



*County of El Paso Purchasing Department  
800 E. Overland Room 300  
El Paso, Texas 79901  
(915) 546-2048 / Fax: (915) 546-8180  
www.epcounty.com*

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### ***ADDENDUM 1***

***To: All Interested Proposers***

***From: Lucy Balderama, Inventory Bid Technician***

***Date: July 19, 2013***

***Subject: RFP# 13-044, Indigent Guardianship Services for the County of El Paso.***

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***This addendum has been issued to notify the vendors of the following:***

- ❖ Note that the proposal packet attached replaces the original packet. Please utilize the updated version.***
- ❖ The deadline for questions had been extended to Thursday, August 1, 2013.***



**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., Monday, August 12, 2013 to be opened at the County Purchasing Office the same date for Indigent Guardianship Services for the County of El Paso.

**Proposals must be in a sealed envelope and marked:  
"Proposals to be opened August 12, 2013  
Indigent Guardianship Services for  
the County of El Paso  
RFP Number 13-044"**

**Do not contact the requesting department. Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Thursday, July 25, 2013, at 12:00 p.m. Questions can be faxed to (915)-546-8180. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.**

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.

**KENNIE DOWNING**  
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 Gabriel Herrera at our Human Resource Department at (915)849-2521.



**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

**Subject:** County Purchasing New Vendor/Bid System & Online Vendor Registration

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The Purchasing Department has implemented its new bid processing vendor notification/registration system. The new system will allow vendors to register and maintain their vendor file in 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 in this new system at [www.epcounty.com](http://www.epcounty.com). /Bids & More/Vendors List. Thank you for your cooperation. If you have any questions please contact Sally Borrego at (915)546-2048.

## EL PASO COUNTY SIGNATURE PAGE

<b>Description – RFP # 13-044</b> <b>Indigent Guardianship Services for</b> <b>the County of El Paso</b> Vendor must meet or exceed specifications	
<b>Description</b>	<b>Unit Cost</b>
Service of 231 Existing Wards	\$
Additional 50 Wards	\$
Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. <b>Please submit one (1) original copy and six (6) CD copies in Word/PDF Format of your proposal.</b>	

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

\_\_\_\_\_  
Company

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

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

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

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

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

# **Indigent Guardianship Services for the County of El Paso**

**RFP #13-044**



**Opening Date  
Monday, August 12, 2013**

## **SPECIAL NOTE**

**The Special Provision section of the Request for Proposal solicitation and the exhibits attached herein are made a part of the entire agreement between the parties with respect to the subject matter of the Request for Proposal and Resultant Contract Agreement, and supersede the General Provisions, any prior negotiations, agreements and understandings with respect thereto.**

## **PURPOSE**

El Paso County, Texas issues this Request for Proposal (RFP) seeking a vendor to provide Guardianship Services to El Paso County. The Successful Proposer shall comply with all specifications listed in this Request for Proposal. This invitation for a RFP is open to businesses actively engaged in Guardianship Services. Proof of capability will be required prior to the award of a contract.

## **GENERAL INFORMATION**

The County, at its discretion, makes available Guardianship Services for individuals living in the County that its Probate Courts have probable cause to believe are incapacitated and do not have a guardian.

The County is conducting a Request for Proposal (RFP) for Guardianship Services in order to ensure the efficient delivery of cost effective services. This RFP solicits proposals for Guardianship Services necessary for the representation of a ward during a guardianship period from qualified entities (“Proposers”). The County welcomes proposals (“Proposals”) that provide the best value for these services.

The Probate Code identifies and establishes the basis of the responsibilities and legal aspects of guardianships. These interactions and responsibilities apply to all guardianship issues regardless of the nature, type or reason for the existence or need of a guardianship.

Guardianship is a relationship created by law where the Probate Court appoints a guardian who has legal authority and power to make personal and/or property decisions for another (the incapacitated person). Guardianship is a serious step and should be used only where there are no available alternatives. Guardianship deprives the incapacitated person of fundamental rights. Therefore, all guardianships should be tailored to the needs of each incapacitated person as appropriate. Individuals in need of guardianship services are vulnerable persons who lack the capacity to make decisions and who are at risk of harm. Any program that provides guardianship for these individuals must be concerned about the quality and integrity of the people it employs. The person that acts in the role of guardian is in a unique position to have significant amount of influence over the life of the incapacitated person. These persons must not only be scrupulously honest and have the knowledge, skills, and experience needed to work with incapacitated individuals, but they must also be committed to helping the person make as many decisions as possible. Recruiting, training, and supervising staff are critical components of a program along with ongoing monitoring of the staff. Incapacitated persons may experience problems at any hour of the day or night, particularly on the weekends and on holidays. A program must have some procedure for making staff available to assist clients whenever a crisis occurs.

The successful Proposer will serve as guardian of the person and/or guardian of the estate of the person. The guardian will provide services from the first allegation of incapacity through the termination of the guardianship for indigent wards. This contract will include all current wards plus an undetermined number of additional wards that may be added during the term of this agreement. At present approximately 231 individuals qualify for indigent guardianship services. Services to these wards are included in this request for proposal.

## **GUARDIANSHIP SERVICES**

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

### **Guardian of the Person:**

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

### **Guardian of the Estate:**

This person serves as a fiduciary and is under a duty to take care of and manage the ward's estate as a prudent person would manage his/her own property. A guardian of the estate must file an annual account with the Probate Court. The report lists all claims presented and the action taken on the claims; a description of all property; a complete accounting of all receipts and disbursements of the estate and detailed information concerning all cash being administered by the guardian.

## **PROPOSER DELIVERABLES**

Vendors are encouraged to present proposals based on the unique capabilities and resources of their organization. Services under this contract are anticipated to commence in September, 2013 for the period of two years, with an option to renew the contract for up to 3 additional one-year terms, as best meets the needs of the County. The County makes its award based on a review of qualifications, capacity to deliver services, compliance with the required scope of services, and cost.

Proposals shall provide responses to the following:

### **Corporate Experience and History:**

Proposer shall provide a brief history of its organization, management structure, mission and an overview of current services.

Included in this section, the Proposer shall provide a summary of their current and recent history of past performances related to guardianship services. Please address the following information for each item listed below:

#### **A. Company Profile**

1. Specify the date organized to providing guardianship services. **Proposer must have been in the business of providing guardianship services for a minimum of 5 years.** Include a brief history of the organization, management structure, current services provided, and any other relevant information pertinent to demonstrating the firm's capability. Include in your discussion:

- Number of employees employed by the company;
- Annualized dollars of payroll; and



- Number of years in business.
2. Describe current contracts and include the following information:
    - Client name, address, and telephone numbers;
    - Date of original contract and expiration dates;
    - Number of renewals (if applicable);
    - Dollar amount of contracts.
  3. List all contracts lost, or not renewed (list contact person and telephone number), in the last three (3) years. Please provide narrative describing reasons that contracts have not been renewed. Proposer must specifically identify any contracts from which they have asked to be relieved or any contracts that have been canceled prematurely.
  4. Discuss any corporate reorganization or restructuring that has occurred within the last three years and discuss how the restructuring will impact upon the firm's ability to provide services proposed. Proposer shall disclose the existence of any related entities (sharing corporate structure or principal officers) doing business in the field of guardianship services.
  5. Describe other current or anticipated contractual obligations that have been awarded which will coincide with the terms of this contract.
  6. Describe experience with similar size County contracts and highlight evidence of achievements in this area.
  7. Provide an organizational chart delineating corporate office organizational structure.

**The Proposer is cautioned that it is the Proposer's sole responsibility to submit information related to the evaluation categories and that the County is under no obligation to solicit such information if it is not included in the Proposal. Failure of the Proposer to submit such information may cause an adverse impact on the evaluation of the Proposer's proposal. The County reserves the right to consider historic information and facts gained from the Proposal, oral presentation, references or other objective data, in the evaluation process.**

**Methodology:**

Proposer will describe its plan to provide guardianship services to the person, and/or guardian of the estate of County indigent clients and provide guardianship services from the first allegation of incapacity through the termination of the guardianship. Proposer agrees to meet all guidelines and requirements of the Texas Probate Code and common law relating to guardian and ward relations, as well as any changes to the law that occur during the Resultant Contract.

**Staffing:**

Proposer will bill on a monthly basis with sufficient detail to identify the ward and the ward's status, and will identify all wards that are qualified for Medicaid. Proposer will submit the bill to the Probate Court Investigators for initial review and approval.

Proposer's designated representative must meet with Probate Court Investigator, or other Probate Court staff if necessary, on at least a quarterly basis to review the status of all County wards under the

jurisdiction of the Probate Courts. This review will ensure compliance with the annual report requirement.

Proposer must allow Probate Court Investigator or other Probate Court staff if necessary, access to its files for an in-depth review of progress notes on a specific ward upon request by the County, both by appointment and at unannounced visits during regular business hours.

Proposer must submit an application for guardianship to the Probate Court within thirty days (30 days) of a referral from the Probate Court.

Proposer must notify the Probate Court Investigator in writing of changes in placement status for wards within seventy-two hours (72 hours). This notification may be by email to the Court Investigator's County email address.

Proposer must file a final report, motion and order to close a case within sixty days (60 days) of the death of a ward.

For a transfer of any ward whose permanent placement is outside of El Paso County to a court of appropriate jurisdiction, Proposer must make the appropriate application to the public guardian in the new jurisdiction and file all appropriate motions and orders necessary to accomplish the transfer.

Proposer will include in its Proposal how it will transition current wards to Proposer's supervision, if applicable. There are currently approximately 231 County wards.

Proposer will include in its Proposal proof of its ability to employ or contract with qualified supervision and staff. Proposer will have at least one licensed advanced clinical practitioner, MSW-ACP, to oversee services. All **individuals** who will serve as guardians must be certified with the State as required under the Texas Government Code. Proposer will provide resumes of the key personnel, including copies of the guardianship certifications and license for the advanced clinical practitioner. Failure to comply with these requirements is a basis for disqualification of the Proposal, or termination of the Resultant Contract.

Proposer will comply with the Texas Minimum Standards for the Provision of Guardianship Services promulgated by the Texas Supreme Court and the Texas Guardianship Certification Board pursuant to Section 111.041 of the Texas Government Code (Minimum Standards), as amended. Failure to comply with these requirements is a basis for termination of the Resultant Contract.

Proposer will include in its Proposal its education and training program for employees and subcontractors, if applicable, to keep current with legal and professional requirements.

Proposer will describe any subcontracts it has or anticipates for the care of County wards. Proposer will specify if and how they intend to integrate current employees and sub-contractors into their program.

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

Proposer must provide a copy of written policies and procedures relevant to its performance under this agreement, to include its policies regarding background checks on all of its employees prior to employment for criminal charges, as well as any allegations of abuse or neglect and random drug screenings on employees who come into contact with County wards and their property.

All Proposer personnel shall be required to pass a background check conducted by the Proposer for employment, to include the required criminal background check for guardianship certification and state employee misconduct registry. Additionally, all personnel performing guardianship services may be required to undergo a urinalysis or blood test if there is reason to believe that they are under the influence of alcohol or other substances of abuse. Proposer shall include the background checks in their Proposal, and shall provide updated reports to the Probate Court within 30 days of the contract commencement and thereafter as new employees are added and as required by law or the Probate Court.

The County reserves the right to prohibit any of the Proposer's employees and/or independent contractors or subcontractors from performing services with regard to this contract, based on information including, but not limited to disciplinary or other actions taken by the state, including suspensions or revocations of licenses or certifications, or court orders. If Proposer, or any Proposer employee, subcontractor, or subcontractor employee, has a validated allegation of abuse, neglect, or exploitation of a ward, as confirmed by a notice from the Texas Department of Family and Protective Services pursuant to Chapter 48 of the Texas Human Resources Code, that person will immediately be removed from serving as a guardian or other contact with a ward unless cleared of the allegation by the State.

**Financial:**

Proposer must obtain a surety bond in the amount of \$500,000 and provide annual verification to the Probate Court from the bond provider that the bond premium is up-to-date.

Proposer will include in its Proposal evidence of its ability to monitor the client's financial status. Proposer's program must have a system and policies and procedures in place to maintain and safeguard individual client accounts.

Proposer will include in its Proposal a sample of documentation it will provide the County Auditor and the County Probate Court that recaps specific services rendered on a monthly basis along with an expense report detailing all client expenditures for guardianship cases being maintained by the Proposer under the County contract as well as any resources available to support these services from non-county funds.

Proposer will include in its Proposal how it will segregate and account for County funds separate from other agency funds in either a separate numbered bank account or in a general operating account, either of which must be supported with the maintenance of a separate accounting fund or a general fund with a separate chart of accounts that reflects revenues and expenditures for the monies received under the contract.

Proposer will include in its Proposal how it will classify or prorate its indirect costs to any other cost centers including a guardianship cost center.

Proposer will include in its Proposal verification of its Internal Revenue Service taxpayer identification number and written certification that is in compliance with applicable Internal Revenue Code, and administrative rules and regulations along with a proof of good standing with the Texas Comptroller of Public Accounts as an exhibit to this proposal. The successful Proposer will provide the County with a copy of the applicable corporate Internal Revenue Service filings each year within 30 days of filing. If Proposer files an extension request, the Proposer shall provide the County with a copy of the extension application and a copy of any final document(s) filed.

Proposer must bill Medicaid for guardianship services for Medicaid Qualified individuals, including but not limited to those residing in a Department of Aging and Disability Services nursing home. Proposer must show that fee as a credit to the County in its monthly billing for that ward.

Proposer will not be reimbursed for guardianship services provided to wards under separate contracts the Proposer has with organizations such as Texas Department of Family and Protective Services/Adult Protective Services (APS) or Texas Department of Aging and Disability Services. Such services must be reimbursed under those contracts.

Proposer will refund to the County any money which has been paid to the Proposer by the County, which County determines has resulted in overpayment to Proposer, or which County determines, as a result of periodic program evaluations or financial audits, has not been spent by the Proposer strictly in accordance with the terms of the contract. The proposer shall make such refund to the County within 30 days after the County requests the refund.

Proposer will include in its Proposal with a copy of the last two (2) years of financial statements. The Successful Proposer shall provide the County with a copy of each current year financial statements prior to the renewal of that year's contract.

Proposer must adhere to generally accepted accounting principles. An annual audit of accounts and procedures will be performed and a copy filed with the Auditor's Office within 90 days of the close of the fiscal year.

Proposer must maintain an accurate and complete client record. Records must be kept confidential. Provision must be made for the safe storage of client records or accurate and legible reproductions for a minimum of five years following termination of the guardian court order.

**Pricing:**

Proposer will include in its Proposal a unit cost to serve 231 existing wards and a unit price for every additional 50 wards. A unit is for a **minimum** of one face-to-face contact with a ward; however for new or difficult cases, Proposers must be prepared to render face-to-face contact with a ward as needed to properly care for the ward more than once per month.

Proposer will include in its Proposal a method of calculation for it's per unit ward cost that demonstrates active engagement in an efficient and cost effective means of service delivery.

**Litigation History and Experience:**

Proposer will include in its Proposal the names of other organizations it has or is currently providing similar guardianship services as described in this RFP. Provide current information regarding organization, including name, address, contact name, phone number, and period of service.

Proposer will include in its Proposal a list of all litigation the Proposer has been or is currently involved in during the last three years, including a narrative describing all cases that were settled and amounts of settlement.

Proposer agrees to meet all guidelines and requirements of the Texas Probate Code and common law relating to guardian and ward relations, as well as changes in the law as they occur.

Proposer will provide all services and activities performed under the terms of the contract in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-112, section 504, and with the Provisions of the American with Disabilities Act of 1990, Public Law 101-336[S.933] ("ADA").

Proposer will not discriminate against any employee, applicant for employment, or eligible client based on race, religion, color, sex, national origin, age or handicapped condition.

Proposer will be an independent contractor, and will assume all of the rights, obligations and liabilities applicable to an independent contractor.

## **PROPOSAL EVALUATION CRITERIA AND AWARD OF CONTRACT**

### **Evaluation Criteria:**

Proposals shall be evaluated by the Evaluation Committee using the criteria listed below. Subheadings under each criterion indicate the type of factors to be considered, but are not necessarily exclusive. Evaluations will be made and points awarded based solely on the information contained in the proposal. The Commissioners Court reserves the right to reject any and all proposals.

	<b>Criteria</b>	<b>Points</b>
1.	Corporate Experience & History	15 points
2.	Methodology for Providing Services	25 points
3.	Staffing	20 points
4.	Financial capacity	15 points
5.	Financial Accountability, reporting and record keeping	15 points
6.	Pricing	10 points
		<b>100</b>

## **SAMPLE AGREEMENT**

Proposers may include a Sample Agreement with their qualification submittal. The sample agreement will be reviewed by County. The final terms will be negotiated with the successful proposer.

## **CONTRACT TERM**

The initial term of this contract will be for a two (2) year period. The County may, at their option extend the period of this agreement for up to three (3) additional one-year periods, for a maximum term of 5 years.

## **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

### **RFP Response:**

In order to be considered for selection, the Proposer must submit a complete response to the RFP. One (1) original and six (6) electronic copies of each proposal must be submitted to El Paso County by the due date. The Proposer shall make no other distribution of the proposal.

### **Proposal Preparation:**

An authorized representative of the Proposer shall sign the proposal. All information requested must be submitted. Failure to submit all information requested may result in the rejection of the proposal. If more than one alternate is proposed within the proposal, the entire proposal will be rejected for lack of specificity.

- A. Proposals should be typed/printed on 8 " X 11" paper, with at least one-inch margins, using 12-point type. Proposals are limited to a maximum of 25 pages, not including required forms, resumes, and attachments. All pages of the proposal should be numbered. Any pages over 25 may be discarded or result in substantially lower evaluation of the proposal.
- B. Proposals should be organized in the order in which the requirements are requested in the Proposer Deliverables Section, of this RFP. Each paragraph/section should reference the corresponding section of the RFP and repeat the title as it appears in this document. Information the Proposer desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional materials.
- C. The original and each copy of the proposal must be contained separately and divided into marked sections.

**Oral Presentation:**

Proposers who submit a proposal in response to the RFP may be required to give an oral presentation of their proposal to the evaluation committee. This provides an opportunity for the Proposer to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation.

**GENERAL PROVISIONS  
COUNTY OF EL PASO, TEXAS**

**1. PROPOSAL PACKAGE**

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

**2. COMPETITIVENESS AND INTEGRITY**

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

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

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

**3. PROPOSER'S RESPONSIBILITY**

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

- Have been in business of providing services for a minimum of 5 years;
- Have adequate financial resources or the ability to obtain such resources as required;

- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Proposal;
- Have satisfactory record of performance;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.

#### **4. REJECTION OF PROPOSALS**

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

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

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

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

#### **6. SUBSTITUTES**

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

#### **7. EXCEPTIONS TO PROPOSAL**

The proposer will list on a separate sheet of paper any exceptions to the conditions of the proposal. This sheet will be labeled, "Exceptions to Proposal Conditions", and will be attached to the proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

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

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



**8. PRICING**

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

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

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

**9. TAX EXEMPTION**

Pursuant to Section 151.309 of the Texas Tax Code, El Paso County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151.

**10. MODIFICATION OF PROPOSALS**

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

**11. SIGNATURE OF PROPOSALS**

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

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

### Pursuant to the Texas Local Government Code

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

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

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

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

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

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

## 13. PUBLIC INFORMATION ACT

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

## 14. RESULTANT CONTRACT

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

The criteria utilized for determining responsibility of proposer(s) includes, but is not limited to, the proposer's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County to determine whether a proposer

is responsible. The term of the resultant contract will begin as stated in the contract executed by the Commissioners' Court and will terminate on the date specified in the contract unless terminated earlier as herein set forth.

**15. ESTIMATED QUANTITIES**

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

**16. CONTRACTOR INVESTIGATION**

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

**17. NO COMMITMENT BY COUNTY**

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

**18. BEST AND FINAL OFFERS**

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

**19. SINGLE PROPOSAL RESPONSE**

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

**20. REJECTION/DISQUALIFICATION OF PROPOSALS**

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

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

**21. CHANGES IN SPECIFICATIONS**

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

**22. PROPOSAL IDEAS AND CONCEPTS**

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

**23. BID/PROPOSAL DISCLOSURES**

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

The Proposal for Services: The names of those who submitted proposals will not be made public information until after an award is made by Commissioners' Court and contract executed by the parties. No price, staffing or other proposal information will be released. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a proposal was received. Violations of this provision may result in the rejection of a proposal.

**24. WITHDRAWAL OF PROPOSAL**

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

**25. INDEMNIFICATION**

- A. The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life property or injury or damage to the person which shall arise from contractor's

operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against El Paso County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensations a sum of money reasonably sufficient to liquidate any and all such lawful claims.

- B.** Pursuant to Texas Local Government Code Section 262.032(b), any successful bidder who is awarded any contract in excess of \$50,000 may be required to execute a performance bond to the County. Said bond shall be in the full amount of the contract and must be furnished within 30 days after the date a purchase order is issued or the contract is signed and prior to commencement of the actual work. A performance bond required pursuant to this section shall be noted in the attached detailed bid specifications or scope of work. This section does not apply to a performance bond required by Chapter 2253, Texas Government Code.

## **26. PROOF OF INSURANCE**

Successful proposer agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services limits of not less than the following sums:

- A.** For damages arising out of bodily injury to or death of one person in any one accident ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.
- B.** For damages arising out of bodily injury to or death of two or more persons in any one accident-THREE HUNDRED THOUSAND AND NO/100 (\$300,000) DOLLARS
- C.** For any injury to or destruction of property in any once accident-ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.

Successful proposer shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful proposer. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to the County.

Insurance is to be placed with insurers having a Best rating of no less than A. The Proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person

authorized by the insurer to bind coverage on its behalf. The Proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity. The County agrees to provide Proposer with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Proposer.

In no event shall the County be liable for any damage to or destruction of any property belonging to the Proposer.

**El Paso County shall be listed as the additional insured on policy certificates and shall be notified of changes to the policy during the contractual period.**

**27. CONFLICT OF INTEREST DISCLOSURE REPORTING**

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Conflict of Interest Questionnaire (CIQ Form), the vendor or person's affiliation or business relationship that might cause a conflict or interest with a local government entity. A list of County employees that will award the bid and make recommendations for award are included in this request for proposal. By law, this questionnaire must be filed with the County Clerk of El Paso County, Texas. For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Purchasing Department website at: <http://epcounty.com/purchasing/bids/default.htm>

It is Proposer's sole responsibility to file a true and complete CIQ Form with the El Paso County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

Chapter 176 specifies deadline for the filing of CIQ Forms (both initial filings and updated filings).

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

**28. NON-COLLUSION AFFIDAVIT**

The contractor declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the proposal price of the contractor or of any other bidder, or to fix any overhead, profit or cost element of the proposal price, or of that of any

other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

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

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

**29. SOVEREIGN IMMUNITY**

The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

**30. MERGERS, ACQUISITIONS**

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

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

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

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

**31. DELAYS**

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

**32. ACCURACY OF DATA**

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

**33. SUBCONTRACTING/ASSIGNMENT**

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

**34. INDEPENDENT CONTRACTOR**

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

**35. MONITORING PERFORMANCE**

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

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

**36. PROCUREMENT ETHICS**

**CODE OF ETHICS-**

**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/trainingvendor\\_files/frame.htm](http://www.epcounty.com/ethicscom/trainingvendor_files/frame.htm)

**Vendors are recommended to print out completed training receipt and attach to BID/RFP/RFQ/RFI to verify that it was taken.**

## **COUNTY OF EL PASO, TEXAS**

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### **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.

# HEALTH INSURANCE BENEFITS QUESTIONNAIRE

Texas Local Government Code Section 262.0271 states the County may give preference to bidders that provide reasonable health insurance coverage to its employees, over a bidder that doesn't provide such insurance. Complete the questionnaire below if applicable. If not, check box #3.

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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3.  Check Box  
**No. The bidder is not requesting the Health Insurance Benefits Preference.**

**Failure to provide health insurance benefits will not disqualify you from participating in this bid selection process.**

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Business Name

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Date

---

\* Name of Authorized Representative

---

Signature of Authorized Representative

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\* 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 #13-044, Indigent Guardianship Services for the County of El Paso

Dear Vendor:

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. Attached is a copy of the Questionnaire.

In filling 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 - Vacant

County Employees: Kennie Downing, Purchasing Agent  
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  
Rosemary V. Neill, Director of Family and Community  
Victor Perez, Accounts Payable Supervisor

# 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 # 13-044

**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

**COUNTY OF EL PASO, TEXAS  
Check List**

**Indigent Guardianship Services for  
the County of El Paso  
RFP #13-044**

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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., Monday, August 12, 2013. Did you visit our website ([www.epcounty.com](http://www.epcounty.com)) for any addendums?

\_\_\_\_\_ Did you sign the Proposal?

\_\_\_\_\_ 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?

\_\_\_\_\_ If seeking preference, did you sign the “Health Insurance Benefits Questionnaire”?

\_\_\_\_\_ Did you complete the mandatory Ethics Training Course and include a confirmation print as indicated in page 2?

\_\_\_\_\_ Did you provide one original and six (6) CD copies in Word/PDF Format of your response?