



**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., **Thursday, March 3, 2016** to be opened at the County Purchasing Office the same date for Kitchen and Food Services for the County of El Paso Jail System.

A site visit will be held on **Tuesday, February 23, 2016 at 9:00 a.m.** in the Jail Annex located at 12501 Montana El Paso, Texas 79901, following a site visit to the Detention Facility located at 601 East Overland, El Paso, Texas 79901.

A conference will follow immediately after the Detention Facility site visit in the Purchasing Conference Room located at 800 East Overland Room 300, El Paso, Texas 79901.

**Proposals must be in a sealed envelope and marked:  
"Proposals to be opened Thursday, March 3, 2016  
Kitchen and Food Services for the  
County of El Paso Jail System  
RFP Number 16-006**

**Do not contact the requesting department. Any questions or additional information required by interested vendors must be e-mailed to: [bidquestions@epcounty.com](mailto:bidquestions@epcounty.com) before Wednesday, February 24, 2016, at 12:00 p.m. Proposal number and title must be on the "Subject Line" of the e-mail. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.**

Any changes in the specifications will be posted on the County website as an addendum. It shall be the proposer's responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted. Website: [www.epcounty.com](http://www.epcounty.com) ;Bids and more.

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

# El Paso County Code of Ethics Training Affidavit

(This form must be signed by an officer, principal, or individual authorized to bind the company under a contract with the County.)

IN COMPLIANCE WITH CHAPTER 161 OF THE TEXAS LOCAL GOVERNMENT CODE, ANY VENDOR INVOLVED IN A SINGLE PROCUREMENT EXCEEDING \$50,000 MUST COMPLETE THE ENCLOSED ETHICS TRAINING BEFORE SUBMITTING A BID OR PROPOSAL WITH THE COUNTY OF EL PASO.

Purpose: The stability of democracy depends upon the continuing consent of the governed, which in turn depends upon the trust the electorate holds for its government. The Ethics Commission of the County of El Paso, Texas, in concert with elected county officials, as well as leaders of the various county departments, recognizes the need to maintain the public trust and confidence in the workings of county government and thus adopts this Code of Ethics.

What is a vendor:

Any person or their representative or employee whose goods and services are purchased under the terms of a purchase order or contractual agreement with the county; and any other persons doing business with the County.

Procurement: In advising upon, discussing, recommending, and/or granting any County purchases, bids or contracts, County public servants shall inform themselves about their financial interests, and shall make a reasonable effort to inform themselves about the financial interest of their family members.

County public servants shall excuse themselves from exercising influence, participating in, discussing, recommending, and/or granting of any County purchases, bids, or contracts if they or a family member have a substantial financial interest.

Private Communication: No member of the El Paso County Commissioners Court, County Elected Officials/Department Heads or the El Paso County Hospital District Board of Managers shall permit any vendor, its lobbyists, representative, or employee to communicate with him privately regarding any procurement of items by the County or the Hospital District from the date that the bid, RFP, or RFQ is authorized or released, whichever is first. No private communication regarding the purchase shall be permitted by a member of the Commissioners Court, a county elected official/department head, or

## El Paso County Code of Ethics Training Affidavit (continued)

the hospital district board of managers until the procurement process is complete and a purchase order is granted or a contract is entered into.

Members of the Commissioners Court, county elected officials/department heads and the board of managers shall make a reasonable effort to inform themselves regarding procurements and shall have a duty to inquire of vendors, their lobbyists, representatives, or employees, the nature of the private communication being sought prior to engaging in any communication.

This prohibition against private communication with vendors, their lobbyists, representatives, or employees shall apply to commissioners court approval of hospital district purchases.

I \_\_\_\_\_ am an officer, principal, or individual

(Full Name)

authorized to bind the company, known as

\_\_\_\_\_  
(Company name)

By reading and signing this document, I confirm that I have been trained in the County of El Paso's Code of Ethics regarding Vendors. I understand that any contact by myself or any representative of the company with a County of El Paso official or county employee, other than those shown on the RFP or bid documents shall cause the bid or proposal to be immediately disqualified from consideration of award.

Name \_\_\_\_\_

Title \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



**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 us at (915)546-2048.

## EL PASO COUNTY SIGNATURE PAGE

|                                                                                                                                                                                                                                                                                                                          |                         |                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|---------------------------------|
| <b>RFP # 16-006</b><br><b>Kitchen and Food Services for</b><br><b>the County of El Paso Jail System</b><br>Vendor must meet or exceed specifications                                                                                                                                                                     |                         |                                 |
| <b>Total Monthly Cost for the Jail Annex</b><br>(Include all materials, labor, and supplies to provide inmate meals, officers meals, and concessions.)                                                                                                                                                                   | \$                      |                                 |
| <b>Total Monthly Cost for the Detention Facility</b><br>(Include all materials, labor, and supplies to provide inmate meals, officers meals, and concessions.)                                                                                                                                                           | \$                      |                                 |
| <b>Optional: Monthly Cost</b><br>(Adding twenty five (25) support staff per shift )                                                                                                                                                                                                                                      | <b>Jail Annex</b><br>\$ | <b>Detention Facility</b><br>\$ |
| 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) electronic versions of the complete proposal (CD/DVD/Flashdrive) in Word/PDF Format. Electronic copies must reflect the original hard copy.</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              |
| DUNS Number (Applicable to Grant Funded Project) |                                    |
| 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\*\*\***

# **Kitchen and Food Services for the County of El Paso Jail System**

**RFP # 16-006**



**Opening Date  
Thursday, March 3, 2016**

## **INTRODUCTION:**

The El Paso County Sheriff's Office "County" is seeking a qualified company to furnish all labor, supplies and food items to provide full kitchen and food services for inmates, detainees, staff and visitors at two (2) El Paso County Jail facilities.

All food and services shall be prepared and performed on-site at the facilities in a manner which meets or exceeds all food service industry standards for jail facilities.

Services are expected to begin approximately June 1, 2016. The County seeks to award a two (2) year contract, with an option to extend the contract for three (3) additional years, not to exceed a total of five (5) contract years.

NON-MANDATORY SITE VISIT – For those bidders who want to familiarize themselves with the County's kitchen operations, a non-mandatory site visit will be held on the date and times below. Please note that anyone entering the jail is required to be pre-screened on or before **February 11, 2016 at 12:00 p.m.** prior to the walkthrough. (See "mandatory criminal background investigation" for further details):

A walkthrough is scheduled on **February 23, 2016 at 9:00 a.m.** at the El Paso County Jail Annex located at 12501 Montana, El Paso, Texas 79938.

Immediately following the Annex site visit, (allowing for 30 minutes driving time) all vendors will meet at the El Paso County Detention Facility located at 601 E. Overland El Paso, Texas 79901. A conference will follow immediately after at the Purchasing Department located at 800 E. Overland, Room 300, El Paso, Texas 79901.

**A criminal background check is required for ALL persons attending the walkthrough. Only persons cleared by the Sheriff's Department will be allowed to participate in the walkthrough. NO EXCEPTIONS.**

## **MANDATORY CRIMINAL BACKGROUND INVESTIGATION:**

Prior to the scheduled site visit, Vendors shall provide the information listed below for all persons who will participate in the site visit. Deadline to submit information is **February 11, 2016 at 12:00 p.m.** Information shall be e-mailed to Lucy Balderama in the Purchasing Department at [lbalderama@epcounty.com](mailto:lbalderama@epcounty.com). Purchasing will forward the information to the El Paso County Sheriff's Office Identification and Records Section:

1. Full Name: First, Middle, Last
2. Home Address
3. Date of Birth
4. Drivers License or State ID Number
5. Social Security Number

After the contract has been awarded, the successful contractor shall submit a list of employees and supervisors, **who will execute the work inside the Detention Facility and Jail Annex**, for a background investigation, with the following information to the El Paso County Sheriff's Office Identification and Records Section.

1. Full Name: First, Middle, Last
2. Home Address
3. Date of Birth
4. Drivers License or State ID Number
5. Social Security Number

**The Sheriff may deny access to security areas to any employee who failed the background investigation.**

**MINIMUM QUALIFICATIONS:**

- 1) A minimum of five (5) years correctional food service experience and expertise with other governmental entities (e.g. municipalities, counties and cities).
- 2) The vendor must be able to maintain the required insurance for the entire term of the contract including extensions. The county's insurance requirements are listed in the "General Provisions" section of this RFP.
- 3) The vendor must be licensed to provide services in Texas.

**INMATE POPULATION AND STAFF:**

**Downtown Facility "DDF":**

- 1,000 inmates per day. Inmates will be served three (3) times per day.
- 75 staff members per shift. There are two 12-hour staff shifts in a day. The 75 includes some civilian staff. The Respondent will serve 2 meals a day for staff = 1 meal per shift.

**Jail Annex "Annex":**

- 2,000 inmates per day (by Feb 2016). Inmates will be served 3 times per day.
- 75 staff members per shift. There are two 12-hour staff shifts in a day. The 75 includes some civilian staff. The Respondent will serve 2 meals a day for staff = 1 meal per shift.

Optional: Each facility has approximately 25 "Support Staff" that can't leave the jail for lunch breaks. The Support Staff includes Clinic, Maintenance and Pre Trial Employees.

The proposal shall offer a price alternative for Support Staff Meals:

- 1) Adding an extra 25 persons per shift to the final "Cost per Meal". If this option isn't selected, the 25 Support Staff will pay for their meals at the jail at point of sale.



## **SCOPE OF WORK:**

The vendor shall furnish all labor, supplies and food items to provide full kitchen and food services for inmates, detainees, staff and staff-approved guests to the:

- a) El Paso County Downtown Detention Facility, henceforth referred as “DDF”, located at 601 E. Overland, El Paso, TX; and
- b) El Paso County Jail Annex, henceforth referred as “Annex”, located at 12501 Montana Ave. El Paso, TX.

## **INMATE MEALS/MENUS:**

1. The successful Respondent will be required to serve tasty, appetizing, wholesome quality food. The County reserves the right to request discontinuation of a particular meal item if determined to be untasty or unappetizing.
2. Respondent must submit with their proposal, a sample regular menu detailing a twenty-eight (28) day non-repetitive meal plan to include specific portion sizes (indicating cooked or raw weight when appropriate), caloric content. All meals shall have an average caloric content of three thousand (3,000) calories per day and minimum average of seventy-five (75) grams of protein per day. This 28-day sample menu shall also include seasonal variations for the holidays such as Thanksgiving and Christmas.
3. Special holiday menus shall be designed and served on Thanksgiving and Christmas days. The holiday menus can exceed the 3,000 calories for the day. But the average caloric intake per day, must be at least 3,000 calories for all other days.
4. The Respondent shall also submit a special menu of proposed meals for inmates or detainees on special, modified, medical and/or religious diets (e.g. low sodium, low saturated fat, religious etc.)
5. Any menu changes must be approved by the appropriate county representative prior to implementation. Every 28 days, the Respondent shall submit their menu for the upcoming month for County approval.
6. Both regular and special menus shall be reviewed and approved by a bona fide registered dietician provided by the Respondent to meet or exceed the applicable dietary standards for adult inmates and detainees for nutritional and caloric content as established by:
  1. The American Correctional Association;
  2. The Food and Nutritional Board of the National Academy of the Science as prescribed for inmates; and
  3. The National Sheriff's Association

7. A full written report of a registered dietician's findings and recommendations must be submitted to the County for each menu no less than annually.
8. Respondent shall provide snacks at the time indicated on the meal schedule for those inmates requiring such snack meals as authorized by a Medical provider. These meals will be paid at the same rate established for regular meals.
9. Temperature of Meals: Respondent shall be required to maintain a temperature equal to or exceeding one hundred sixty (160) degrees Fahrenheit for all food items on the heated serving line and a temperature not to exceed forty (40) degrees Fahrenheit for all food items on the chilled serving line.
10. Meals are to be provided to the inmates three (3) times per day, seven (7) days per week, and fifty-two weeks per year.
11. Inmate Food Schedule (Three (3) meals):  
  
Breakfast: 2:00 a.m. through 5:00 a.m.  
  
Lunch: 11:00 a.m. through 2:00 p.m.  
  
Dinner: 4:00 p.m. through 7:00 p.m.
12. Inmate Meal Service Procedure – Hot Cart System:
  - a) Every morning, the Respondent will receive an inmate count for each facility. The Respondent will prepare the designated number of meals, as requested.
  - b) All hot meals are to be served on insulated trays and delivered to the housing units and/or designated service points on carts provided by the Respondent. The Respondent may utilize the current food carts and kitchen equipment that are in place at each facility. The Respondent is responsible for insuring that each cart is properly loaded with the correct number of meals, service ware, condiments, and related items before turning them over to the kitchen officer, as outlined in our Standard Operating Procedures for final distribution to inmates. Inmates who are security risks shall be served on foam plates.
  - c) Medical and therapeutic meals must be clearly identified. The meals must be accompanied by a transmittal form listing the inmates name, diet order and place for the inmate or security personnel to sign indicating that the correct meal was received and delivered. These forms must be returned to the kitchen and maintained as part of the permanent record.
  - d) Cold meals, if served in snacks or boxes must be dated and time stamped. After 48 hours, all unused meals must be discarded.

**MEAL SERVICE- DETENTION STAFF:**

- 13. Respondent shall provide tasty, appetizing, wholesome quality meals to the staffs of the DDF and Annex two times per day (i.e. two meals within a twenty- four hour period).
- 14. Meals served to the Staff shall be served in the Officers’ Dining Room. Meal service shall be served cafeteria style and will be displayed in an appealing manner.
- 15. The meals/menus should not be the same for officers and inmates. Respondent shall provide a menu one week in advance.
- 16. During the lunch period, a self-service salad bar shall be provided containing as a minimum: two prepared salads, tossed green salad with various types of leafy vegetables, assorted raw, sliced vegetables, dried bread croutons, bacon bits, shredded cheese, various types of salad dressing and additional food items.
- 17. The Respondent shall propose a dining room layout, environment and services available to the County to make the officer’s dining experience more comfortable, attractive and efficient. The County is interested in any enhanced services or offerings above what is currently being provided. Please designate in your proposal whether the enhanced services are included in your base price, or an add-on optional price.
- 18. The Respondent shall provide coffee service all day during operating hours (2:00 am – 7:00 pm). Coffee service includes fresh brewed coffee, creamer, sugar and cups.
- 19. A basic meal served to the Staff in the Officers’ Dining Room shall be provided free of charge to the staff member. Each officer will sign into a log to keep count of the officer’s meals served. The officers’ meals will be billed to the Sheriff’s Office as part of the monthly bill.
- 20. The Respondent shall also offer up to two (2) additional meal options that are considered an “upgrade” to the basic daily Officer’s meal. The upgrade meal will be charged to the staff member upon point of sale. For example, if the basic menu is a chicken patty, the officer may request one of the upgraded meals to a chicken breast sandwich with fries or a soup and salad bar option. The Officer will pay for this meal upgraded meal at the Respondent’s cash register.
- 21. El Paso County Detention and Annex Staff Food Service Schedule (two (2) meals served per day = one (1) meal per shift):

| <u>Meal</u>                     | <u>Meal Service Time</u>          |
|---------------------------------|-----------------------------------|
| Shift 1 (7:00 A.M. — 7:00 P.M.) | Lunch 11:00 A.M. to 2:00 P.M.     |
| Shift 2 (7:00 P.M. — 7:00 A.M.) | Breakfast 12:00 A.M. to 3:00 A.M. |

## **CONCESSION SERVICES:**

22. The Respondent shall offer a "Concession" services program for officers, employees, officer's guests, and volunteers that frequent the Officer's Dining Room outside of the regular meal service. Concessions shall commence from (5:00 pm – Midnight daily) include the following:

- a) Respondent shall provide convenience meals and snacks such as wrapped sandwiches, yogurts, fruits, juices, sodas, hot coffee, etc. All items shall be available for purchase at a reasonable price.
- b) Respondent shall provide one staff person to operate the concessions and the cash register during this program.
- c) Vendor will provide a cash register with the ability to accept debit/credit cards.
- d) Sheriff administrative staff shall have the ability to request discontinuance of a meal item that is determined to be "non-tasty".
- e) If Respondent determines the cancellation of meals under the "Concession" services program must be ceased for 1-2 days due to low customer volume, no less than 24-hour notice must be provided to the El Paso County Sheriff's Office Administration Office.

## **FOOD QUALITY FOR INMATE MEALS:**

Foods purchased by the Respondent for use throughout the term of the contract, must meet the following minimum specifications:

1. Beef, veal, and lamb shall be at least USDA Good. The fat and/or soy content of all ground meat products to be used cannot be in excess of 20 and 6 percent respectively. All breaded products must weigh a minimum of 3 oz. before breading. Both facilities are pork free, so it cannot be served.
2. Poultry shall be at least USDA Grade B. Chicken quarters can be no less than 8 oz. raw weight. All breaded products must weigh a minimum of 3 oz. before breading.
3. Processed meat must be from USDA government inspected plants.
4. Canned fruit and vegetables shall be at least USDA Grade C or standard.
5. Frozen fruits and vegetables shall be at least Grade B.
6. Fresh products shall be at least USDA No. 2. Under no circumstances may the edible portion of the fruit be less than  $\frac{1}{2}$  cup.

7. Dairy products shall be at least USDA Grade A. 2% fresh milk fortified with Vitamin A and D shall be served as a beverage. Dry/ powdered milk may be used for cooking/ baking only.
8. Eggs, whether fresh or pasteurized, must be at least USDA Grade B medium.
9. Fish and seafood, whether fresh or frozen, must be packed under continuous inspections of the US Department of Commerce. All breaded products must weigh a minimum of 3 oz. before breading.
10. Respondent may not provide "second market" or distressed food products past their freshness pull date.

#### **FOOD QUALITY FOR OFFICER'S MEALS:**

There are no food restrictions for the meals served to officers in the Dining Room or Concessions.

#### **SUPPLIES PROVIDED BY THE RESPONDENT:**

The County's current inventory of cooking utensils, trays, cookware, and food carts will be available to the Respondent for use.

Any additional or replacement items, including food carts; shall be the responsibility of the Respondent.

The Respondent shall also provide all plates, trays, utensils, cups, and garbage bags necessary for day to day operations.

The Respondent shall also be responsible for maintaining and repairing all equipment related to their operations.

#### **STAFF AND TRAINING:**

On-Site Management: The Respondent will provide an on-site Food Service Manager(s) who is/are trained, has a minimum of two (2) years' experience and knowledgeable of food service in a correctional facility. The manager assigned will be subject to review by the Jail Administrator and staff of the El Paso County Sheriff's Office.

In the event above stated Food Service Manager(s) is/are absent due to sickness, vacation or any other reason, Respondent shall furnish an acceptable alternative as a replacement. A resume of the employee or employees who will function in this capacity must be furnished with the proposal.

#### **ON-SITE EMPLOYEES:**

At the time of the execution of this agreement, Respondent will hire any County Employees currently assigned to the Detention System Kitchen Staff. The employees will be hired as the Respondent's permanent staff and be paid commensurate to

current Respondent's pay and benefit scale. Table below shows 22 employees. Salaries of all current Kitchen Staff Members:

| <b>Jail Annex-<br/>Employee Initials</b> | <b>Position</b>    | <b>Annual<br/>Salary</b> | <b>Total<br/>w/Benefits</b> |
|------------------------------------------|--------------------|--------------------------|-----------------------------|
| A. F.                                    | Food Service Cook  | \$31,120.00              | \$44,931.62                 |
| C. J.                                    | Food Service Cook  | \$31,120.00              | \$44,931.62                 |
|                                          | Food Service       |                          |                             |
| M.T.E.                                   | Leader             | \$47,968.00              | \$66,753.15                 |
|                                          | Food Service       |                          |                             |
| G. G.                                    | Baker              | \$42,986.00              | \$60,300.47                 |
| G.I.L.                                   | Food Service Cook  | \$31,898.00              | \$45,939.29                 |
| A.M.                                     | Food Service Cook  | \$31,120.00              | \$44,931.62                 |
|                                          | Admin Asst,        |                          |                             |
| M.D.M.                                   | Intermediate       | \$42,907.00              | \$60,198.15                 |
| M.M.M. (TEMP)                            | Food Service Cook  | \$31,120.00              | \$31,120.00                 |
|                                          | Food Service       |                          |                             |
| C.R.O..                                  | Manager            | \$54,386.00              | \$75,065.75                 |
|                                          | Food Service       |                          |                             |
| N.A.R.                                   | Leader             | \$40,353.00              | \$56,890.21                 |
| G.S.                                     | Food Service Cook  | \$32,696.00              | \$46,972.86                 |
| M.A.S.                                   | Food Service Baker | \$36,621.00              | \$52,056.52                 |
| G.V.                                     | Food Service Cook  | \$33,513.00              | \$48,031.04                 |
|                                          |                    | <b>\$487,808.00</b>      | <b>\$678,122.30</b>         |
| <b>DDF- Employee Initials</b>            |                    |                          |                             |
|                                          | Food Service       |                          |                             |
| M.A.C.                                   | Baker              | \$34,075.00              | \$48,758.94                 |
| J.C.                                     | Food Service Cook  | \$31,120.00              | \$44,931.62                 |
| E.M.                                     | Food Service Cook  | \$36,090.00              | \$51,368.77                 |
| S. T. M.                                 | Food Service Cook  | \$35,210.00              | \$50,228.99                 |
| R.L.M.                                   | Food Service Cook  | \$32,696.00              | \$46,972.86                 |
| R.A.R.                                   | Food Service Cook  | \$33,513.00              | \$48,031.04                 |
|                                          | Admin Asst,        |                          |                             |
| M.P.R.                                   | Intermediate       | \$42,907.00              | \$60,198.15                 |
|                                          | Food Service       |                          |                             |
| L.T.                                     | Leader             | \$47,968.00              | \$66,753.15                 |
|                                          | Food Service       |                          |                             |
| J.J.U.                                   | Manager            | \$63,072.00              | \$86,315.85                 |
| E.V.                                     | Food Service Cook  | \$31,120.00              | \$44,931.62                 |
|                                          | Food Service       |                          |                             |
| D.S.W.                                   | Leader             | \$51,656.00              | \$71,529.85                 |
|                                          |                    | <b>\$439,427.00</b>      | <b>\$620,020.85</b>         |
| <b>TOTAL</b>                             |                    | <b>\$927,235.00</b>      | <b>\$1,298,143.15</b>       |

The Respondent shall provide on-site employees who are well trained, honest and reliable.

The Respondent shall provide all its employees with a uniform of a style and color to distinguish them from inmate workers.

The Respondent will provide sufficient staffing to supervise the work of the inmate workers in the kitchens to prevent injuries to inmates and to prevent vandalism. The ratio

will be no less than three employees for every fifty inmates present in the kitchen for work. Inmate workers in excess of fifty (50) will require an additional Respondent staff member.

The Respondent shall comply with the provisions of all state and federal laws as it relates to the hiring and retention of its personnel.

All Respondent employees must be cleared by the appropriate medical authority prior to working in any kitchen or dining area. All employees must take a tuberculosis (TB) test and be cleared prior to employment with the Respondent. Employees are subject to annual TB tests thereafter at the Respondent's cost.

Respondent employees shall be subject to background checks. Checks will be accomplished by staff of the County. The County shall retain the right to deny entry to any and all employees of the Respondent.

The Respondent will provide ongoing in-service training to cover such areas as safety, security, sanitation, and food handling. Respondent's employees will actively participate in any in-service training provided by the Respondent.

Respondent employees will actively participate in ongoing in-service training provided by the Sheriff's Office staff on security, policies and procedures.

The Sheriff's Office may require the Respondent to immediately remove a staff employee for any just and reasonable cause. This action may be temporary or permanent, depending on the circumstances. The Assistant Chief shall make the final decision.

Notwithstanding the above, the Respondent is required to furnish sufficient numbers of employees to perform all required services in a professional manner. Staff to inmate ratios will be strictly adhered to and determined by the Kitchen Officer on duty. Deviations from this ratio may cause inmate workers to be pulled.

The Respondent must visually check each inmate worker for any obvious sign of infection or illness. Such inmates will not be permitted to work until cleared by the appropriate medical authority.

The County will not guarantee uninterrupted availability of all or a portion of the inmate worker crews due to inmate strikes, lockdowns, early release court orders, etc. The Respondent must at its own expense provide necessary labor to operate the kitchen in the event inmate labor is not provided. Inmate labor will not be provided for work in the staff dining room

### **INMATE TRAINING PROGRAM:**

Respondent shall provide a service training/job placement program for inmates. The inmates assigned to work in the kitchen will be targeted for the training. The goal of the program is to provide inmates with training in the basics of food service to learn practical job skills along with assisting them in obtaining employment once they are released.

A statement from the Respondent will be required to demonstrate its ability and knowledge in the supervision and control of inmate labor. Statement will include an expansion of training programs designed for inmate labor. Such statements will be submitted with Respondents' proposal.

#### Selection of Inmate Participant

- a) The selection process of inmates will be the responsibility of the County.
- b) Criteria will be developed to determine participation
- c) Although it is anticipated that most of the inmates selected will be low risk, security measures will be of the utmost importance.

#### Class size and duration

- a) Class will be limited to 12-20 inmates.
- b) Duration of each class will be 4-6 weeks to include selection process, training and certification.

It is anticipated that 72-100 inmates would receive training in a one year period. The Respondent will provide training in the areas of food production in the main kitchen and dining room program which will focus on restaurant/ cafeteria style services and may be conducted in the dining area if security allows. Training will consist of multimedia classroom presentations and daily hands on production in the kitchen. All training aids and equipment will be provided by the Respondent. The Respondent shall also provide life skills training to include skills necessary to seek employment, the interview, personal grooming, etc., will be covered in all training classes.

Proof of Completion and Certification - Respondent will provide proof of completion for each inmate completing the program.

#### **USE OF FACILITY AND EQUIPMENT:**

The kitchen facilities at the DDF and Annex will be made available to the Respondent for use under this contract. However, such physical plant and equipment is only an accommodation to Respondent and the County makes no warranties, expressed or implied as to their availability in the event of a natural disaster or event. Respondent must have a contingency emergency plan to provide food rations. Contingency emergency plan shall be submitted with the proposal.

A joint inventory of County owned equipment will be conducted at the earliest possible date after award of contract. The inventory participants will include the Respondent, the respective Detention Center staff and the Fixed Assets coordinator to determine quantities and serviceability of equipment on hand. Equipment will remain the property of the County.



Respondent shall properly and safely use and operate all electrical, gas, and plumbing fixtures, equipment or appliances connected thereto, including heat, water, ovens, steam equipment and other energy consuming items. County Facilities staff will be responsible for Lighting and light bulb replacement.

### **SANITATION AND SAFETY:**

The entire service and delivery areas will be operated and maintained by the Respondent in a clean and sanitary condition and in complete compliance with all Federal, State and local Standards, including but not limited to the regulations promulgated by the City of El Paso and enforced by the El Paso County Health District, and the rules on Food Service Sanitation adopted by the Texas Board of Health on November 30, 1977.

The Respondent shall furnish all labor, supplies, material, and supervision necessary to keep the areas assigned in a clean, sanitary, orderly condition at all times and in compliance with the above listed standards.

Copies of all Health District inspections must be submitted to the appropriate County authority at each facility within 24 hours of the inspection. In addition, the Respondent will maintain all applicable health certifications for the duration of the contract for any facility.

The Respondent will provide any and all necessary disinfectant chemicals required to insure proper sanitation in the event proper water temperature is not obtained. Sanitation will include all silverware, utensils, and equipment as needed to prepare and serve meals.

The Respondent shall collect and dispose of all rubbish, garbage, litter or other waste on a daily basis in accordance with established policies of the El Paso County Health District and policies of the El Paso County Sheriff's Office. The Respondent will provide supervision for the disposal of slop in accordance with local regulations, or established practice.

All Respondent and inmate worker personnel must be cleared by the El Paso County Sheriff's Office prior to being allowed to work. No Respondent or inmate personnel will be permitted to work if they have any form of communicable health problems. All workers are subject to unannounced visual inspections and if in the option of county medical personnel a person is considered too ill to work, that person will be replaced until cleared by appropriate medical personnel.

The Respondent will supply the necessary materials and require its employee and the inmate workers to wear disposable gloves and hats/ hairnets while handling food and service ware.

In the event of an outbreak of food poisoning, Respondent will save samples of all inmate/ detainee and staff prepared foods for a period of not less than 72 hours for testing. Samples must be clearly marked as to date and times of preparation, service and storage.

The Respondent shall conduct a thorough cleaning; utilizing cloth towels, of any color except for white, a minimum of two (2) times a week of the kitchens for all facilities listed herein this RFP.

The Officers Dining Room kitchen and staff dining room floor will be mopped on a minimum weekly basis along with the daily disposal of rubbish, garbage, litter or other waste.

County maintains a contract for grease trap, lift station maintenance.

### **BILLING AND PAYMENT:**

Respondent shall prepare and forward monthly certified statements to the applicable County individuals at each facility. The statements will reflect the preceding month's food services detailing the exact number of meals served and broken down as follows: Separate statements will be prepared for each facility, delivered to each respective Assistant Chief of each facility.

- a) Billing shall be an "all inclusive" monthly billing for each facility. The invoice shall also state the number of inmates served, and the number of officer staff served.
- b) After verification and approval, invoice will be forwarded to County Auditors and paid.

### **RESPONSIBILITIES OF THE COUNTY:**

The County agrees to make available for the Respondent's use its kitchen facilities and the following goods and services.

The County will allow use of its kitchen equipment, kitchen appliances, utensils, pots and pans currently in place. Additionally needed items will be purchased by the Respondent.

The County will provide utility services for its kitchen facility, to include all costs for connection and re-connection. While the county will pay for all utilities, the respondent will implement and maintain a utility/energy conservation program to control the use of lights, heat, water, ovens, steam equipment and other energy consuming items.

The County will provide use of electricity, gas, water, sewer, local telephone and garbage removal. Local telephone service will be provided at no cost. Any long distance calls will be paid by the Respondent. El Paso County cannot guarantee uninterrupted water, electricity, gas, heat, air conditioning and telephone service. Restoration of service after any interruption will be accompanied as soon as possible.

The County will provide accurate and timely meal orders to the Respondent on a daily basis, by the floor location and type, to be served to inmates, staff and staff-authorized guests.

The County will provide clean uniforms to inmate workers.

The County will provide garbage pickup service and containers.

## **QUALITY CONTROL**

The Respondent shall implement and maintain a quality control program which will clearly delineate the minimum standards by which its facility managers and staff will prepare and serve food. As a minimum, the plan must address and monitor the following items:

- 1) Food and supply purchasing.
- 2) Respondent delivery relative to proper inventory temperatures and handling.
- 3) Product receipt to assure that all products and weight specifications are met.
- 4) Product storage relative to proper inventory turnover, security and temperature maintenance.
- 5) Food production and inventory records which will verify that the correct proportion of ingredients have been used.
- 6) Food preparation which addresses strict adherence to recipes and food handling.
- 7) Food holding prior to use relative to proper temperature maintenance.
- 8) Food portioning and delivery.
- 9) Facility and equipment sanitation and operating conditions.

All records maintained and used in this quality control process are subject to inspection by the county at any time.

## **QUALITY ASSURANCE:**

The Respondent will prepare and serve food which meets or exceeds the terms and conditions of this contract as well as accepted food service industry standards. The county will assure that this requirement is met by utilizing, but not limited to the following resources:

- Assessment by the County's Jail Support Services Manager(s).
- Facility staff grievances/comments. Grievances must be replied to each facility Grievance Officer], in writing, by the Respondent within 48 hours.
- Opinions from county employees or retained experts (i.e. certified dietician) with experience in and knowledge of food service at no additional cost to the County. [Is this the same dietician that the vendor has on staff?] Yes, each vendor will have their own dietician and their knowledge will be used to mitigate grievances.

The County reserves the right to pull sample trays without prior notification to verify that the portion sizes/weights are correct. Repeated instances of under portioning may result in initiation of termination procedures.

### **SECURITY:**

- 1) All representatives of the Respondent, its employees, and subcontractors must enter and exit the facilities via designated entrances only.
- 2) All representatives of the Respondent, its employees, and subcontractors will be subject to search upon entering, exiting or at anytime within the facility.
- 3) All Respondent employees must adhere to all county procedures and rule of conduct/dress.
- 4) All Respondent employees must wear county applied picture ID badges while in the facility.
- 5) Respondent is solely responsible for the return of all ID badges upon termination/retirement of each employee. Lost or stolen badges must be reported to the Assistant Chief of Each Facility immediately.
- 6) All Respondent employees may be subject to a pre-employment polygraph test.
- 7) All representatives of the Respondent, its employees, and subcontractors will be subject to a criminal background clearance check.
- 8) Admittance to facilities will be denied if previous criminal activities are deemed to compromise security. The decision of the security staff will be final.
- 9) Respondent must ascertain and immediately notify the County if any of its representatives, employees, or subcontractors is related to any person confined as an inmate or detainee.
- 10) Respondent will implement and maintain a check out/check in log for issuance of all sharp utensils. The log and storage area must be accessible to County security personnel at all times.

### **MAINTENANCE AND RESPONSIBILITIES**

Respondent shall be responsible for a complete Preventative Maintenance Program to include repairs (including parts and labor). Maintenance and repairs shall include equipment for kitchens, related dry and refrigerated storage areas. Inmate abuse, misuse or vandalism shall be included in the responsibility for repairs. Items and areas also include:

- 1) All rolling stock: carts, tables, tray racks, portable steam tables, etc.
- 2) All table mounted equipment: slicers, mixers, toasters, blenders, etc.

- 3) All fixed equipment: ovens, fryers, steamers, kettles, mixers and ware washing machines to include booster heaters, etc.
- 4) Respondent shall provide all required disposable supplies such as paper and plastic products due to failure of ware washing machines or equipment at no additional cost to El Paso County. If equipment shut downs are at County request, the county will supply such disposable products.
- 5) Plumbing: all plumbing which is exposed in the kitchen and enclosed in the walls. All plumbing fixtures to include sinks, toilets, etc. Rodding of all sewer lines up to the first available clean-out, to a maximum of 50 feet past the kitchen walls, or up to the sewer line if distance is shorter.
- 6) Electrical: all electrical fixtures and appurtenances in the kitchen walls, ceilings and floors which are exposed and enclosed. This includes switches, plugs, and wiring, to all electrical fixtures.
- 7) Refrigerators, freezers, and walk-in coolers. To include compressors, fans, condensers, evaporators, etc.
- 8) Pumping of kitchen grease traps to include containment pit on an as needed basis.
- 9) Painting of all kitchen and office walls within the kitchen area as needed. To include all repairs to walls, floors and ceilings.
- 10) Annual cleaning of exhaust ducts and chaises from the kitchen exhaust hoods to exterior of the system.

Respondent shall not be responsible for any repairs caused by catastrophic activities to include but not limited to inmate uprising, floods, fire, and earthquakes, etc.

Respondent shall replace the following items due to normal wear and tear:

- Insulated trays and beverage containers
- Light bulbs for the kitchen, food service office, dry and refrigerated storage areas, staff dining room and kitchen.
- Food cart delivery systems

### **REQUIRED RECORDS, REPORTS, AND PERFORMANCE REVIEWS:**

Records - Respondent shall maintain at all facilities the following records which shall be available to the County for review without prior notification:

- 1) Current staffing chart and work schedules which conform to the terms and conditions of this contract.

- 2) Complete job descriptions of all positions.
- 3) Personnel and payroll records which include all days worked and absences.
- 4) Meal/ daily records pertaining to regular quality control procedures such as food temperatures check, tasting, appearance, and specified portioning records used in the food service operation.
- 5) Daily Cleaning List/Log records posted for viewing at all kitchens and staff dining room.
- 6) On a quarterly basis and in addition to the reporting requirements specified elsewhere, the Respondent must submit reports to the County.
- 7) The Respondent will submit a weekly report of meal counts to the designated county representative in each facility.

### **PROPOSAL SUBMISSION:**

- a) Submit one (1) original response on paper and six (6) electronic copies (CD/DVD/Flash drive) in PDF/Word Format to the County of El Paso Purchasing Agent office, 800 E. Overland Rm. 300, El Paso, Texas 79901
- b) Submit typed responses on standard 8 ½ x 11 paper, not to exceed 50 pages; by the due date and time listed in this RFP. All proposals shall be submitted in a sealed envelope, clearly marked to indicate that it is in response to County of El Paso **RFP #16-006 Kitchen and Food Services for the County of El Paso Jail System**
- c) Proposals in the form of emails, email attachments, telephone calls, facsimiles will not be accepted.

### **PROPOSAL FORMAT**

#### **COVER PAGE**

Each proposal must have the County's Proposal Signature Form as the cover page.

#### **LETTER OF TRANSMITTAL:**

The Letter of Transmittal must be on official business letterhead and:

- Identify the applicant organization;
- Identify the name and title of the person authorized by the organization to contractually obligate the organization;
- Identify the legal status of the submitting organization (proprietorship, corporation, non/for-profit, etc.).

- Identify the name, title, telephone, email and FAX number of the person to be contacted for clarification;
- Explicitly indicate acceptance of all requirements of the RFP;
- A statement that the cost proposal is valid for 90 days.
- The contractor acknowledges receipt of any and all amendments to this RFP.
- Letter must be signed by the person authorized to bind the company in any contract with the County.

## **TABLE OF CONTENTS**

The Table of Contents lists all subsequent sections and pages of the proposal in the following format.

1. Company Profile & Experience
2. Proposed lead staff
3. References
4. Cost Proposal

## **COMPANY PROFILE AND EXPERIENCE**

The Respondent shall provide a summary of their current and recent history of past performances related to correctional kitchen and food services. Please address the following information for each item listed below:

- 1) Specify the date organized for providing kitchen and food services in general facilities. Include a brief history of the organization, management structure, current services provided, target populations served, and any other relevant information pertinent to demonstrating the service provider's capability.
- 2) Specify experience in providing food services in correctional facilities. Include in your discussion:
  - Number of employees employed by the company;
  - Annualized dollars of payroll; and
  - Number of years in business.
- 3) List all contracts lost, or not renewed in the last four years (list contact person and telephone number). Please provide narrative describing reasons that contracts have not been renewed. Service provider must specifically identify any contracts from which they have asked to be relieved or any contracts that have been canceled prematurely.
- 4) Provide health and safety records of any violations over the last five year period.
- 5) Provide history of claims, litigations, or arbitration with any owner in the last five years.

- 6) Discuss any company reorganization or restructuring that has occurred within the last three years and discuss how the restructuring will impact upon the service provider's ability to provide services proposed.
- 7) Describe other current or anticipated contractual obligations that have been awarded which will contradict with terms of this contract.
- 8) Provide an organizational chart delineating office organizational structure. Include a project organizational chart showing your proposed commissary service team.
- 9) List all contracts in which you experienced a loss of funds due to fines, delays, damage, liquidated damages, and/or forfeiture of performance bonds in whole or in part.
- 10) Transition Plan - Description of plan to transition current operations to proposer's offering.
- 11) Provide a timeline for start-up of Kitchen & Food Services.
- 12) The Responder's backup Plan:
- 13) The successful Respondent shall provide the County with its backup plan; in the event of an interruption in the following areas and/or services:
  - A. Primary facility.
  - B. Inventory.
  - D. Receiving and shipping.
  - E. Computer technology and hardware.
  - F. Management staff.
  - G. Employee staff.
- 14) Provide a narrative demonstrating the Respondent's ability and knowledge in the supervision and control of inmate labor.
- 15) Provide a narrative demonstrating Respondent's experience with training programs designed for inmate labor.

It is the vendors' sole responsibility to submit information related to the evaluation categories and that County of El Paso is under no obligation to solicit such information if it is not included with the proposal. Failure of the Respondent to submit such information may cause an adverse impact on the evaluation of the respondent's proposal.

The County of El Paso reserves the right to consider historic information and facts gained from the Respondent's proposal, oral presentation, references or other objective data, in the evaluation process.



### **PROPOSED STAFF:**

- 1) Provide a resume for the proposed on-site manager(s) to be assigned to El Paso County jails. Include any correctional experience.
- 2) Provide a resume of any backup personnel in the event the on-site manager isn't available to work.

### **REFERENCES:**

- 1) Submit the names, business addresses, contact name, telephone numbers or e-mail of three correctional agencies whom your company has provided similar kitchen and food services for. One agency must have a combined inmate population of 2,000 or more.
- 2) Submit the names, business addresses, and telephone and fax numbers of at least three of your major suppliers who can speak to the financial capability of the service provider to carry out the requirements set forth in this RFP. Accounting references can include suppliers or other such contractors that your organization is currently using.

### **COST PROPOSAL:**

The Respondent shall provide:

- 1) The total monthly cost to include all materials, labor, and supplies to provide inmate meals, officers meals, and concessions. Break down a price for each facility.
  - a. Assume 1,000 inmates/day + 75 officers/shift for "DDF"
  - b. Assume 2,000 inmates/day + 75 officers/shift for "Annex"
- 2) Optional Price: Total monthly cost as described in Item #1 above, with added 25 support staff per shift.

**EVALUATION CRITERIA:**

The County will review proposals and determine those that are responsive. The County does not obligate itself to accept the lowest cost proposal. The County reserves the right to accept or reject any or all proposals, waive minor irregularities and choose the proposal (or part thereof) which is most advantageous to the County. In evaluating qualified proposals the following consideration will be taken into account for award recommendations:

| <b>Criteria</b>                                                                | <b>Total Possible Points</b> |
|--------------------------------------------------------------------------------|------------------------------|
| Meets specifications, methodology and overall quality and value to the County. | 40                           |
| Past experience of Company and proposed lead personnel                         | 30                           |
| References                                                                     | 20                           |
| Completeness of proposal                                                       | 10                           |
| <b>TOTAL POINTS:</b>                                                           | <b>100</b>                   |

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

**These General Provisions are considered standard language for all County of El Paso bids and RFP documents. If any “specific bid requirements” differ from the General Provisions listed here, the “specific bid requirements” shall prevail.**

### **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 1 years;
- Have adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for 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-two hours 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 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:

**INSURANCE REQUIREMENTS FOR CONSTRUCTION AND OTHER SERVICES PROVIDED TO THE COUNTY OF EL PASO**

GENERAL LIABILITY:

\$1,000,000 – Each Occurrence  
\$1,000,000 – General Aggregate  
\$1,000,000 – Personal & Advertising Injury  
\$1,000,000 – Products/Completed Operations – Aggregate  
    \$5,000 – Premises Medical Expense  
    \$500,000 – Fire Legal Damage Liability  
County named as “Additional Insured”  
Waiver of Subrogation

AUTOMOBILE:

\$1,000,000 – Each Occurrence  
County named as “Additional Insured”  
Waiver of Subrogation

WORKERS COMPENSATION:

\$1,000,000 – Employers Liability – Each Accident  
\$1,000,000 – Employers Liability – Each Employee  
\$1,000,000 – Employers Liability – Disease – Policy Limit  
Statutory Limits  
Waiver of Subrogation

CONSTRUCTION PROJECTS additional requirements:

Builders Risk Policy for total amount of completed project  
Bid Bond  
Performance & Payment Bond

PROFESSIONAL SERVICES additional requirements:

Limit of \$1,000,000 for E&O/Professional Insurance.

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. MANDATORY DISCLOSURES:**

Texas law requires the following disclosures by vendors:

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

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

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

In 2015, the Texas Legislature added Section 2252.908 to Chapter 2252 of the Texas Government Code. Pursuant to Section 2252.908, for contracts entered into January 1, 2016 and after, the awarded vendor must submit to the County a completed "Certificate of Interested Parties" form, which will be included in the Commissioners Court agenda at the time the contract is approved and sent to the Texas Ethics Commission within 30 days thereafter. For Bidder's information and convenience, a blank Certificate of Interested Parties Form is enclosed with this bid. Blank Certificate of Interested Parties Forms may also be obtained by visiting the Purchasing Department website at: <http://epcounty.com/purchasing/bids/default.htm>.

**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, of 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 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 contract 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 contract 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 TRAINING AFFIDAVIT FORM**

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

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

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

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

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

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

**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.



# 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 subcontractor's employees are currently enrolled in the health insurance benefits program?

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

**Checking Box #3 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 # 16-006, Kitchen and Food Services for the County of El Paso Jail System

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 David Stout  
Commissioner Vicente M. Perez  
Commissioner Andrew Haggerty

County Employees: Kennie Downing, Purchasing Agent  
Jose Lopez, Jr., Assistant Purchasing Agent  
Peter Gutierrez, Buyer II  
Elvia Contreras, Formal Bid Buyer  
Blanca Carbajal, Inventory Bid Technician  
Lucy Balderama, Inventory Bid Technician  
Edward Dion, County Auditor  
Wallace Hardgrove, Budget & Financial Manager  
Josie Brostrom, Assistant County Attorney  
Michael Martinez, Administration  
Lorena Rodriguez, Analyst  
Richard D. Wiles, Sheriff  
Robert Flores, Commander  
Tom Whitten, Chief

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**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| <p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>                                                                                                                                                                                                                                                                       | <p><b>OFFICE USE ONLY</b></p> <hr/> <p>Date Received</p> |
| <p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                          |
| <p><b>2</b> <input type="checkbox"/> 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                          |
| <p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                          |
| <p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> |                                                          |
| <p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                          |
| <p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                          |
| <p><b>7</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                          |

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(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.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government 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); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(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 vendor:

- (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 vendor 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);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

|                                                                                                                                   |                        |
|-----------------------------------------------------------------------------------------------------------------------------------|------------------------|
| Complete Nos. 1 - 4 and 6 if there are interested parties.<br>Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. | <b>OFFICE USE ONLY</b> |
| <b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b>         |                        |
| <b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b>           |                        |

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

| 4<br>Name of Interested Party | City, State, Country<br>(place of business) | Nature of Interest (check applicable) |              |
|-------------------------------|---------------------------------------------|---------------------------------------|--------------|
|                               |                                             | Controlling                           | Intermediary |
|                               |                                             |                                       |              |
|                               |                                             |                                       |              |
|                               |                                             |                                       |              |
|                               |                                             |                                       |              |
|                               |                                             |                                       |              |
|                               |                                             |                                       |              |
|                               |                                             |                                       |              |
|                               |                                             |                                       |              |

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

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

**RFP # 16-006  
Kitchen and Food Services  
for the County of El Paso Jail System**

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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. Thursday, March 3, 2016. Did you visit our website ([www.epcounty.com](http://www.epcounty.com)) for any addendums?

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

\_\_\_\_\_ 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 sign and complete the required "Conflict of Interest Questionnaire"?

\_\_\_\_\_ Did you sign and complete the required "Certificate of Interested Parties Form"?

\_\_\_\_\_ Did you complete and sign the required "Ethics Training Affidavit Form"?

\_\_\_\_\_ Did you provide one original and six (6) electronic versions of the complete proposal (CD/DVD/Flashdrive) in Word/PDF Format? Electronic copies must reflect original hard copy.