suppliers, contractors and labor, except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency. Your Annual Report (see Section E) must include a summary of the action taken by the company pursuant to the “Buy Local” Provision.

**G. Confidentiality.**

Information that is provided to the County in connection with an application or request for Local Business Preference shall be kept confidential and not be subjected to public disclosure except as required by law, the Texas Attorney General, or by an order of a court. Written information shall be released pursuant to a request under the Public Information Act, Chapter 552 of the Texas Government Code, as amended, by the officer for public information or his or her designee in accordance with the standards established under that act for confidentiality and closed records.

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

Name Of Authorized Representative \_\_\_\_\_

Title Of Authorized Representative \_\_\_\_\_

Signature Of Authorized Representative \_\_\_\_\_

Date \_\_\_\_\_

AFFIDAVIT

To be completed by all vendors as described in section D of the local business preference application- By owner, if vendor is a sole proprietorship or all principals and officers if the vendor is a corporation or other legal entity

AFFIDAVIT

THE STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, who, first upon oath being duly sworn, deposed, and stated:

I am fully competent to make this affidavit, and the information contained herein is based upon my personal knowledge.

1. My name is \_\_\_\_\_. My title and principal place of business is\_\_\_\_\_.

2. For the period from January 1, 2012 to the present, I, made the following campaign contributions, gifts or any transfers of cash, checks or anything of value to any member of the El Paso County Commissioners Court, any person related by marriage or birth to the County Commissioners or County Judge or any member of the El Paso County administrative staff: (Provide Date, Amount or Cash Value of Gift, and Recipient’s Name and Title): \_\_\_\_\_.

[add any additional information you think necessary or appropriate]

\_\_\_\_\_  
Affiant

The foregoing Affidavit was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2013 by \_\_\_\_\_, (Name), \_\_\_\_\_(Title), both in his/her individual capacity and on behalf of \_\_\_\_\_(Company).

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**COUNTY OF EL PASO, TEXAS**  
**Check List**  
**Health Benefits Plan Program**  
**for the County of El Paso**  
**RFP #13-031**

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**THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE**

\_\_\_\_\_ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Friday, May 31, 2013. Did you visit our website ([www.epcounty.com](http://www.epcounty.com)) for any addendums?

\_\_\_\_\_ Did you sign the Proposal 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 915-543-3816 attention Joann) and write the confirmation number given as proof of filing on your proposal schedule? Please include the completed and signed form with your response whether a relationship exists or not. **If form is not completed and filed with the County Clerk’s office, proposal will be considered non-responsive.**

\_\_\_\_\_ If your proposal totals more than \$100,000.00 did you include a bid bond?

\_\_\_\_\_ Did you complete the mandatory ethics training course and include a confirmation print as indicated in page 2?

\_\_\_\_\_ Did you provide **two (2) hard copies one (1) marketed original and four (4) electronic formatted (preferably on a flash drive media the questionnaire response and claims re pricing responses must be formatted in Microsoft Excel) copies of your proposal?**

\_\_\_\_\_ Did you submit the **County of El Paso Local Business Preference Policy Application?**

\_\_\_\_\_ Did you e-mail the “Use and Disclosure Agreement” to the purchasing department by **May 22, 2013 by 5:00 p.m. to [arahernandez@epcounty.com](mailto:arahernandez@epcounty.com) ?**