



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

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## Notice to Interested Parties

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 800 E. Overland, RM 300, El Paso, Texas 79901 before 2:00 p.m., Thursday, July 29, 2021, to be opened at the County Purchasing Office the same date for Food Management Service Provider for the Cafeteria Facility located at the County of El Paso Courthouse. **No in-person submittals are allowed. Vendors must mail via USPS or third-party carrier (i.e. Fed-Ex/UPS). The County of El Paso is not responsible for late deliveries of any kind or any reason.**

**Proposals must be in a sealed envelope and marked:  
"Proposals to be opened Thursday, July 29, 2021  
Food Management Service Provider for the Cafeteria  
Facility located at the County of El Paso Courthouse  
RFP Number 21-026**

**Do not contact the requesting department. Any questions or additional information required by interested vendors must be e-mailed to: [bidquestions@epcounty.com](mailto:bidquestions@epcounty.com) before Thursday, July 8, 2021, at 12:00 p.m. Proposal number and title must be on the "Subject Line" of the e-mail. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.**

Any changes in the specifications will be posted on the County website as an addendum. It shall be the proposer's responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted. Website: [www.epcounty.com](http://www.epcounty.com) ; 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. Payment shall be made through County funds after completion of goods or services. Purchase Orders will be issued as required. Successful proposer must comply with all bonding requirements as stated in the Texas Local Government Code §262.032.

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.

**DUE TO THE CURRENT DISASTER DECLARATION**

**Note:** The County of El Paso is not responsible for late deliveries of any kind or any reason.

Due to the County of El Paso Declaration of Local Disaster for the Public Health Emergency regarding COVID-19, The County Courthouse and all County Buildings and Facilities have closed to the public effective Monday, March 23, 2020, until further notice.

While all County buildings are closed to the public, all scheduled bid openings will occur via live video feed at the County YouTube Channel  
[https://www.youtube.com/channel/UCXwcq\\_JYs28xwL14oGAVPZq/videos](https://www.youtube.com/channel/UCXwcq_JYs28xwL14oGAVPZq/videos).

During the live broadcast, citizens may call in at telephone (915) 546-2048 ext.4529. Allow for a 10-second delay during the live broadcast.

**DEBRA CARREJO-TRULL 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

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

All vendors wishing to receive or continue to receive bid notifications must register in this new system at [www.epcounty.com](http://www.epcounty.com). /Bids & More/Vendors List. Thank you for your cooperation. If you have any questions please contact us at (915)546-2048.

## EL PASO COUNTY SIGNATURE PAGE

**RFP 21-026**  
**Food Management Service Provider for the Cafeteria  
Facility located at the County of El Paso Courthouse**  
Vendor must meet or exceed specifications

Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. **Please submit one (1) original copy and two (2) electronic versions of the complete proposal (CD/DVD/Flashdrive) 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

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

\_\_\_\_\_  
DUNS Number (Applicable to Grant Funded Project)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_

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

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

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

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

**Food Management Service  
Provider for the Cafeteria Facility  
located at the County of El Paso  
Courthouse**

**RFP 21-026**



**Opening Date  
Thursday, July 29, 2021**

## **INTRODUCTION**

County of El Paso is seeking proposals for a food management service provider to manage and operate a cafeteria facility located in the lower level of the County of El Paso Courthouse beginning on or about November 2021. Contractor will be granted exclusivity on food service operation, preparation, and sales within the County Courthouse.

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

## **RENEWAL OPTION**

County of El Paso is requesting services for a one (1) year term with three (3) options to renew for additional one (1) year terms based on the same terms, conditions, and pricing, unless changes are mutually agreed upon by both parties.

County of El Paso reserves the right to resolicit at any time as is in its best interest and is not automatically bound to renewal. **The County will have the option to terminate the agreement with a 90-day written notice.**

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

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

## **SCOPE OF WORK**

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

- Cafeteria is located in the building's basement
- Cafeteria dining area capacity is 175
- Cafeteria jury dining room capacity is 15
- Building constant population (employees) is approximately 950. Visitors vary by day.
- Juror meal tickets are a maximum of **\$9.00 per person.**

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



## Financial History Report

The selected offeror(s) will be required to provide **3 years** of financial history. The financial history information will include the following: Income Statements, cash flow statement, balance sheet, account receivable, sales report excluding alcohol beverages and tobacco, and Sales tax payments.

### Gross Revenues

Cafeteria - Gross revenue (excluding taxes) from **September 2018 through August 2020:**

<b>Date</b>	<b>Total Sales</b>	<b>Catering Sales</b>
Sep-18	\$20,678.71	\$217.75
Oct-18	\$26,618.30	\$1,597.10
Nov-18	\$22,639.00	\$469.00
Dec-18	\$16,138.68	\$0
Jan-19	\$25,050.45	\$0
Feb-19	\$21,411.70	\$402.00
Mar-19	\$22,562.44	\$0
Apr-19	\$23,102.58	\$0
May-19	\$22,664.29	\$0
Jun-19	\$19,995.28	\$0
Jul-19	\$22,322.72	\$776.75
Aug-19	\$24,019.92	\$0
Sep-19	\$22,844.51	\$0
Oct-19	\$25,391.37	\$0
Nov-19	\$17,434.15	\$0

### **SUPPLEMENTAL REVENUE**

Dec-19	\$15,932.20	\$0
Jan-20	\$22,147.91	\$1,021.75
Feb-20	\$21,775.07	\$0
Mar-20	\$12,444.42	\$0
Apr-20	\$1,162.61	\$0
May-20	\$1,273.10	\$0
Jun-20	\$2,517.06	\$0
Jul-20	\$3,090.80	\$0
Aug-20	\$3,349.71	\$0

Gourmet Coffee Cart - Gross revenue (excluding taxes) from May 2019 through October 2019:

<b>Date</b>	<b>Total Sales</b>
May-19	\$ 4,349.50
Jun-19	\$ 3,916.75
Jul-19	\$ 4,216.70
Aug-19	\$ 4,723.05
Sep-19	\$ 4,344.20
Oct-19	\$ 4,924.15

### Catering

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

### Gourmet Coffee Cart

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

### Technical and Creative Approach

The County of El Paso will look for information that demonstrates the following: (a) A clear understanding of the scope of work required to provide these services, with a work plan; (b) A clear understanding of the County's needs and regulations within its operations and a viable plan for implementing these requirements.

### AGREEMENT

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

The awarded Contractor will operate, manage, and maintain a full-service cafeteria facility located at the County of El Paso Courthouse. At its discretion, the Contractor

will operate and maintain a gourmet coffee cart on the 3<sup>rd</sup> floor of the County of El Paso Courthouse.

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

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

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

4. Contractor must maintain, repair, routinely service equipment, and maintain maintenance contracts on all equipment listed in Exhibit One at the Contractor's expense, at all times throughout the duration of the contract. Copies of all maintenance contracts, and any subsequent updates or changes to each contract must be provided to the Facilities Management Department. Contractor must provide copies of all repair and services reports and invoices to the Facilities Management Department, no less than quarterly of each contract year.
5. Contractor must shampoo the carpeting at least four times per year and strip/wax the tile floors at least once per year. Contractor shall provide written notification to the Facilities Management Department each time these services are completed.

6. Contractor is responsible for the maintenance and cleaning of concealed internal ducts for exhaust hoods, walls, floors, windows, light fixtures, draperies, blinds and vents in the kitchens, serving area, cafeteria, dining areas, and gourmet coffee cart, if applicable. Further, any mess created by Contractor's staff in any other part of the Courthouse will be the sole responsibility of the Contractor to clean immediately.
7. Compliance with County of El Paso Recycling Program: Contractor MUST recycle all eligible containers and materials, including #1 and #2 plastic containers, paper, cardboard, boxes, aluminum, steel, and tin. Contractor must ensure that these containers and materials are disposed of in a dumpster designated solely for recyclables. Recyclables shall be thoroughly rinsed and collected in a separate container from the regular trash. The Contractor is prohibited from disposing of delivery pallets in any County dumpster, and the Contractor must be responsible for their disposal through appropriate means of donation, trade, consignment, etc. Failure to properly dispose of recyclable materials or pallets shall be grounds for termination of contract.
8. All non-recyclable trash must be disposed of from the facility on a daily basis to the appropriate designated dumpsters. Contractor must ensure that bags, boxes, or any other container used to transport disposables do not leak and are not torn in a manner that will leave a mess. Any mess resulting from leaking or torn bags shall be cleaned up immediately by the Contractor.
9. Pest Control: Contractor is responsible for all pest control services to be performed a minimum of once per month and include the extermination of insects, rodents, and vermin to ensure a sanitary, pest-free, foodservice environment. The areas of responsibility include: kitchen, serving area, food preparation area, storage area, dining room area, office, and restroom within the designated areas available for use by the Contractor's personnel.
10. Diligently obtain and maintain all applicable licenses and permits as required by any of the above governmental entities for operation of a food service facility and assure that all staff is properly trained and certified as applicable, including food handler safety compliance. Contractor will be responsible for the posting of all signage required by local, state, or federal laws and the compliance with the postings therein.
11. Contractor will not permit any disorderly and/or unsafe conduct or practice that would bring discredit of any kind to County of El Paso.
12. Contractor's employees must exhibit professional and courteous behavior at all times. Preferably, employees serving the public must be bilingual in English and Spanish, however at a minimum, employees who are serving the public must speak English to a degree that allows understanding of common food service orders.

13. Contractor's employees must be paid, at minimum, a salary commensurate with federal minimum wage requirements as they apply throughout the contract and in conjunction with any/all other appropriate governmental requirements and regulations.
14. Employ only persons who are citizens of the United States and/or those who may be lawfully permitted to work in this country. County of El Paso accepts no financial or beneficial obligations to said employees whatsoever.
15. Contractor must not permit liens of any type to attach to any County of El Paso space, equipment, property, repairs, or improvements applicable to this contract.

### Sanitation

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

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

### Uniforms and Appearance

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

## Marketing

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

## Approval of Subcontracted Services

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

The Contractor must provide a variety of food and beverages to include a Healthy Menu options. These menus are subject to change at the Contractor's discretion. The Contractor must routinely change the variety of food available, including various "ethnic" varieties of food, such as American, Italian, Mexican, Asian, health food, etc.

## Minimum Food Standards

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

- Other
  - Dry stored items such as condiments and other canned goods must be U.S.D.A. Grade “A”. Grade “B” Choice may be used.

#### County of El Paso Equipment and Supplies

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

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

#### County of El Paso Equipment Replacement

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

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

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

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

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

### Contractor Equipment and Supplies

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

### Contractor Equipment Replacement

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

If prospective Contractor identifies any of the existing foodservice equipment in need of repair or replacement, the County will examine the equipment and make the final determination. However, the County is under no obligation to provide new equipment if the existing equipment is found to be operable and in reasonably good condition.

### Inventories

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

### Deliveries

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

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

### **COUNTY OF EL PASO RESPONSIBILITIES**

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



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

### Utility Outages

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

### EVALUATION CRITERIA

Proposals must be evaluated based on the requirements set forth in the RFP. Selection of the firm(s) will be at the discretion of the County and will be based on the proposal the

County deems to be most responsive and responsible and serves the best interests of the County.

Selected offeror(s) will be required to make an on-site oral and visual presentation or demonstration at the request of the County. Selected offeror(s) also reserve the right to inspect the equipment on site for operation purposes. The County will schedule the time and location for inspections of equipment or any presentations. Costs and equipment for such presentations are the responsibility of the offeror.

The Proposer is cautioned that it is the Proposer’s sole responsibility to submit information related to the evaluation categories and that the County is under no obligation to solicit such information if it is not included in the Proposal. Failure of the Proposer to submit such information may cause an adverse impact on the evaluation of the proposal.

Proposals will be reviewed by the County Selection Committee and will be evaluated based on the following criteria, point value indicate maximum score.

<b>Evaluation Criteria</b>	<b>Points</b>
<b>Good quality food</b> - Varied menu, reasonable price (defined as comparable with market value in area), maintenance of facilities, equipment and infrastructure, quality assurance and maintenance program, and answers to relevant questions in Questionnaire.	<b>30</b>
<b>Qualifications, experience, and personnel</b> - Show staffing qualifications, background checks, service plan, personnel organizational chart, and resumes for key personnel.	<b>20</b>
<b>Financial Stability</b>	<b>15</b>
<b>Technical and creative approach</b>	<b>10</b>
<b>Past performance</b> - Answers to relevant questions in the questionnaire	<b>10</b>
<b>Cost</b>	<b>10</b>
<b>References</b> Firm must 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 firm’s capability to carry out the requirements in this proposal.	<b>3</b>
<b>Health Insurance to Employee</b> The County is authorized to allow consideration for those firms providing evidence of reasonable health insurance for their employees.	<b>2</b>
<b>Total</b>	<b>100</b>

**PRICE SHEET**

**RFP #21-026**  
**Food Management Service Provider for the Cafeteria**  
**Facility located at the County of El Paso Courthouse**

Indicate “**No Cost**” if firm is not proposing for the services specified on price sheet.

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

Name \_\_\_\_\_ Address \_\_\_\_\_  
Contact Name \_\_\_\_\_ Phone Number \_\_\_\_\_  
E-mail \_\_\_\_\_

Description	Commission Offered
Cafeteria Service (minimum 6%)	%
Coffee Cart (minimum of 6%)	%
Catering Services (minimum of 6%)	%

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**CLIENT Reference Form**

**Three (3) applicable references are required.**

**Note: Reference responses count as part of the overall score in this category. Ensure that provided references are willing to respond, as each non-response counts as a zero in scoring of this criteria**

Vendor name: \_\_\_\_\_

Customer name: \_\_\_\_\_

Customer contact: \_\_\_\_\_

Customer E-mail address: \_\_\_\_\_

Duration of Contract: \_\_\_\_\_

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Vendor name: \_\_\_\_\_

Customer name: \_\_\_\_\_

Customer contact: \_\_\_\_\_

Customer E-mail address: \_\_\_\_\_

Duration of Contract: \_\_\_\_\_

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Vendor name: \_\_\_\_\_

Customer name: \_\_\_\_\_

Customer contact: \_\_\_\_\_

Customer E-mail address: \_\_\_\_\_

Duration of Contract: \_\_\_\_\_

## QUESTIONNAIRE

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

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

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

### Company Identification:

**Company Name:** \_\_\_\_\_

**Point of Contact:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Address:** \_\_\_\_\_

1. Is company (check all that apply):

- a.) Local
- b.) Proprietorship
- c.) Statewide Partnership
- d.) Nationwide
- e.) Corporation
- f.) International
- g.) Joint Venture

2. Give full address of corporate headquarters if not same as above: Show the state in which company is incorporated:

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

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

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

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

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

- a) The County of El Paso area: \_\_\_\_\_
- b) The State of Texas: \_\_\_\_\_
- c) In general: \_\_\_\_\_

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

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

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10. Identify primary contact person for this contract (include telephone number):

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

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

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## **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. NON-APPROPRIATIONS**

Vendor acknowledges that funding to pay for support and services referenced herein is subject to annual appropriations by Customer's governing body, and any termination, liability, indemnity, other provision in the Terms to the contrary does not apply to Customer. In the event such funds are not appropriated in any fiscal year for support and services, Customer may terminate the agreement between the parties upon no less than 30 days prior written notice without incurring any termination liability or penalty. Such termination will not affect Customer's obligation with respect to payment for satisfactory service or support received through the termination date.

## **10. 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.

## 11. 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.

## 12. 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.

## 13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

The County reserves the right to review the insurance requirements during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the contractor.

**28. BOYCOTT OF ISRAEL**

In accordance with Chapter 2270 of the Texas Government Code, a company, other than a sole proprietorship, with ten or more full time employees is required to certify in writing that it does not boycott Israel and will not boycott Israel during the term of the contract, if the contract has a value of \$100,000 or more.

**29. 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)  
Several instructional videos are available there.

**30 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 or 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.

**31. 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.

**32. 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 contact 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.

**33. 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.

**34. ACCURACY OF DATA**

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

**35. SUBCONTRACTING/ASSIGNMENT**

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

**36. 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.

**37. 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.**

**38. 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/training.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**

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### **CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS\***

Instructions for the certifications:

#### General Requirements

The County of El Paso, Texas is required to obtain from all applicants of federal funds or pass-through certifications regarding federal debt status, debarment and suspension, and a drug free workplace. Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Applicants should refer to the regulations cited below to determine the certifications to which they are required to attest. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying," 21 CFR part 1414, Government wide Debarment and Suspension (Non procurement), Certification Regarding Federal Debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the County of El Paso determines to award the covered cooperative agreement

#### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over \$100,000, as defined at 21 CFR Part 1405, the applicant certifies that;

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement,

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

#### 1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to the application.

## 2. DRUG-FREE WORKPLACE

As required by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. The applicant certifies that it will or will continue to provide a drug free workplace by:

(a). Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The applicant's policy of maintaining a drug free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph

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

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

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

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

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

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

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

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

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 ec seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

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

# HEALTH INSURANCE BENEFITS QUESTIONNAIRE

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

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

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

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

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

**Checking Box #3 will not disqualify you from participating in this bid selection process.**

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Business Name

---

Date

---

Name of Authorized Representative

---

Signature of Authorized Representative

\*

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\* This page must be included in all responses.



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

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RE: RFP 21-026, Food Management Service Provider for the Cafeteria Facility located at the County of El Paso Courthouse

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 Ricardo A. Samaniego  
Commissioner Carlos Leon  
Commissioner David Stout  
Commissioner Iliana Holguin  
Commissioner Carl L. Robinson

County Employees: Debra Carrejo-Trull CPPO, CPPB, Purchasing Agent  
Jose Lopez, Jr., Assistant Purchasing Agent  
Betsy Keller, County Administrator  
Elvia Jauregui, Purchasing Manager  
Araceli Hernandez, Formal Bid Buyer  
Blanca Guereca, Procurement Data Analyst  
Claudia Parra, Procurement Data Analyst  
Edward Dion, County Auditor  
Barbara Franco, Auditor First Assistant  
Wallace Hardgrove, Budget & Financial Manager  
Christina Ford, Division Chief  
Eddie Sosa, First Assistant County Attorney  
Erich Morales, Assistant County Attorney  
Diana Shearer, Assistant County Attorney  
Kevin McCary, Assistant County Attorney  
Patricia Lopez, Assistant County Attorney  
Lorena Rodriguez, Analyst  
Robin Sully, Facilities Maintenance Director  
Erick Hernandez, Facilities Maintenance Manager  
Rene Garica, Facilities Maintenance Superintendent  
Viviana Alvidrez, Facilities Service Manager



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

**FORM CIQ**

<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p><b>OFFICE USE ONLY</b></p> <hr/> <p>Date Received</p>
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p>	
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p><b>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.</b></p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
<p><b>5 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.</b></p>	
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p><b>7</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>	

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

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

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

\*\*\*

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

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](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

**CIVIL LITIGATION CERTIFICATION**

**If the Bidder/Proposer has no civil litigation history to report as described above, complete the following:**

I, \_\_\_\_\_, certify that neither.  
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

\_\_\_\_\_  
(Bidder/Proposer name as shown on Bid/Proposal)

nor \_\_\_\_\_  
(name of responsible managing person licensed by the Contractors' State License Board)

has been the subject of a final judgment in civil litigation as described above.

**I declare under penalty of perjury that the foregoing is true and correct.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
(month and year) (city and state)

by \_\_\_\_\_  
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

## Self-Disclosure of Environmental Safety Violations

### CONTACT INFORMATION FOR INDIVIDUAL SUBMITTING THE SELF-DISCLOSURE

Title: \_\_\_\_\_

First Name: \_\_\_\_\_

Middle Name (or initial): \_\_\_\_\_

Last Name: \_\_\_\_\_

Is the individual submitting this self-disclosure authorized by the company to make such a disclosure and is this person an authorized signatory (having authority to perform policy or decision-making functions of the company)?\_Yes\_No

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

### FACILITY/SITE INFORMATION

Number of Facilities/sites involved with this environmental violation(s):

Note: If more than one facility/site is involved with this environmental violation(s), please indicate the number of facilities/sites above and attach a sheet to your final submission with the physical address) for each facility/site, and identify which facilities/sites have which violation(s).

Facility/Site Physical Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### Describe Environmental Safety Violation

NOTE: Each safety violation should be described as completely as possible and include the following information:

- Nature and description of violation(s) and specific regulatory, permit and/or statutory provision violated (include state references where appropriate).
- Identify the name, title, and employer of each person who discovered the safety violation, and what they were doing when the violation was discovered.

- How the safety violation was discovered; i.e., describe the moment at which the person first realized (objectively reasonable basis) that the violation(s) may have occurred or did occur.
- Physical location of violation.
- Please state if the safety violation was voluntarily discovered. Voluntary discovery did not occur if the violation was found through a legally required monitoring, sampling, or auditing procedure that is required by statute, regulation, permit, judicial or administrative order, or consent agreement.
- Please provide the date of discovery of each safety violation disclosed.
- How the safety violation was corrected and how any harm was remediated.
- Describe any environmental or human harm caused by the violation, and any measures undertaken to remediate such harm.
- Describe what steps were taken to prevent recurrence of the violation and provide the date that those measures were implemented. If the measures have not yet been implemented, provide the implementation schedule setting forth the dates of the anticipated actions.

**I declare under penalty of perjury that the foregoing is true and correct.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
 (month and year) (city and state)

by \_\_\_\_\_  
 (signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

**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.	<b>OFFICE USE ONLY</b>
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b>	
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b>	

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

4 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 21-026**  
**Food Management Service Provider for the Cafeteria**  
**Facility located at the County of El Paso Courthouse**

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THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

\_\_\_\_\_ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Thursday, July 29, 2021.

**No in-person submittals are allowed. Vendors must mail via USPS or third-party carrier (i.e. Fed-Ex/UPS). The County of El Paso is not responsible for late deliveries of any kind or any reason.**

\_\_\_\_\_ Did you visit our website ([www.epcounty.com](http://www.epcounty.com)) for any addendums?

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

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

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

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

\_\_\_\_\_ Did you sign and complete the required "Safety Records Policy"?

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

\_\_\_\_\_ Did you provide one original and two (2) electronic versions of the complete proposal (CD/DVD/Flashdrive) in Word/PDF Format? Electronic copies must reflect original hard copy.