



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

Notice to Interested Parties

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 800 E. Overland, RM 300, El Paso, Texas 79901 before 2:00 p.m., Thursday, October 25, 2018 to be opened at the County Purchasing Office the same date for Congregate and Home Delivered Meals for the City-County Nutrition Program.

**Proposals must be in a sealed envelope and marked:
"Proposals to be opened Thursday, October 25, 2018
Congregate and Home Delivered Meals for the
City-County Nutrition Program
RFP Number 19-003**

Do not contact the requesting department. Any questions or additional information required by interested vendors must be e-mailed to: bidquestions@epcounty.com before Thursday, October 11, 2018, 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 ; click button labeled "**Directory**", search for and select "**Purchasing**", click on button labeled "**List of Bids**".

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.

DEBRA CARREJO CPPO, CPPB
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

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. /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

RFP # 19-003 Congregate and Home Delivered Meals for the City-County Nutrition Program Vendor must meet or exceed specifications
Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. Please submit one (1) original copy and five (5) electronic versions of the complete proposal (CD/DVD/Flash drive) in Word/PDF Format. Electronic copies must reflect the original hard copy.

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*****

Congregate and Home Delivered Meals for the City-County Nutrition Program

RFP # 19-003



**Opening Date
Thursday, October 25, 2018**

1. PURPOSE

- 1.1 The County of El Paso, through funding made available to the City-County Nutrition Program from federal, state and local grants, will provide a nutritious noontime meal to persons age sixty (60) and over and persons with disabilities in two distinct settings, Congregate and Home Delivered.
- 1.2 The meal delivery service includes twenty (20) congregate senior sites located within the boundaries of the County of El Paso where meals are served at noontime to approximately 1000 senior program participants and home delivered meals to approximately 1400 program participants living in their homes within the County of El Paso.
- 1.3 The County of El Paso is seeking a qualified Vendor to prepare, package and deliver approximately 2400 congregate and home delivered daily meals, 260 serving days per year, in accordance with the contract requirements.
- 1.4 The resultant Contract will be in effect for an initial period of **three (3) years with the option to renew for an additional 2, 2-year renewal options**, a maximum term of seven (7) years based upon Vendor performance and meeting the requirements of the Contract.
- 1.5 The El Paso City-County Nutrition Program has grown throughout the years and has continued to maintain the trust and respect from the different funders, program participants and the community of El Paso. The different funding sources that reimburse the County of El Paso for the meals served have eligibility criteria that must be met before an individual may begin receiving a free noontime meal from the City-County Nutrition Program. The program must meet all the expectations of each funding source and must ensure all contracted vendors meet the expectations while delivering exemplary customer service to all the program recipients of a nutritious noontime meal. The City-County Nutrition Program places an utmost interest in assuring that the lives of those who receive a meal through this program are nourished and enriched through the nutritious meal provided; thereby, promoting their health, well-being and independence.

2. BACKGROUND

- 2.1 The El Paso County has administered the El Paso City-County Nutrition Program for over 30 years and intends to continue nourishing the lives of many adult seniors in need of the meal service.

Inspired by the Older Americans Act of 1965, El Paso joined many communities across the nation in providing a nutritious daily, noontime, meal to persons age (60) and older and persons with disabilities. The El Paso City-County Nutrition Program throughout the years has provided meals in two distinct settings, congregate and home delivered.

- 2.2 The program serves meals in a group setting, congregate, Monday through Friday, 260 serving days per year, throughout twenty (20) different sites located across the El Paso County. Twelve of the congregate sites are owned and operated by

the City of El Paso Parks and Recreation Department. The other eight sites are in El Paso County owned facilities (three), in facilities owned by small municipalities in El Paso County (two), in a private sector apartment community (two) and in a not for profit community center (one). The congregate lunch menu consists of a daily noontime meal served to approximately 1000 registered participants throughout the twenty (20) centers. The meals are served no earlier than 11:00 am, no later than 12:00. Twelve (12) of the congregate centers have the capability of receiving warm bulk food for the noontime service while the other eight (8) locations must have pre-plated meals delivered. At the centers where meals are delivered in bulk serving trays, the Vendor must serve the meals and perform all necessary kitchen clean-up.

- 2.3 The program also serves home delivered meals to approximately 1400 frail elderly and persons with a disability living in their own home within the El Paso County. The meals for homebound participants are individually packaged and delivered during the week, no earlier than 10:30 am and no later than 1:30 pm, 260 total serving days per year. While most eligible participants receive five (5) meals a week, there are some participants that are eligible to receive up to six (6) home delivered meals. To maintain costs at a manageable level, the program receives a waiver from the Health and Human Services Commission of Texas to deliver homebound meals through an alternate delivery schedule while still complying with all program requirements as stated in the Texas Administrative Code (TAC). That schedule is as follows:

Route A: Home Delivered Meal Service on Monday & Wednesday & Friday

Route B: Home Delivered Meal Service on Tuesday & Thursday and Friday

- 2.4 Currently, all meals for both congregate and home delivered meals are prepared and packaged in one (1) City of El Paso owned and operated kitchen. On average approximately 1700 – 2400 daily meals, both congregate and home delivered meals, are prepared, packaged and delivered from this one kitchen. Meals must meet the nutritional requirements specified by the Older Americans Act, 1/3 of the Recommended Daily Intake (RDI), and must also meet state standards identified in the Texas Administrative Code, Title 40 Part 1, Chapter 55 related to contracted services for HHSC. Additional requirements that must be met are found in Title 40, Chapter 85 of the Texas Administrative Code (TAC), 25 TAC Chapter 229.
- 2.5 The City-County Nutrition Program has a fleet of 12 County vehicles that will be available to the contracted vendor for transporting congregate and home delivered meals. The vehicles are used as cargo vans and must comply with applicable cargo van requirements. As a part of this proposal, the vendor must identify if additional GPS equipped cargo vehicles are necessary to perform on this contract. All vehicles must be equipped with GPS. County vehicles must also have GPS equipment installed as part of this contract. Cost of such investment must be included in the overall cost under either of the options listed below.

3. Kitchen and Equipment

- 3.1 It is the County's intent to administer the City-County Nutrition Program in the most efficient and cost effective manner. Therefore, the County of El Paso will review and consider proposals from vendors for one of three different options. The County will select the best most responsive option from all three options.
- 3.2 **OPTION ONE**—Provide required services out of **one kitchen** to include daily preparation, packaging and delivery of approximately 2400 congregate and home delivered meals. This kitchen is located at 600 S. Ochoa, El Paso, TX 79901. This kitchen is owned and operated by the City of El Paso and some of the equipment is owned by the current vendor.
- 3.3 **OPTION TWO**—Provide services out of **two kitchens** to include daily preparation, packaging and delivery of approximately 1000 congregate and approximately 1400 home delivered meals. Congregate meals are to be prepared from one kitchen and home delivered meals from the second kitchen. One kitchen is located at 600 S. Ochoa, El Paso, TX 79901. The second kitchen is located at Wellington Chew Senior Nutrition Center, 4435 Maxwell 79904. Both kitchens are owned by the City of El Paso. The Wellington Chew kitchen may not be adequately equipped for large scale food service preparation. In this option, vendor must identify the equipment needed and include the cost of such investment under this option.
- 3.4 **OPTION THREE**—The vendor may propose an alternate option from the ones listed above for the daily preparation, packaging and delivery of approximately 2400 daily meals for both congregate and home delivered service. In this option, the vendor may propose alternate food preparation locations and service delivery alternatives and include all costs associated with this option.
- 3.5 If the Vendor opts to utilize the City of El Paso owned kitchen(s) listed above, the Vendor is solely responsible for the preventative maintenance and repair of the existing equipment utilized by the Vendor. Vendor will make those arrangements directly with the City of El Paso. All preventative maintenance and repairs must be consistent with industry best practices and coordinated with City personnel.
- 3.6 The Vendor will be responsible for cleaning kitchens and contiguous areas, cleaning kitchen equipment, waste disposal, grease trap, and pest control services in the preparation kitchen(s), at least once per month.

Congregate Meal Services

4. Service Description

- 4.1 Congregate Meal Services provide a nutritious meal containing at least 1/3 of the Recommended Daily Intake (RDI) for an individual in a congregate meal setting. Meals shall be hot or cold and must be culturally appropriate to the local region. One unit is equal to one meal. The meal service helps to increase the nutrient intake of participants to prevent or reduce the risk of chronic diseases, preserve and promote health, well-being and independence.

- 4.2 Congregate meals are served daily, Monday through Friday, starting approximately at 11:30 am to 12:00 pm, except during City / County of El Paso holidays when sites are closed.
- 4.3 Dining areas of the congregate sites shall be cleaned after each meal service to include tables, chairs, floor surfaces and restrooms.
- 4.4 The meal service is for registered congregate program participants of the City-County Nutrition Program throughout the twenty (20) Senior Nutrition sites. List of service sites with addresses is attached and labeled **Exhibit A**.
- 4.5 The Vendor shall include a birthday cake on one day during each month at all nutrition service sites as a celebration for those participants having a birthday during the month.
- 4.6 The Vendor will provide one special summer meal, such as a barbecue, at each site on a rotation basis throughout the summer months starting in the month of May so that each center has one such event to increase participation and customer satisfaction.
- 4.7 Vendor will provide salsa for all meals in addition to condiments such as salt, pepper, mustard or catsup for specific meals.
- 4.8 Meals will be served in bulk, with the exception of the following eight (8) sites, which require pre-plated meals: Chihuahueta, Clint, McCall, Montana Vista, Northeast, O'Rourke (Friendly), San Elizario, Socorro.
- 4.9 Vendor will clean the public restrooms at five (5) centers: Canutillo, Fabens, Northeast, San Elizario and Clint.

5. Vendor Service Requirements

The Vendor shall also perform the following services:

5.1 Standard Requirements

The Vendor shall be responsible for the food, utensils, napkins, condiments and service for the congregate meals at all locations listed in Exhibit A.

- 5.1.2 All meal menus must be culturally appropriate to the local region while complying with the Older Americans Act, §339(2) (A), related to compliance with the current Dietary Guidelines for Americans and Dietary Reference Intakes (RDI). Planned menus must provide a variety in flavor, consistency, texture, and temperature. Each meal must contain 1/3 of the RDI as described in the Older Americans Act and required by the program funder, Area Agency on Aging (AAA) and the Health and Human Services Commission.
- 5.1.3 Vendor shall have in staff or hire by the time of bid submittal a registered dietician to ensure all nutritional requirements are met as mandated by the Texas

Administrative Code, Title 40, Chapter 55, §55.7. Credentials for the registered dietician must be included as part of this proposal.

- 5.1.4 Vendor shall conduct a background check on every prospective new employee and provide the City-County Nutrition Program Manager the name and social security number of every prospective new employee to assure an Employee Misconduct Registry (EMR) check is conducted before the prospective employee assumes duties as part of this contract.
- 5.1.5 Vendor shall provide a nutritional analysis for each meal substitution and/or change.
- 5.1.6 Vendor will be required to develop and implement an emergency plan to be used when the meal cannot be prepared or is unsuitable for consumption. This includes a one-day emergency menu with supplies on hand for implementation.
- 5.1.7 Vendor, Dietician and County Program staff shall meet once quarterly to review and revise upcoming quarter menus.
- 5.1.8 Vendor must distribute an annual customer satisfaction survey. The survey must include a sample of participants from both congregate and home delivered settings. The survey shall be given to all program participants and must ensure a response rate of at least 30%. The results of this annual survey must be submitted to the Nutrition Program Manager, no later than May 30 of each year. The results will also reflect which congregate sites were surveyed.
- 5.1.9 Vendor will prepare and distribute monthly nutrition education materials to congregate and home delivered program participants as recommended by the registered dietician to meet requirement in Texas Administrative Code. Monthly sign-in sheets will be submitted to the Nutrition Program Staff as verification of monthly nutrition education distribution.
- 5.1.10 Vendor must comply with all rules, standards and guidelines established by the federal Older Americans Act, the Health and Human Services Commission, and the Rio Grande Council of Governments Area Agency on Aging, the City of El Paso and the County of El Paso.

5.2 **Special Requirements**

Vendor shall provide sack lunch options for senior site events and/or field trips. This type of event will occur at least once every 12 months. Vendor will be provided with at least a 14 day advanced notice of any such events.

- 5.2.1 Sack lunches are cold meals provided in individual portable containers.
- 5.2.2 Sack lunch meals must meet the congregate meal requirements.
- 5.2.3 Vendor will be required to provide Special Event Meals which coincide with the theme of the event and/or holiday. Special Event meals must meet the 1/3 of the RDI as described in the Older Americans Act and will be in celebration of special

events such as Lent/Easter (traditional lent menu on Fridays during Lenten season), Mother's Day, Father's Day, 4th of July, Labor Day, Thanksgiving and Christmas.

- 5.2.4 On occasion, the Vendor will provide assistance developing and distributing promotional materials, surveys and collection systems. The work performed by the Vendor will be considered contracted responsibilities.

6. LICENSURE / CERTIFICATION REQUIREMENTS

The Vendor shall ensure that:

- 6.1 Registered Dietitians must be licensed by the Texas State Board of Examiners of Dietitians; or have a Bachelor's or Master's degree in food and nutrition, dietetics, or food service management (TAC 40, Chapter 55, §55.7). Credentials for the registered dietician must be included as part of this proposal.
- 6.2 All Vendor employees and volunteers must receive required training (TAC 40, Chapter 55, §55.9, Training Requirements).
- 6.3 The Vendor must maintain documentation to show that staff and volunteers meet the training requirements throughout the terms of the contract.

7. MENU PLANNING

- 7.1 A five-week menu cycle menu is required to support meal variety for all participants in the congregate and home delivered programs. The menu items must reflect the cultural food preferences of the majority of program participants. Planned menus must provide a variety in flavor, consistency, color, texture, appearance and temperature. Menus shall be planned to reduce frequently repeated menu choices.
- 7.2 Meals shall be hot (for congregate and homebound setting), chilled or frozen (for homebound setting only) and will be culturally appropriate to the local region while complying with the Older Americans Act, §339(2) (A), related to compliance with the current Dietary Guidelines for Americans and Dietary Reference Intakes (RDI).
- 7.2 Food components are required to be fresh, ripe, edible and within date of expiration upon time of consumption. The entrée protein may not be repeated more than two (2) times in the same service week.
- 7.3 The number of processed main entrees (e.g. hot dogs, sausage, pressed lunch meats, etc.) must be limited to no more than 10% of the main entrée choices per cycle.
- 7.4 The Vendor will attend quarterly menu meetings with the City-County Nutrition Program staff.

7.5 Menu and Nutritional Analysis Submittal and Approval

- 7.5.1 The Vendor will be required to submit final menus signed and certified by the Registered Dietician to the City-County Nutrition Program staff for posting by the 10th of the month preceding the month the menu becomes effective. Menu items must be specific and include the detail of the food item.
- 7.5.2 The Vendor shall retain and make available, each year, the menus for audit purposes.

7.6 Menu Changes and Substitutions

All menu changes and substitutions must be documented and available for review. The Vendor shall notify the City-County Nutrition Program staff as soon as the decision to change or substitute a product has been made. Substitutions can only be made because of a temporary inability to obtain certain foods and must be selected from the same food group. All substitutions, to include holiday and special occasion menus, must meet menu requirements unless otherwise approved by the City-County Nutrition Program.

7.7 Meal Preparation

All prepared meals shall be prepared to retain maximum nutritive value, color, flavor and texture.

- 7.7.1 Hair nets and beard guards must be worn by all kitchen staff.
- 7.7.2 Gloves must be worn by all kitchen and serving staff when handling ready-to-eat foods.

7.8 Congregate Meal Serving Service

The Vendor will provide all congregate meal serving. The Vendor will provide at a minimum, three (3) extra meals daily to substitute for an unsatisfactory participant meal, or to compensate for a kitchen error. These meals will not be charged to the City-County Nutrition Program.

- 7.8.1 The Vendor shall document and maintain record of the number of meals delivered to each site, the temperature upon arrival and the temperature at serving. Vendor will staff appropriately to ensure meal serving service is completed within 30 minutes from the time the serving services begin. City-County Nutrition Staff or volunteers are not expected to assist with serving service.
- 7.8.2 Hot Foods must be served at 140 degrees Fahrenheit or above and cold foods at 40 degrees Fahrenheit or below. Temperatures must be taken at the time of meal serving service and must be maintained throughout the meal serving time. The food must arrive at the senior centers hot, between 140 and 180 degrees Fahrenheit, and cold at or below 40 degrees Fahrenheit. Meals must be served at the scheduled time every day unless approved by the City-County Nutrition staff.

- 7.8.3 Portion control is to be carefully monitored to assure compliance with the 1/3 of the Recommended Daily Intake (RDI), per TAC, Title 40, Chapter 55, §55.15.
- 7.8.4 Following meal serving, Vendor will be required to clean and sanitize the meal area. The kitchen(s) at all congregate locations are to be left in the condition in which it was found or better and ensure the level of cleanliness is suitable for kitchen operations consistent with industry standards.
- 7.8.5 Vendor shall provide prepackaged heavyweight utensils for all meals, which shall contain a fork, spoon, knife, and napkin.
- 7.8.6 Vendor shall develop and provide a written emergency/contingency plan for meal delivery in case of fire, flood, natural catastrophe, or facility problem. The plan will be kept on file with the City-County Nutrition Program and the Vendor. The emergency/contingency plan will include a three-day emergency menu with supplies on hand.

8. STAFF TRAINING

The Vendor must comply with training requirement as stated in TAC, Title 40, Chapter 55, §55.9. Record of training completion of all employees must be kept and made available to the City-County Nutrition Program staff during the quarterly monitoring and/or during funder annual, bi-annual compliance monitoring.

- 8.1 The Vendor must provide and document at least one hour of training initially to all staff, including volunteers, who come in contact with clients by serving and/or delivering meals before the staff or volunteers assume duties. The training must be provided in person or in a written document approved by the contract manager. Training topics must include:
 - (1) Client confidentiality;
 - (2) Procedures used in handling emergency situations involving clients;
 - (3) Sanitary methods used in serving and delivering meals;
 - (4) General knowledge and basic techniques of working with the aged and individuals with disabilities; and
 - (5) Personal hygiene
- 8.2 The Vendor must provide at least two hours of training to staff and volunteers who come in contact with clients other than through serving or delivering meals before they assume duties. Training topics must include:
 - (1) Client confidentiality;
 - (2) Procedures used in handling emergency situations involving clients;
 - (3) General knowledge and basic techniques of working with the aged and individuals with disabilities; and
 - (4) Orientation on applicable Texas Department of Human Services and provider agency forms, procedures, and policies.

8.3 The Vendor must provide at least two hours of training to the food service supervisor before the supervisor assumes duties. Training for the supervisor must include:

- (1) Personal hygiene;
- (2) Food storage, preparation, and service;
- (3) Equipment cleaning before, during, and after meal service;
- (4) Selections of proper utensils and equipment for transporting and serving foods;
- (5) Automatic and manual dishwashing procedures; and accident prevention.

8.4 The Vendor must keep on file a record of all staff training(s) to include the following: employee name, type of training, date of training, training agenda, sign-in sheet, and training reference materials, if applicable.

9. MONITORING

The City-County Nutrition Program must comply with the rules and regulations and the law governing the different funding sources of the program. In order to assure compliance is being met by the Vendor, quarterly and/or random monitoring must take place.

9.1 Vendor will allow the City-County Nutrition Program to inspect/monitor production kitchen(s), randomly, and will submit a report to the Vendor within ten (10) days of the inspection. Items to be reviewed include but are not limited to: Kitchen equipment, sanitation, supply and storage areas, kitchen personnel, food temperatures, and quality of the meal service.

9.2 Vendor will allow the City-County Nutrition Program to ride along on each delivery route at least once a quarter or randomly to observe the driver and to assure that all delivery standards are being met. The City-County Nutrition Program staff will prepare a report after the monitoring and inform Vendor of any deficiencies that must be corrected within ten days after the monitoring.

9.3 Vendor will maintain record of: Current Certifications/Food Handler Cards of all staff required to have this certification; Employee food safety and sanitation practices in accordance with applicable City of El Paso Health Inspection Department; Meals prepared and served as shown on approved menu; Meal presentation including appearance, taste, and portion size servings; and, Observe kitchen, staff, storage areas, and bathrooms to ensure compliance with standards and regulations. Record of these items may be requested by the City-County Nutrition Program before, during or after quarterly monitoring.

10. HOME DELIVERED MEALS (HDM)

Requirements as stated above regarding Kitchen/Equipment, Licensure/Certification Requirements, Menu Planning, Staff Training and Monitoring apply the Home Delivered meal program in accordance with TAC, Title 40, and Chapters 55 & 85.

11. ELIGIBILITY REQUIREMENTS

For the purpose of the home delivered meal program, persons, age sixty (60) or older who are homebound because of illness or a disability are eligible to receive home delivered meal services. Persons receiving home delivered meals are not eligible to receive a congregate meal while receiving a home delivered meal.

12. SERVICE DESCRIPTION

HDM services provide a nutritious hot, chilled and/or frozen meal containing at least one-third of the DRI delivered to an eligible participant at his/her place of residence. The meals must meet the standards established by the Older Americans Act, §339(2) (A). One unit is equal to one meal. Home delivered meal services provide frail elderly and individuals with disabilities, in their home or place of residence, a nutritious daily noontime meal. The daily meal allows older adults to remain independent in their homes and communities.

- 12.1 The vendor will be required to have a face-to-face encounter with the client at least once per week. This weekly contact requirement will also serve as a “wellness check” to assure the general health and well-being of the client.
- 12.2 Meals shall be delivered to all home delivered meal program participants, Monday – Friday, within the 3-hour window, 10:30 am – 1:00 pm, as stated in the Texas Administrative Code (TAC), Title 40, Chapter 55, §55.27. In some cases, a sixth meal is delivered frozen, generally with the Friday meal, to homebound participants authorized for that service by the applicable funding source.
- 12.3 Meals shall be delivered on alternate days, in accordance to assigned route schedule, in which a hot meal and/or a chilled and frozen meal are provided to the participant to ensure a meal is received for each day of the week, to include but not limited to Saturday. Special accommodations will be considered on a case by case basis.
- 12.4 The Vendor shall be required to have a weekly face-to-face encounter with a program participant.
- 12.5 The Vendor must serve the home delivered meals in a serving container that is easy to open and appropriate for reheating in a microwave oven.
- 12.6 Home delivered meal carriers, both hot and cold, must be sealed tightly immediately after packaging and must be opened only as necessary to remove individual meals. Cold foods must be packed in separate containers from hot foods. Cold foods must be packed on ice or with re-freezable ice packs. Bread items should be packaged separate from hot foods. Vendor will ensure bread slice and/or dinner rolls are not packaged in such way that the participant receives a flatten bread slice and/or dinner roll. All baked goods (i.e., cookies, cake slices, crackers, and shelf-stable items) must be packaged in a separate package than the one for the bread and/or dinner roll package.

13. FLEET OF VEHICLES

- 13.1 The Vendor will maintain a fleet of vehicles sufficient to deliver meals for the congregate and home delivered meal program within the required three-hour (3 hour) serving window. This includes the fleet of 12 County owned vehicles that will be made available to the vendor as part of this contract. The Vendor will ensure all vehicles under this contract have valid license plates. The vehicles must be kept neat and clean at all times. Individual delivering the meal must be a minimum of eighteen (18) years of age and hold a valid driver's license and shall clearly display an identification badge and/or uniform when delivering meals. The Vendor must utilize industry standard GPS systems in all vehicles, to include but not limited to, the County fleet of vehicles used for delivering program meals. The proposal should reflect the cost of the vehicles invested (if any), all vehicle maintenance, GPS systems, fuel, oil, insurance, and vehicle storage expenses.
- 13.2 The County has a fleet of twelve (12) vehicles that will be made available to the vendor under this contract to deliver congregate and home delivered meals. The Vendor will provide the City-County Nutrition Program Manager a Monthly Vehicle Maintenance Report that reports each County Vehicle by assigned number; vehicle make/year/model of vehicle; license number; odometer miles; date when miles read; repairs, and service description (e.g., title & registration, oil change, tires replaced, etc.)
- 13.3 Contractor will maintain physical damage, bodily injury, collision, and liability insurance on all vehicles, including County-owned vehicles. The amount of liability guaranteed by the contract shall be not less than \$1,000,000.00 for damages for any one incident and not less than \$2,000,000.00 in the aggregate. Said policy shall name the El Paso County as additional insured and loss payee.

14. REPORTING/INVOICING REQUIREMENTS

The Vendor shall electronically submit the weekly invoice to the City-County Nutrition Program on Wednesdays for prior week services. One unit of service is one meal per individual, per day. Vendor must utilize industry standard technology to maintain accurate daily count of total meals served, delivered, and returned. Invoice must include the following:

Date of Invoice; Invoice Number; Due Date; Federal Tax Id Number; Date of Service; total number of meals/units delivered for congregate program/home delivered meal program; unit price for each program; and, the total price for each program as well as, the total invoice amount for both programs.

- 14.1 Nutrition program staff will verify invoices for accuracy and return to the Vendor if inaccurate meal counts are billed. Once discrepancy is corrected, invoice will be returned to nutrition program staff to submit for payment. Inaccurate invoices may be delayed for payment until properly corrected.
- 14.2.1 Vendor must submit to the City-County Nutrition Program Administrative Specialist a "no-shows" report identifying the number of meals returned due to participants not being home when meal delivery was attempted.

Additional Bid Documents – Along with the Bid Price Sheet, the vendors shall also include:

1. A sample menu cycle with meals that meet the cultural food traditions of our predominantly-Hispanic population.
2. An emergency service plan for inclement weather to ensure that home delivered meal participants receive a meal.
3. Outline a process for handling client complaints to include response time.
4. Demonstrate a minimum of six (6) years experience in food preparation, preferably in a senior meal program.
5. A statement of its financial condition and a statement that is not debarred from doing business with either the state of Texas or the federal government.
6. A minimum of three (3) references of current customers in which similar meal services are being provided. Provide company name, address, phone number and contact name.

15. Evaluation Criteria

The responses received will be evaluated and ranked according to the following criteria:

Soundness of Proposed Approach in Meeting Service Requirements 25%

Proposer outlines a logical approach to the proposed requirement.

- Familiarity with best practices in meal delivery services
- Familiarity with local demographics and senior communities
- Size of additional GPS equipped cargo vehicles (in addition to 12 provided by County)
- Financial Stability
- Additional value added

Prior Experience in Large Scale Meal Delivery Service 20%

Proposer provides sufficient evidence of its ability to succeed in past projects that are recent, similar to County needs and focused on comprehensive meal delivery service.

Staff Qualifications, Licensing/Accreditation 15%

List staff to serve under this project and qualifications as indicated in Section 6 of specifications

Cost/Fee Schedule 15%

Menu Planning and Options 10%

- Menu Changes
- Meal Preparation
- Meals must meet standards by Older Americans Act

Reporting and Monitoring 5%

Staff Training 5%

References 3%

Contractor shall provide the following reference information.

- The names, business address, and telephone numbers and email addresses of three (3) individuals and/or organizations who can attest to the Contractor's capability of the Contractor to carry out the requirements in this proposal.

Health Insurance Provision for Employees 2%

The County is authorized to allow consideration for those firms providing evidence of reasonable health insurance for their employees.

Total 100%

PRICE SHEET
RFP #19-003
Congregate and Home Delivered Meals for the
City-County Nutrition Program

Note: Any firm that does not submit pricing in price sheet provided **will not** be considered for award.

Name _____ Address _____
 Contact Name _____ Phone Number _____
 E-mail _____

Option #1 (Section 3, 3.2) – Utilizing the existing kitchen and existing equipment:

ITEM	DESCRIPTION	PRICE PER MEAL
1	Congregate Meal	\$
2	Homebound Meal – Daily delivery	\$
3	Homebound Meal – Alternate days	\$

Option #2 (Section 3, 3.3) – Utilizing the existing kitchen at 600 S. Ochoa St. and the kitchen located at the Wellington Chew Center, 4435 Maxwell St.; congregate meals are to be prepared from one kitchen and home delivered meals from the second kitchen. In this option, vendor must identify the equipment needed and include the cost of such investment in the price per meal cost under this option:

Congregate Kitchen Scenario:

ITEM	DESCRIPTION	PRICE PER MEAL
1	Congregate Meal	\$

Homebound Meal Kitchen Scenario:

ITEM	DESCRIPTION	PRICE PER MEAL
1	Homebound Meal – Daily delivery	\$
2	Homebound Meal – Alternate days	\$

Option #3 (Section 3, 3.4) – See **Exhibit B**

This option allows the vendor flexibility to propose alternate food preparation location(s) and service delivery alternatives, other than options 1 & 2 listed above. Vendor must include all associated costs with this option in the price per meal.

Use Exhibit B as template to describe proposed location(s), delivery alternates and associated costs, before completing this table below:

ITEM	DESCRIPTION	PRICE PER MEAL
1	Congregate Meal	\$
2	Homebound Meal – Daily delivery	\$
3	Homebound Meal – Alternate days	\$
4	Equipment Costs	\$

CLIENT Reference Form

(Three (3) references are required, make copies of this form)

Vendor name: _____

Customer name: _____

Customer contact: _____

Customer phone number: _____

Customer E-mail address: _____

Duration of Contract: _____

Vendor name: _____

Customer name: _____

Customer contact: _____

Customer phone number: _____

Customer E-mail address: _____

Duration of Contract: _____

Vendor name: _____

Customer name: _____

Customer contact: _____

Customer phone number: _____

Customer E-mail address: _____

Duration of Contract: _____

List of Congregate Nutrition Sites

1. **Canutillo** : 7361 Bosque Rd. 79835
Phone: 877-2622
2. **Carolina** : 563 N. Carolina 79915
Phone: 592-8710
3. **Chihuahuita**: 417 Charles 79901
Phone: 533-6909
4. **Clint**: 200 N. San Elizario 79836
Phone: 851-3397
5. **Eastside**: 3200 Fierro 79935
Phone: 591-4292
6. **Fabens**: 201 Camp 79838
Phone: 764-3580
7. **Grandview**: 3134 Jefferson 79930
Phone: 566-1217
8. **Hilos de Plata**: 4451 Delta 79905
Phone: 533-3207
9. **McCall** 3231 Wyoming 79903
Phone: 566-2407
10. **Memorial** : 1800 Bryon 79930
Phone: 562-4260
11. **Montana Vista**: 14618 Greg Dr. 79938
Phone: 857-1567
12. **Northeast (Transmountain Apts.)**: 5317 Transmountain 79924
Phone: 759-6892
13. **Pat O'Rourke (Friendly)**: 901 N. Virginia 79902
Phone: 533-1611
14. **Pavo Real**: 9311 Alameda 79907
Phone: 860-9131

Exhibit A (continued)

15. Polly Harris: 650 Wallenburg 79912
Phone: 581-9525

16. San Elizario (Presidio Palms 1 Apts): 12960 Alnor San Elizario, TX 79849
Phone: 764-3580

17. San Juan: 5701 Tamburo 79905
Phone: 772-8365

18. Socorro: 901 Rio Vista 79927
Phone: 860-8615

19. Southside: 600 S. Ochoa 79901
Phone: 577-9870

20. Wellington Chew: 4435 Maxwell 79904
Phone: 757-2523

General Provisions County of El Paso, Texas

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

1. BID/PROPOSAL PACKAGE

- a. The request for bid/proposal, general and special provisions, drawings, specifications/line item details, contract documents and the bid/proposal sheet are all considered part of the bid/proposal package. Bids/Proposals must be submitted on the forms provided by the County, including the bid/proposal sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the bid/proposal sheet/contract page (s) may disqualify the bid/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 bid/proposal and to sign the bid/proposal sheet/contract under the terms and conditions in this bid/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 bid/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 bidder/proposer is required to thoroughly review this entire bid/proposal packet to familiarize themselves with the bid/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. **Bid/Proposal must be in the Purchasing Department BEFORE the hour and date specified. Faxed or e-mailed bids/proposals will not be accepted. Late bids/proposals will not be considered under any circumstances.**
- c. Any bid/proposal sent via express mail or overnight delivery must have the BID/RFP number and title clearly marked on the outside of the envelope or package. Failure to clearly identify your bid/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 bid/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 bids/proposals. The signature acknowledges that the proposer has read the bid/proposal documents thoroughly before submitting a bid/proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications.

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

3. BIDDERS'S/PROPOSER'S RESPONSIBILITY

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

- Have been in business of providing services for a minimum of one (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 Bid/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 BIDS/PROPOSALS

The County, acting through its Commissioners' Court reserves the right to: (1) reject any and all bids/proposals and waive any informality in the bids/proposals received; (2) disregard the bid/proposal of any proposer determined to be not responsible. The County further reserves the right to reject any bid/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 bid/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 bid/proposal procedures must be received in the Purchasing Department no less than seventy-two hours prior to the time set for bid/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 BID/PROPOSAL

The proposer will list on a separate sheet of paper any exceptions to the conditions of the bid/proposal. This sheet will be labeled, "Exceptions to Bid/Proposal Conditions", and will be attached to the bid/proposal. If no exceptions are stated, it will be

understood that all general and specific conditions will be complied with, without exception.

The Bidder/Proposer must specify in its bid/proposal any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the bid/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

Bid/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). Bid/Proposal will be either lump sum or unit prices as shown on the bid/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. BID/RFP subject to unlimited price increases will not be accepted. The County is tax exempt and no taxes should be included in your bid/proposal.

Unless prices and all information requested are complete, bid/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 BIDS/PROPOSALS

A bidder/proposer may modify a bid/proposal by letter at any time prior to the submission deadline for receipt of bids/proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by bidder/proposer guaranteeing authenticity. Bids/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 BIDS/PROPOSALS

Each bid/proposal shall give the complete mailing address of the Bidder/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 bid/proposal shall include the Bidder's/Proposer's Federal Employer Identification Number (FEIN), failure to sign the Contract page(s) and bid/proposal response sheet will disqualify the bid/proposal from being considered by the County. The person signing on behalf of the Bidder/Proposer expressly affirms that the person is duly authorized to render the bid/proposal and to sign the bid/proposal sheets and contract under the terms and conditions of this BID/RFP and to bind the Bidder/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.

Bid/Proposals will be made to the responsible proposer whose bid/proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Bid/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 bids/proposals in whole or in part received by reason of this BID/RFP and may discontinue its efforts under this BID/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 bid/proposal, waive minor technicalities, or to award by item or by total bid/proposal. Price should be itemized.

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

Each Bidder/Proposer, by submitting a bid/proposal, agrees that if its bid/proposal is accepted by the Commissioners' Court, such Bidder/Proposer will furnish all items and services upon the terms and conditions in this BID/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 Bids/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. Bidder/Proposer agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its bid/proposal. County agrees to provide notice to Bidder/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, bid/proposal package, any addenda issued, and any change orders issued during the work.

The criteria utilized for determining responsibility of bidder/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 bidder/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 Bids/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 bid/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 bid/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 Bid/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 bid/proposal to this request, or to procure or contract for services or supplies.

18. BEST AND FINAL OFFERS

In acceptance 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 BID/PROPOSAL RESPONSE

If only one (1) bid/proposal is received in response to the Request for Bids/Proposals, a detailed cost bid/proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost bid/proposal in order to determine if the price is fair and reasonable.

20. REJECTION/DISQUALIFICATION OF BIDS/PROPOSALS

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

- A. Failure to use the bid/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 bid/proposal form.
- C. Failure to properly complete the bid/proposal.
- D. Bids/proposals that do not meet the mandatory requirements.
- E. Evidence of collusion among bidders/proposers.

21. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this bid/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 Bidder's/Proposer's responsibility to check the website prior to the bid/proposal opening date to verify whether any addendums have been posted.

22. BID/PROPOSAL IDEAS AND CONCEPTS

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

23. BID/PROPOSAL DISCLOSURES

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

The Proposal for Services: Only the names of those who submitted proposals will 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 BID/PROPOSAL

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

CERTIFICATE OF LIABILITY INSURANCE

In the remarks section should include job description or project name and/or number. Successful bidder 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 bidder. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful bidder to the County. Insurance is to be placed with insurers having a best rating of no less than A. The Bidder 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 Bidder 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 Bidder 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 Bidder. In no event shall the County be liable for any damage to or destruction of any property belonging to the Bidder.

County of El Paso 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/proposal and/or make recommendations for award are included in this bid/proposal. 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/proposal. Blank CIQ Forms may also be obtained by visiting the Purchasing Department website at: <http://epcounty.com/purchasing/bids/default.htm>

Disclosure 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.

Compliance with this new requirement requires logging into the Texas Ethics Commission website, at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm Several instructional videos are available there.

28. NON-COLLUSION AFFIDAVIT

The contractor declares, by signing and submitting a bid/proposal, that the bid/proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid/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 bid/proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid/proposal, or that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or

conference with anyone to fix the bid/proposal price of the contractor of any other bidder/proposer, or to fix any overhead, profit or cost element of the bid/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 bid/proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her bid/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, bid/proposal depository, or to any member or agent thereof to effectuate a collusive or sham bid/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 Bid/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 Bidder/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 bid/proposal is submitted.

If subsequent to the award of any contract resulting from this BID/RFP the Bidder/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 Bidder's/Proposer's Federal Identification Number (FEIN); and
3. New Bidder's/Proposer's proposed operating plans.

Moreover, Bidder/Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Bidder/Proposer has actual knowledge of the anticipated merger or acquisition. The new Bidder's/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. Bidder/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 Bidder/Proposer attributed to these delays, should any occur. In addition, Bidder/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 BID/RFP are believed to be reasonably accurate.

33. SUBCONTRACTING/ASSIGNMENT

Bidder/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 Bidder/Proposer of any of its responsibilities under this contract.

34. INDEPENDENT CONTRACTOR

Bidder/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 Bidder/Proposer or its subcontractors perform in providing the requirements stated in the Request for Bid/Proposal.

35. MONITORING PERFORMANCE

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

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?

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

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

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.

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

* This page must be included in all responses.



COUNTY OF EL PASO
County Purchasing Department
800 E. Overland, RM 300
El Paso, Texas 79901
(915) 546-2048
(915) 546-8180 Fax

RE: RFP # 19-003, Congregate and Home Delivered Meals for the City-County Nutrition Program

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 Ruben J. Vogt
Commissioner Carlos Leon
Commissioner David Stout
Commissioner Vincent M. Perez
Commissioner Andrew Haggerty

County Employees: Debra Carrejo CPPO, CPPB-Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Peter Gutierrez, Buyer II
Betsy Keller, County Administrator
Elvia Jauregui, Formal Bid Supervisor/Buyer
Araceli Hernandez, Formal Bid Buyer
Blanca Guereca, Procurement Data Analyst
Oscar Avila, Procurement Data Analyst
Edward Dion, County Auditor
Barbara Franco, Auditor First Assistant
Wallace Hardgrove, Budget & Financial Manager
Lee Shapleigh, Assistant County Attorney
Diane Shearer, Assistant County Attorney
Ian R. Kaplin, Assistant County Attorney
Michael Martinez, Administration
Lorena Rodriguez, Analyst
Irene Valenzuela, Executive Director
Carlos Marquez, Administration Services Manager
Rosalva Hernandez, Nutrition Program Manager
Lizette Ortega, Nutrition Program Administrative Specialist

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

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</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>OFFICE USE ONLY</p> <hr/> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	
<p>2 <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>3 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>4 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>5 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>6 <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>7</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.

Effective January 1, 2016, Texas Legislature adopted [House Bill 1295](#), which states that a governmental agency may not enter into certain contracts with a business entity, unless the business entity submits a disclosure of interested parties to the governmental entity. **This Certificate of Interested Parties - Form 1295 must be submitted before the county can enter into the contract**

- The Form 1295 must be submitted online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
- Upon completion, you will be provided a verification printout.
- The printout must be notarized and then submitted to the County of El Paso for verification.

Upon the County's receipt of your notarized Form 1295, the contracting process can begin. Failure to complete and submit the Form 1295 will delay the contract from possibly being awarded and could result in loss of the contract

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

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 Name of Interested Party	City, State, Country (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 # 19-003
Congregate and Home Delivered Meals for the
City-County Nutrition Program**

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m. Thursday, October 25, 2018. Did you visit our website (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 five (5) electronic versions of the complete proposal (CD/DVD/Flash drive) in Word/PDF Format? Electronic copies must reflect original hard copy.