



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

Notice to Interested Parties

The County of El Paso will receive Sealed Proposals (Request for Proposals) for **RFP 23-005 Alcohol Monitoring Service for the County of El Paso**, until **2:00 p.m.**, on **Thursday, January 19, 2023**, at which time and place all submissions will be publicly opened and name of supplier read aloud. Submission may be virtual or hardcopy.

Electronic responses must be submitted through epcountypurchasing.ionwave.net. Hardcopies must be submitted to the Purchasing Department Office, 800 East Overland, Rm. 300, El Paso, Texas 79901.

Hardcopy submissions only:

RFP MUST BE IN A SEALED ENVELOPE AND MARKED:

*"RFP to be opened Thursday, January 19, 2023
Alcohol Monitoring Service for the County of El Paso
RFP 23-005"*

Solicitation documents are attached herein. Do not contact the requesting department. Any questions by interested vendors must be entered on the Question tab of the e-bidding system or emailed to: bidquestions@epcounty.com before **Thursday, January 5, 2023 at 12:00 p.m.** If emailed, "Subject Line" should be the RFP Number and Title. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.

Any changes to the specifications or other documents will be marked as an addendum to the solicitation. It shall be the respondent's responsibility to check the e-bid system prior to the Opening Date to verify whether any addendums have been issued.

All bid openings will occur via live video feed at the County YouTube Channel: https://www.youtube.com/channel/UCXwcq_JYs28xwL14oGAVPZq/videos. During the live broadcast, citizens may call in at telephone (915) 546-2048 ext. 2357. Allow for a 10-second delay during the live broadcast.

Award shall be based on the review of scope of services, qualifications, and price. COMMISSIONER'S COURT RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND WAIVE TECHNICALITIES. Successful vendor must comply with all performance bond, payment bond, and insurance certificate requirements. Upon award,

items or services shall not be ordered until a Purchase Order is received from the County Purchasing Office. Payment will not be made on items or services delivered without a Purchase Order. Payment shall be made through County current funds after completion of goods or services. Purchase Orders will be issued as required. Contract will be awarded by lump sum or line item, whichever is in the best interest of the County.

The County of El Paso reserves the right to reject any or all RFP submissions or to waive any technicalities in the solicitation. Proposals may be held by the County of El Paso for a period not to exceed ninety (90) days, or such longer time as may be required by the funding agencies, from the date of the RFP opening for the purpose of reviewing the proposals and investigating the qualifications of Vendors, prior to awarding of the Contract.

KAREN L. DAVIDSON
Purchasing Agent

Alcohol Monitoring Service for the County of El Paso

RFP 23-005



**Opening Date
Thursday, January 19, 2023**

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Specifications/ Scope of Work

I. **BACKGROUND INFORMATION**

A. Mission Statement

The Criminal Justice Coordination Department (CJC) strives to enhance pretrial justice by providing locally validated evidence-based information to the courts which supplement judicial bail decisions; providing pretrial alternatives to incarceration for persons accused of crimes while improving their ability to live productively in the community; and conducting robust research and data collection.

B. History

1. Texas Code of Criminal Procedure Chapter 17.42, Personal Bond Office established the authority for counties to create a Personal Bond Office; Art. 17.42 Personal Bond Office.
 - a. Sec. 1. Any county, or any judicial district with jurisdiction in more than one county, with the approval of the Commissioners Court of each county in the district, may establish a personal bond office to gather and review information about an accused that may have a bearing on whether he will comply with the conditions of a personal bond and report its findings to the court before which the case is pending.
 - b. At the May 4, 2015, regular meeting of the El Paso County Commissioners Court, the court approved regular agenda item number 6, subject: "Discuss and take appropriate action regarding the proposed consolidation of pretrial functions into a centralized office." This vote created the Office of Criminal Justice Administration now known as the Office of Criminal Justice Coordination.

II. **PURPOSE**

- A. It is anticipated that The County of El Paso Justice System will utilize Mobile Alcohol Monitoring Devices and Motor Vehicle Photo Ignition Interlock Devices as a supervision tool for offenders/defendants (hereby referred to as Client) and as an alternative measure for sentencing, confinement, and bond conditions.
 1. It is the expressed intent of The County of El Paso (hereby referred to as The County) to award a contract to one (1) or multiple Vendors with the best technology, price, and customer service. The award will be made in a manner that serves the best interests of the County.
 2. The County currently has a contract in place and is seeking vendors to add to the existing contract.

3. Any and all El Paso County Departments who are in need of these services will be included.
4. The term of the contract will be for one year with renewable options not to exceed five years.

III. DATES AND TIMEFRAMES

The County reserves the right to change or alter the times and activities as appropriate for this proposal.

Advertisements of Request for Proposal (RFP)	11//20/2022 and 11//27/2022
Deadline for Questions	01/05/2023
Opening Date	01/19/2023

IV. STANDARDS FOR SERVICE

- A. Acknowledgment of Texas Department of Public Safety (DPS) Ignition Interlock Device regulations. Said acknowledgement must be included in response with statement of such.

NOTE: If Request for Proposal (RFP) Standards of Service are more restrictive than DPS regulations, RFP Standards must prevail.

B. Vendor(s) Accessibility

1. The Vendor(s) must have a Client Service Office located within the County that is available to provide the client with the necessary equipment including the installation of interlock units.
 - a. The Client Service Office must be located within a one (1) hour drive of The County’s Central Office located at 500 East San Antonio Street, El Paso, Texas.
 - b. The Vendor(s) must provide responses in this RFP to the following:
 1. Full physical address and telephone number of the Client Service Center, including the number of miles the service center is from The County’s Central Office.
 2. If Vendor(s) does/do not have a Client Service Center within one (1) hour of The County’s Central Office, Vendor(s) must provide in response to the RFP, a detailed plan of how vendor will have a service center open in El Paso County within forty-five (45) days of the award of contract.
 3. The Vendor(s) must have professionally trained staff at the service center.

4. The Vendor(s) must provide a toll-free number for customer service access that is available seven (7) days a week, twenty-four (24) hours per day. A voicemail service will be considered not sufficient.
5. The Vendor(s) must provide a set of all necessary tools and supplies at the Client Service Center.
2. The Vendor(s) must have a representative available to testify in open court within one (1) hour of being summoned or notified. This applies to any and all violations.
3. Within thirty (30) days of award of any resultant contract, the Vendor(s) must have an administrative representative assigned to El Paso County. The administrative representative will be responsible for issues that arise that are not or cannot be resolved by the vendor's on-site employee or service center staff. Vendor(s) must provide written agreement to this in response to this RFP.
4. The Vendor(s) must provide a single point of contact for the services identified in this RFP. The County reserves the right to speak with other individuals associated with the Vendor(s).

C. Provision of Equipment and Services (Applies to all devices.)

1. The Vendor(s) must clearly indicate in its response which Mobile Alcohol Monitoring Device and Motor Vehicle Photo Ignition Interlock Device options are being offered.
2. The Vendor(s) must provide in its response a detailed description of the service/calibration processes.
3. All Mobile Alcohol Monitoring Device and Motor Vehicle Photo Ignition Interlock Device equipment proposed for use must be provided (including shipping, storage, and installation), serviced and maintained by the Vendor(s) for the term of the contract. All Devices remain the property of the Vendor(s).
4. The Vendor(s) must repair and/or replace defective or malfunctioning parts and/or equipment within one (1) business day after the notice or knowledge of a malfunction or failure that may impede or interrupt the Device's services. The Vendor(s) must notify The County by email immediately upon completion of the repair and/or replacement.
5. The Vendor(s) must notify The County by email within one (1) business day of a client's failure to report for device installation.
6. The Vendor(s) must establish a program to provide translation services for non-English speaking clients. Forms, instructions, and all training manuals must be available in both English and Spanish.

7. The Vendor(s) must provide training to the employees of The County to include, however not limited to, interpreting violation reports, web-based services, and proper use of the Devices. This training will be provided at no charge to The County. The Vendor(s) must acknowledge this training provision in its response to the RFP.
8. Any alterations to the original Device list submitted with this RFP, or any proposed use of substitute equipment, will require written approval by The County.
9. The Vendor(s) must maintain a distributed inventory of equipment with staff maintaining shelf stock to facilitate both immediate enrollments, and replacement of damaged or malfunctioning devices.
10. The County will not be responsible for the maintenance and/or replacement of damaged or lost unit(s) caused by malfunction or negligence; and/or replacement of damaged or lost unit(s) caused by malfunction, negligence and /or intentional damage.
11. When the manufacturer of the Devices being utilized by The County under the terms of a contract with The County makes improvements or upgrades to any equipment being provided under such contract, the Vendor(s) must make those improvements or upgrades available to the County immediately and without cost to the County. Any such improvements and/or upgrades must be tested by the County and approved by the County prior to being implemented or introduced.
12. The use of subcontractors shall not be allowed for this proposal. Proposals submitted that include the use of subcontractors for the provision of Mobile Alcohol Monitoring Devices and Motor Vehicle Photo Ignition Interlock Devices will not be evaluated.

D. Mobile Alcohol Monitoring Devices – specific

1. All Mobile Alcohol Monitoring Devices must have the ability to record pictures or videos of the client's breathalyzer and report and maintain these results on a database in compliance with the specifications in this proposal.
2. The device must be handheld and provide mobile cellular communication capabilities meaning it must work in the client's home and at remote locations when the client is away from home.
3. The device must include a camera which presents pictures in color with face detection capabilities.
4. The device must have onboard memory to store the client's test schedule.
5. The device must have the ability to store test results when in limited and/or no cellular reception areas and have the ability to forward those results when coverage is regained.

6. The device must have at least twenty-four (24) hours of battery life when in use.
7. The device must provide ease of use for recharging with a standard AC wall outlet.
8. The device should be able to provide GPS locations with the test results.
9. The device should be able to provide GPS locations when the client skips or refuses to take a test.
10. The device should be able to provide a secondary location by cell tower triangulation if the GPS satellite is unavailable.
11. The Vendor(s) must take a photo of the client upon initial presentation of device for master image comparison. This master image must be included on the standard report for comparison.
12. Photos must be taken at each test. All retests must be conducted within five (5) minutes.
13. The Vendor(s) must provide The County the ability to customize BrAC warnings by BrAC levels.
14. The device should allow for up to four or more BrAC tests per day to be scheduled per bond orders or County directive.
15. The device should allow for tests to be scheduled at fixed, random, or on-demand intervals.
16. The device should have the ability to offer a wake-up prompt and the ability to provide text messages reminders to the client's cell phone.
17. Temporary lockouts due to a BrAC failure of 0.03 or above, must be programmed for a duration of five (5) minutes. If not cleared, the temporary lockout time will start over upon completion of the second failed test.

E. Motor Vehicle Photo Ignition Interlock Devices – specific

1. All Motor Vehicle Photo Ignition Interlock Devices proposed must currently be approved by the Texas Department of Public Safety. Vendor(s) must provide documentation of approval of proposed devices in response to the proposal.
2. The Vendor(s) shall provide complete technical specifications for each item of equipment proposed which must, as a minimum, meet the standards of Texas Administrative Code Title 37, Chapter 10, Rule 10.31.
2. The Vendor(s) must repair and/or replace defective or malfunctioning parts and/or equipment within one (1) business day after the notice or knowledge of a malfunction or failure that may impede or interrupt the Device's

services. The Vendor(s) must bear the cost of towage and/or other necessary expenses required to transport the client's vehicle to the Vendor(s) Client Service Center for defective or malfunctioning parts or equipment. The Vendor(s) must notify The County immediately, email acceptable, upon completion of the repair and/or replacement.

4. The Vendor(s) must complete installation within one (1) business day of the scheduled installation date.
 - a. If installation, repair or unit replacement requires more than one (1) business day to complete, the Vendor(s) must make suitable alternative transportation arrangements for the client at no cost to the client. Any alternative transportation provided, other than public transportation, must be equipped with a Motor Vehicle Photo Ignition Interlock Device. Public transportation arrangements are acceptable.
 1. The Vendor(s) must not be responsible for any transportation costs outlined in this subsection if the client is outside of El Paso County without permission from The County or the Court; or if the device is in lockout for a violation that is not a result of the equipment's malfunction or defectiveness.
5. The Vendor(s) must ensure the effective calibration and data download service of the Motor Vehicle Photo Ignition Interlock Device every thirty (30) days unless otherwise requested earlier by The County. The Vendor(s) must send all reports to the assigned Supervision Officer's email account for monthly review.

F. Lease Agreement

1. The Vendor(s) must provide each Client with a formal lease agreement document. In addition to the Vendor'(s)' requirements of the Client, the lease must include any specific requirements deemed necessary by The County. The lease agreement must be submitted to and approved by The County prior to utilization. The Vendor'(s)' requirements must not conflict with the requirements of The County.
2. The Vendor(s) must provide the client with a copy of the signed lease agreement.
3. The Vendor(s) must provide The County with a copy of the signed lease agreement within one (1) hour of request.

G. Non-Payment Termination Notice (Applies to All Devices)

1. The Vendor(s) must not terminate the client, deactivate, or uninstall the Device until The County has authorized removal of said Device.

2. The Device must be uninstalled within two (2) business days upon receipt of authorization from The County.
3. The Vendor(s) must notify The County within one (1) business day for a request for deactivation due to Client non-payment. The County must determine if deactivation is justified and advise the Vendor(s) within three (3) business days on how to proceed. The Vendor(s) must not deactivate a Client without express written consent from The County.

V. SECURITY AND CONFIDENTIALITY

- A. The Vendor(s) must acknowledge and provide a detailed description of measures taken to ensure the security and confidentiality of client information. The response must include answers to the following.
 1. No unauthorized access to the system shall be allowed and no information must be disclosed to any third party without the express written authorization of The County.
 2. The Vendor(s) must abide by all applicable Federal laws and Texas statutes and regulations pertaining to the confidentiality of records of clients.
 3. All data must be collected and saved in its original format with no alterations.
 4. The Vendor(s) must ensure all persons having access to or custody of records understand and comply with the Security and Confidentiality requirements of any resultant contract. This must include a written agreement of non-disclosure of client information signed by any employees of the Vendor(s).
 5. The Vendor(s) must notify The County in writing, email acceptable, immediately upon receipt of any legal process requesting or requiring disclosure of the records of any client.
 6. The Vendor(s) must notify The County in writing, email acceptable, immediately upon knowledge of any breach of data.

VI. DATA

- A. Collection and Reporting
 1. The Vendor(s) must have the ability to develop and maintain a database in which data from all Mobile Alcohol Monitoring Devices and Motor Vehicle Photo Ignition Interlock Devices are captured, retained, and stored. This database shall be retained in compliance with the following criteria.
 - a. The Vendor(s) must require the Client to report for a data download at least once every thirty (30) days. If a Client does not report within

five (5) days after the thirty (30) day interval has passed the device shall be locked out and The County shall be notified within one (1) business day.

- b. All driving data, including vehicle mileage, collected must be available to The County for viewing and printing via the Vendor'(s)' website within one (1) business day of the Vendor'(s)' receipt of data.
- c. At a minimum, the Vendor'(s)' database must capture, retain, store, and report for each Motor Vehicle Photo Ignition Interlock Device the following information.
 - 1. Ignition starts and stops to include dates and times.
 - 2. Illegal starts to include dates and times.
 - 3. Authorized starts to include dates and times.
 - 4. Recorded Breath Alcohol Content (BrAC) levels at each breath sample request to include dates and times.
 - 5. Rolling retest refusals to include dates and times.
 - 6. Rolling retest failures to include dates and times.
 - 7. Recorded BrAC levels at each rolling retest to include dates and times.
 - 8. Device circumvention attempts to include dates and times.
 - 9. Evidence the client is the person using the Motor Vehicle Ignition Interlock Device including dates and times.
 - 10. Power off to include dates and times.
 - 11. Power on to include dates and times.
 - 12. Handset disconnects to include dates and times.
 - 13. Handset connects to include dates and times.
 - 14. System aborts to include dates and times.
 - 15. Vehicle mileage.

B. Evaluation of Data

- 1. Through the Vendor(s) technology and data collection, the Vendor(s) and The County must be able to conclude the following.
 - a. Breath Alcohol Content (BrAC) on both Mobile Alcohol Monitoring Devices and Motor Vehicle Photo Ignition Interlock Devices.
 - b. The client was the person using the Mobile Alcohol Monitoring Device or the Motor Vehicle Photo Ignition Interlock Device.
 - c. A device circumvention or attempted device circumvention on both Mobile Alcohol Monitoring Devices and Motor Vehicle Photo Ignition Interlock Devices.
 - d. Ignition prevention because of excessive BrAC with Motor Vehicle Photo Ignition Interlock Devices.

- e. Excessive BrAC measured at the rolling retest with Motor Vehicle Photo Ignition Interlock Devices.
 - f. Refusal of a start-up retest or rolling retest request with Motor Vehicle Photo Ignition Interlock Devices.
2. It shall be the Vendor(s) responsibility to draw conclusions on the above defined criteria whenever requested by The County. If the Vendor(s) determine any of the above events occurred, the Vendor(s) shall report the event to The County in writing, email acceptable, within one (1) business day of discovery.

C. Reporting Requirements

- 1. The Vendor(s) must collect and maintain reporting data in electronic format and be prepared to submit, upon request of The County, any data that supports the Vendor'(s)' conclusions for either the Mobile Alcohol Monitoring Devices or Motor Vehicle Photo Ignition Interlock Devices.
- 2. The Vendor(s) must provide to The County immediate notification via telephone, cellular telephone, text message, and/or email when a positive BrAC reading is generated by either the Mobile Alcohol Monitoring Devices or the Motor Vehicle Photo Ignition Interlock Devices.
- 4. The Vendor(s) must furnish The County, within one (1) business day after the service of a Motor Vehicle Photo Ignition Interlock Device, an electronic summary and detailed report which includes the following:
 - a. Notice of installation of the Motor Vehicle Ignition Interlock Device.
 - b. Notice of the transfer of the Motor Vehicle Ignition Interlock Device to a different vehicle.
 - c. Notice of removal of the Motor Vehicle Ignition Interlock Device.
 - d. All service reports, with corresponding evidence the client is the person using the Motor Vehicle Ignition Interlock Device to include both evidence of compliance or violation.
 - e. Any determination of unusual or irregular events.
- 4. The Vendor(s) must furnish The County monthly aggregate and annual outcome data to include the following. This data will be sent to The County by the 5th of the following month.
 - a. The number of clients enrolled by Device.
 - b. The number of new installations and removals per month.
 - c. The number and calculated percentage of clients with BrAC tests above 0.030 per month.
 - d. The number and calculated percentage of Clients with additional violations including failure to pay.

D. Website and Data Assignment

1. The Vendor(s) must develop and maintain a secure, user-friendly website through which The County may access all current and historical data for each clients' Mobile Alcohol Monitoring Device and/or Motor Vehicle Photo Ignition Interlock Device. The Vendor(s) shall bear all expenses associated with this website.
5. The Vendor'(s)' website shall be secure, utilizing the most current security practices, and shall include the following:
 - a. Individual user log-in identification.
 - b. Encrypted transmission of all client information.

E. **Records Retention and Records Back-Up**

1. The Vendor(s) must retain the Device records of each Client for the duration of his/her supervision period, regardless of when the Vendor'(s)' services are discontinued, plus an additional three (3) years past the expiration or revocation of supervision.
2. The Vendor(s) must have in place a records back-up system to recover data and records in the event of a disaster and/or catastrophic loss of data storage. This system must be initially inspected and approved by The County and must be made available for inspection at any time as requested by The County.
3. The Vendor(s) must allow the County access to these records in their database beyond the scope of the contract, if necessary, in order to meet this requirement.

VII. ALLOCATION OF COST

- A. Both the Mobile Alcohol Monitoring Device and Motor Vehicle Photo Ignition Interlock Device must be self-paid by the Client.
- B. Clients referred to the Vendor(s) assume full responsibility for all fees and costs associated with all aspects of device usage including, but not limited to: installation, calibration, monitoring, data analysis, and reporting. The County shall not be responsible for any financial payments and shall not be held accountable for any lack of payments by clients.
- C. The Vendor(s) may charge fees as submitted on Attachment 1: Price Sheet. (Please note there is a separate price sheet for Mobile Alcohol Monitoring Devices and Motor Vehicle Photo Ignition Interlock Devices. If the Vendor is only submitting for one device type, mark the other sheet with N/A.)
- D. The Vendor(s) must comply with the fee schedule submitted with this proposal. Any modifications are prohibited without a formal written agreement with The County.

- E. To determine which rate the Client will receive, proof of income must be provided to the Client's Supervision Officer for verification. The verification must then be submitted to the Vendor(s).
- F. The Vendor(s) must provide free Devices to the lowest income clients (less than \$12,490) at a rate of 100%.
- G. The Vendor(s) must not charge late fees to the Client.

VIII. CRIMINAL BACKGROUND CHECK

- A. The Vendor'(s)' employees and staff members located in the State of Texas, including support and other personnel who provide services or have access to information regarding services provided under any resultant contract, will be subject to a criminal background investigation and acceptance by The County. The Vendor(s) will be required to furnish to The County the personal identification information, as well as signed release forms, for current employees/staff in the State of Texas within ten (10) days from the date of execution of any contract with The County and upon the Vendor(s) selection of new employees/staff members.
- B. The Vendor'(s)' employees and staff members not located in the State of Texas will not be subject to a criminal background investigation and acceptance by The County. However, the Vendor(s) must make available to The County, within ten (10) days from the execution of any contract and upon the Vendor'(s)' selection of new employees/staff members, a report on any criminal activity appearing as a result of the background investigation conducted by the Vendor(s) on current or new employees/staff members.
 - 1. If during the term of a resultant contract the Vendor(s) hires additional or replacement staff to provide services under this agreement, the Vendor(s) must forward to The County the name(s) of those additional or replacement staff within thirty (30) days of their assumption of duties.
- C. The Vendor(s) must immediately notify The County if any individual under the employment of the Vendor(s) is arrested during the term of any resultant contract. The Vendor'(s)' employees providing services or having access to information regarding services provided by any resultant contract, will be subject to a criminal history background check prior to The County's exercise of its options to renew any resultant contract.
- D. The Vendor(s) must ensure that only those individuals employed by their firm who have provided a signed release form, have had a criminal history background check, and have been accepted by The County will be authorized to provide services for any resultant contract.

IX. SPECIFIC RESPONSE REQUIREMENTS

- A. In addition to addressing the specifics outlined in this document and consideration of the response requirement below, proposals must also include the following details on company letterhead.
 - 1. Company name.

2. Company location(s).
3. Name, title, telephone, fax number, and email address of Vendor's contact person for all inquiries. The contact person must be responsible for fielding all inquiries from The County and providing vendor's response.
4. Type of corporation.
5. Length of time in operation.
6. Date of incorporation.
7. Purpose of corporation.
8. Description of services provided by company.
9. If applicable, list including address and telephone number of all public institutions or agencies to which the vendor provides or has provided similar services. The County reserves the right to contact any public institution or agency on the list as additional references.
10. If applicable, information addressing any performance related litigation the vendor has been involved in over the last five (5) years.
11. If applicable, information addressing any contract/agreement terminations the vendor has been involved in over the last five (5) years.
12. If applicable, information addressing any vendor actions sanctioned by any public institutions or agencies to which the vendor provides or has provided similar services to over the last five (5) years. This includes services suspensions or service terminations, both active and cleared.
13. If applicable, information addressing any Vendor actions sanctioned by any regulatory authorities over the last five (5) years.

X. 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.

- A. The County's objective with this RFP is to enter into a contract(s) with the Vendor(s) who propose(s) the best service, the best technology, and the best prices for the Clients.
- B. In consideration of proposals, The County reserves the right to select the applicant(s) who offer(s) contractual terms and conditions that are most advantageous to The County's needs.
- C. An evaluation utilizing a numeric score will be used to review the proposals. The review process may include an opportunity for an oral presentation before the Review Committee. Any expenses associated with any oral presentation will be born entirely by the Vendor(s).
- D. The following questions are to be answered in the response. A "No" response to any of these questions will result in the proposal not being evaluated.
 - 1. Does the Mobile Alcohol Monitoring Device or Motor Vehicle Photo Ignition Interlock Device provide evidence that the client is the person using the device? Yes _____ No _____
 - 2. Is the Mobile Alcohol Monitoring Device or Motor Vehicle Photo Ignition Interlock Device equipped with digital camera technology that has the capability to be activated each time the device is used? Yes _____ No _____
 - 3. Is the proposed Motor Vehicle Photo Ignition Interlock Device on the list of approved Ignition Interlock Devices by the Texas Department of Public Safety (DPS)? Yes _____ No _____

Evaluation criteria and potential point values are as follows.

1. Proposed Approach and Management (0-30 Points)

- a. Vendor's services and program administration; time required for service activation and termination; tamper resistance of equipment and ease of installation; maintenance of units; repair service time frames and inventory of repair or replacement for proposed equipment.
- b. Vendor's proposed data plan including collection, evaluation, reporting requirements, and data transfer.

2. Vendor(s) Qualifications and Experience (0-20 points)

- a. Evidence of Vendor(s) previous experience in providing Mobile Alcohol Monitoring Devices and/or Motor Vehicle Photo Ignition Interlock Devices within the last five (5) years.
- b. Vendor(s) qualifications, such as: Experience/Licenses/ Certifications of management and staff; proof of Accreditation.

3. Proposed Cost to Clients (0-20 Points)

- a. This information will be obtained from the Price Sheet (Attachment 1).

4. Responsiveness to the RFP Requirements (0-15 Points)

- a. The manner in which the minimum requirements are met and the extent to which these requirements are exceeded.
- b. Completion of all aspects and information asked for in the RFP and the attachments thereto.
- c. Capabilities of the device(s).

5. Availability of Product (0-10 Points)

- a. The manner in which the Vendor(s) define how they will maintain a distributed inventory of equipment to facilitate both immediate enrollments and replacement of damaged or malfunctioning devices.

6. References (0-3 Points)

- a. Past performance under previous current public institutions or agencies.

7. Health Insurance to Employees (0-2 Points)

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

XI. PROPOSAL RESPONSE FORMAT

A. Responses to this RFP must be provided in the following format with all pages numbered consecutively. All documentation must be in written format. No electronic submissions such as CD's or DVD's will be accepted.

1. Section 1: Required Forms

- a. Proposal Signature Form with applicable signature.
- b. Addendum Signature Form(s) with applicable signature.
- c. Certificate of Eligibility with applicable signature.
- d. Specific Response Requirements (IX. A. 1-3)
- e. Evaluation Factor Questions (X.D. 1-3)
- d. Insurance Certificates.
- e. References. (Attachment 2)
- f. Health Insurance Benefits Questionnaire
- g. Conflict of Interest Questionnaire
- h. El Paso County Code of Ethics Training Affidavit

2. Section 2: Vendor Qualifications and Experience

- a. Executive Summary to include a brief narrative highlighting company background and experience as it relates to the services required in this RFP.
- b. Qualifications to include resumes, licenses, and certifications of management and staff who will be providing services to The County.

Section 3: Responsiveness to the RFP Requirements and Specifications

- a. Provide detailed information on how the Vendor proposes to meet and/or exceed all RFP requirements.

4. Section 4: Proposed Approach and Management

- a. Provide a brief narrative of how the Vendor proposes to manage the contract services.

5. Section 5: Cost Proposal

- a. Include completed Price Sheet. (Attachment 1)

PRICE SHEET

RFP 23-005

Alcohol Monitoring Services the County of El Paso

Note: All prices must be submitted on this form, or the Vendor will be disqualified.

Company: _____

Address: _____

Contact Name: _____

Phone Number: _____

E-mail: _____

Signature: _____ **Date:** _____

MOBILE ALCOHOL MONITORING DEVICES		
CLIENT'S ANNUAL INCOME	MONTHLY RATE TO CLIENT	ONE TIME FEE – REPLACEMENT OF DAMAGED OR BROKEN DEVICE
\$0.00 to \$12,490	\$0.00 (No Charge or Fee)	\$
\$12,491 to \$25,330	\$	\$
\$25,331 to \$30,170	\$	\$
\$30,171 and above	\$	\$

MOTOR VEHICLE PHOTO IGNITION INTERLOCK DEVICES		
CLIENT'S ANNUAL INCOME	MONTHLY RATE TO CLIENT	ONE TIME FEE – REPLACEMENT OF DAMAGED OR BROKEN DEVICE
\$0.00 to \$12,490	\$0.00 (No Charge or Fee)	\$
\$12,491 to \$25,330	\$	\$
\$25,331 to \$30,170	\$	\$
\$30,171 and above	\$	\$

General Requirements

County of El Paso, Texas

IT IS THE SUBMITTING VENDOR'S RESPONSIBILITY TO READ THIS ENTIRE DOCUMENT CAREFULLY, UNDERSTAND THE INSTRUCTIONS, AND FULFILL ALL REQUIREMENTS INDICATED HEREIN.

These General Requirements are considered standard language for all County of El Paso Request for Proposal solicitations. If any "specific RFP requirements" differ from the General Requirements listed here, the "specific RFP requirements" shall prevail.

PROPOSAL PACKET

Proposals may be submitted virtually or as a hard copy. The proposal packet must contain all requested and supporting documentation and must demonstrate the vendor's ability to meet the specifications and qualifications detailed in the RFP. By submitting a Proposal, the vendor understands they are submitting at their own risk and expense, the County is not liable for any costs incurred in preparing the response to this RFP.

Hard Copy Submittals: The Proposal packet must be enclosed in a sealed envelope clearly labeled with the solicitation number, project name, and name of submitting vendor. The packet must be in the Purchasing Department office BEFORE the opening hour and date specified. Late submittals will not be considered under any circumstances. Packets sent via express mail or overnight delivery must have the solicitation number and project name clearly marked on the outside of the envelope or package. Failure to clearly identify your packet may be cause for disqualification. Proposal packets received prior to the advertised hour of opening will be kept securely sealed. The officer whose duty it is to open them will decide when the specified time has arrived.

Virtual Submittals: The Proposal packet must be submitted by the Closing Date and Time specified. It is the firm's responsibility to ensure all documents are successfully uploaded and entered information is accurate and complete before submitting. **A MISSED SUBMISSION WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.** Proposals received prior to the indicated Closing Date and Time will be kept virtually sealed until the officer whose duty it is to open the RFP, unseals virtually.

Faxed or e-mailed packets will be rejected.

AUTHORIZED SIGNATURE

Any individual signing on behalf of the vendor expressly affirms that he or she is duly authorized to tender this proposal and to sign the resulting contract. The submitting vendor further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court.

The signature acknowledges that the submitting vendor has read the RFP documents thoroughly before submitting a response and will fulfill the obligations in accordance with the County of El Paso. Failure to complete and sign the required document(s) may disqualify the Proposal from being considered.

VIRTUAL SUBMITTALS

Google Chrome, Microsoft Edge, or a current internet browser that supports JavaScript is the recommended internet browser for use of the e-bidding system.

The County of El Paso uses Ion Wave Technologies as their third party bid management provider. Vendors that choose to submit virtually may submit through the electronic bidding (e-bidding) platform: <http://elpasotexaspurchasing.ionwave.net>. The County's e-bidding system will be accessible to registered users provided a unique username and password.

Submission of electronic documents with digital signatures and seals, including (without limitation) photocopied or .pdf forms or submittals, are binding and enforceable. The submitting vendor shall provide original documents upon request.

The County of El Paso is not responsible for non-delivery of an electronic response, including but not limited to equipment or software failure, internet failure, user error, or missed notification from e-bidding system. Vendors shall be solely responsible for informing themselves of the proper use of the electronic bidding platform and keep their information true and current to ensure all notices are received.

A proposal packet may also be completed online, printed, and turned in as a hardcopy. In which case, the vendor must include the Signature Page provided in this solicitation. Any proposal that is submitted as a hard copy and received by the Purchasing Department prior to the indicated date and time, will be entered manually as an electronic entry after the opening. Once the manual response entry is complete, the vendor will receive a "Registration Invitation" email from Ion Wave. Only the link sent through this email will connect the vendor information to their submitted response.

ADDENDA

No oral interpretation of the solicitation will be made to any vendor, or as to the meaning of any part thereof. The County is not bound by any oral representations, clarifications, or changes made in the specifications by the County's employees, unless such clarification or change is publicly posted. Every request for such an interpretation shall be made in writing to the County of El Paso Purchasing Department. Any inquiry received prior to the deadline for questions will be given consideration, complied, and answers published as an addendum.

If it becomes necessary to revise or address any part of this RFP, a written notice of such revision will be posted as an addendum. The addendum will address the nature of the clarification or change before the solicitation is set to open. It shall be the vendor's responsibility to verify if any Addenda have been issued. All such Addenda shall become part of the contract and all submitting vendors shall be bound by such Addenda, whether or not received by the vendor.

COMMUNICATIONS

To prevent biased evaluations and to preserve the competitiveness and integrity of such procurement efforts, vendors are to direct all communications regarding this RFP to the El Paso County Purchasing Agent or assigned designee.

CONTRACTOR INVESTIGATION

Before submitting a proposal, each vendor 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 vendor will rely. If the vendor receives an award as a result of its submission, failure to have made such investigations and examinations will in no way relieve the vendor 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 for additional compensation. **Site visits are restricted to the date designated in the RFP details.**

ESTIMATED QUANTITIES AND ACCURACY OF DATA

Any reference to quantities shown in the solicitation 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. Information and data provided through this solicitation are believed to be reasonably accurate.

PRICING

Pricing will be either lump sum or per unit as indicated in the specifications. A breakdown of the lump sum quote shall also be provided. Unit prices must be all-encompassing (i.e. labor, materials, removal, overhead, etc.). If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Pricing on all transportation, freight or other charge is to be paid by the vendor and included in the pricing, unless otherwise agreed to by both parties. Submissions with incomplete prices or supporting information may be disregarded and given no consideration. Proposals involving equipment shall offer new (unused) equipment or merchandise unless otherwise specified. Prices for all goods and/or services shall be considered firm and cannot be altered after the submission deadline. Pricing subject to unlimited increases will not be accepted. All pricings should not include tax either directly or indirectly, the County will sign tax exemption certificates covering these items.

The net monetary values of change orders, if any, shall not increase the original contract price by more than twenty-five (25%), unless required to comply with a new law, rule, regulation, or judicial decision. The original contract price must not be decreased by twenty-five (25%) or more without the consent of the vendor. There is an exception to these for items not covered in the specifications as provided.

If only one (1) response is received, a detailed cost breakdown may be requested. A cost/price analysis and evaluation and/or audit may be performed in order to determine if the pricing is fair and reasonable.

ALTERNATE OFFER

No alternative proposals will be considered unless specifically requested in the technical specifications.

DELIVERY AND SHIPPING

All delivery and freight charges shall be F.O.B. destination, if otherwise, show exact cost to deliver (merchandise only). The awarded vendor shall not deliver products or provide services as part of this contract without a County of El Paso purchase order signed by the Purchasing Agent. Delivered products or services shall not exceed the amounts specified on the purchase order.

MODIFICATION

A proposal packet may be modified up until the time of opening. 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.

Hard Copy Submittals: The modification must be requested in writing prior to the submission deadline. Modifications, erasures, or other changes must be sealed, and explained or noted with initial or signature of the authorized individual signing the proposal packet. All figures must be written in ink or typed; figures written in pencil are not acceptable.

Virtual Submittals: Proposals may be retracted, corrected, and re-submitted as needed prior to the indicated Closing Date and Time. Any proposal that is retracted for corrections **must be re-submitted** to be considered. A missed submission will not be considered under any circumstances.

WITHDRAWAL

Vendors may withdraw their proposal packet prior to the scheduled opening time but may not be withdrawn for a period of sixty (60) calendar days after opening.

Hard Copy Submittals: The request for withdrawal must be submitted to the Purchasing Agent in writing.

Virtual Submittals: Vendors may retract their response prior to the scheduled closing time and date. Selecting "No Bid" and including a reasoning is highly encouraged.

AWARD

Pursuant to the Texas Local Government Code, the award shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal taking into consideration the relative importance of price.

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 negotiate and request a best and final offer that cannot be altered after the submission deadline. The County reserves the right to accept or reject all or any part of the

proposal, waive minor technicalities, or to award by item or by lump sum. The awarded vendor(s) will be notified at the earliest possible date.

A vendor whose proposal does not meet the mandatory requirements set forth in this solicitation will be considered noncompliant. The criteria utilized for determining responsibility 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 offeror is responsible. The County reserves the right to adopt or use for its benefits, any concept, plan, or idea contained in any solicitation response.

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

A vendor must give written notice that they intend to protest an award. The vendor has the right to appear before the commissioner's court. under rules established by the court. Protest Procedures are available for download on the Purchasing Department - Doing Business with the County webpage <http://epcounty.com/purchasing/business.htm>.

BEST AND FINAL OFFERS

The County reserves the right to negotiate further with one or more vendors 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 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.

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. The submitting vendor 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 the vendor attributed to these delays, should any occur. In addition, the submitting vendor 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.

RESULTANT CONTRACT

The resultant contract shall become effective upon the Commissioners' Court approval and the County Judge's signature. The contract documents shall consist of all the documents pertinent to the requested work including the contract, solicitation, technical requirements, addenda, submitted proposal, and any additional documents specified.

Within thirty (30) days after the prescribed forms are presented for signature, the awarded firm shall execute and deliver to the County an Agreement the material terms of this RFP document in such number of copies as the County may require.

The Contract will require the completion of the work according to the contract documents. 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.

SUBCONTRACTING/ASSIGNMENT

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

DEFAULT BY VENDOR

In case of default by the vendor, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due, the difference between the price named in the contract or 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 of 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.

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.

INVOICES AND PAYMENTS

An invoice should be submitted after the notice to proceed date or a purchase order has been received and after the delivery and/or service has been completed. Invoices must indicate the purchase order number and/or contract number and should be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned for correction. Under term contracts, when multiple deliveries and/or services are required, the items may be invoiced in groups or individually. Invoice payment term is net thirty (30). Prior to any and all payments made for goods and/or services provided under the contract, the vendor's W9 must be on file with the County Auditor's office. **Offeror must include a current, signed copy of their W9 in their bid response.** Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

NON-APPROPRIATIONS

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

DISCLOSURES

At the time and place fixed for the solicitation opening, the County will open and publicly read aloud every proposal packet received, irrespective of any technicalities therein. Vendors and other persons properly interested may be present, in person or by representative. Interested parties may also view live openings through County of El Paso ITD's YouTube channel, https://www.youtube.com/channel/UCXwcq_JYs28xwL14oGAVPZq.

Responses for RFPs, 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. Public information requests must be made in writing and submitted by mail, in person, fax, or email to the Purchasing Department. Additional information may be found in the section titled "PUBLIC INFORMATION ACT".

PUBLIC INFORMATION ACT

County of El Paso 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. **VENDOR MUST MARK ANY INFORMATION THAT IT CONSIDERS TO BE CONFIDENTIAL, PROPRIETARY, AND/OR TRADE SECRET IN ITS PROPOSAL PACKET.** If items are not marked CONFIDENTIAL, County of El Paso will not be liable for disclosing the information. County agrees to provide notice to the vendor 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 vendor has marked as confidential, proprietary, and/or trade secret.

EXEMPTIONS TO GENERAL REQUIREMENTS

Exceptions to the requirements of the solicitation may be submitted on a separate document labeled, "Exceptions to General Requirements", and included in the proposal packet. If no exceptions are stated, it will be understood that all requirements will be complied with, without exception.

The exceptions document must specify alternatives or suggested language for consideration by the County. Alternatives should be sufficiently described, labeled, and should indicate its possible or actual advantage. The County reserves the right to offer these alternatives to other vendors.

RESTRICTIVE SPECIFICATIONS

It is the responsibility of the submitting vendor to review the entire specifications/scope of work, additional requirements, 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 procedures must be received in the Purchasing Department no less than seventy-two (72) hours prior to the time set for the solicitation opening. The mention of any brand name or model in the specifications is not intended to be restrictive but is intended to describe the desired features, quality, or standards of existing comparable items. Submitting vendors to propose an approved equal shall submit evidence that the item is equivalent in capability or characteristics.

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.

RECYCLED MATERIAL

Under Local Government 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 specifications. The County is also required to encourage the use of recycled products in developing new procedures and specifications. They are also required to eliminate procedures and specifications that explicitly discriminate against products made of recycled materials.

REQUIREMENTS AND INTEGRITY

The submitting vendor must affirmatively demonstrate its responsibility, and follow the minimum requirements:

- Have been in business of providing services for a minimum of one (1) year;
- 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 RFP solicitation;
- Have satisfactory record of performance;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.

PROOF OF INSURANCE

Awarded vendor shall submit to the County, for approval, within ten (10) days from the date of award, all Certificates of Insurance evidencing the required coverage as described herein.

Submitting vendor agrees that, at its own cost and expense, it shall procure and maintain throughout the duration of the contract the following listed insurance in the designated amounts:

Insurance Requirements

Professional Liability:	\$1,000,000 for E&O/Professional Insurance
General Liability:	
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000 each person
Premises Medical Expense	\$5,000
Damage to Rented Premises	\$500,000 each occurrence
Products/Completed Operations - Aggregate:	(see <u>Contract Amounts</u> for required limits)
Automobile Liability:	\$1,000,000 each occurrence
Worker's Compensation:	\$1,000,000/\$1,000,000/\$1,000,000 each accident/disease policy limit/each employee
Cyber Liability:	\$1,000,000 per claim and in the annual aggregate (Must include 1 st and 3 rd party coverage)
Excess Umbrella Liability:	(see <u>Contract Amounts</u> for required limits)

The Description of Operations section should include the job description or project name and solicitation number for which the insurance is provided. The General Liability and Auto Liability policies so issued in the name of Bidder/Vendor shall also name the County of El Paso as an additional insured. The General Liability, Auto Liability and Workers' Compensation policies so issued in the name of Bidder/Vendor shall reflect the Waiver of Subrogation in favor of County of El Paso. Umbrella (if applicable) is to follow form.

All policies of insurance shall be written by insurance underwriters authorized to do business in the State of Texas. Insurance is to be placed with insurers having a best rating of no less than A. 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 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. All Certificates shall provide the County with an unconditional thirty (30) days written notice in case of any major change or cancellation.

Contract Amounts for Products/ Completed Ops and Umbrella Coverage

Insurance requirements according to total contract amount.

Total Contract Amount	Products/Completed Ops	Umbrella
Less than \$100,000 :	\$1,000,000	n/a
\$100,000 - \$5,000,000 :	\$2,000,000	\$2,000,000 per occurrence/aggregate
\$5,000,001 - \$15,000,000 :	\$2,000,000	\$5,000,000 per occurrence/aggregate
Over \$15,000,000 :	\$2,000,000	\$10,000,000 per occurrence/aggregate

Umbrella Liability: Excess liability insurance to cover above the limits of automobile liability and other commercial general liability policies.

Cyber Liability: This liability covers intangible assets. If the vendor should use or have access to County data or any internal system, cyber liability may be needed.

INDEMNIFICATION

TO THE EXTENT PERMISSIBLE BY LAW, THE CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY AND SAVE HARMLESS THE OWNER, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, LIABILITY OR DAMAGE OF ANY CHARACTER AND FROM AND AGAINST COSTS AND EXPENSES, INCLUDING IN PART, ATTORNEY FEES, INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS, CLAIMS LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON, OR DAMAGE TO PROPERTY, INCLUDING IN PART THE LOSS OF USE RESULTING THEREFROM, BASED UPON OR ALLEGEDLY BASED UPON ANY ACT, OMISSION OR OCCURRENCE OF THE CONTRACTOR OR HIS EMPLOYEES, AGENTS, SUBCONTRACTORS, OR SUPPLIERS, OR ANYONE ELSE UNDER THE CONTRACTOR'S DIRECTION AND CONTROL, (REGARDLESS IF CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER), AND ARISING OUT OF, OCCURRING IN CONNECTION WITH, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES CALLED FOR BY THE CONTRACT, OR FORM CONDITIONS CREATED BY THE PERFORMANCE OR NO-PERFORMANCE OF SAID WORK OR SERVICES.

PERFORMANCE BOND AND PAYMENT BOND

The performance and payment bonds must be submitted on the forms provided by the county in this solicitation, excisions or special conditions shall not be made or included. Only required of awarded vendor(s).

Pursuant to Texas Government Code Sec. 2253.021, a governmental entity that makes a public work contract with a prime contractor shall require the contractor, before beginning the work, to execute to the governmental entity, a performance bond if the contract is in excess of \$100,000. As well as pursuant to Texas Local Government Code Section 262.032(b), any successful vendor who is awarded any contract in excess of \$50,000 may be required to execute a performance bond to the County.

Pursuant to Texas Government Code Sec. 2253.021, a governmental entity that makes a public work contract with a prime contractor shall require the contractor, before beginning the work, to execute to the governmental entity a payment bond if the contract is in excess of \$25,000.

Having satisfied all conditions of award, the successful vendor shall furnish the two (2) surety bonds within ten (10) days from the date of Award, each in a penal sum of 100% of the amount of the Contract. These bonds shall be signed by a surety company listed in the latest issue of the U.S. Treasury Circular 570 and such surety must be authorized to do business in Texas. The current power of attorney for the person who signs for any surety company shall be attached to such bonds.

Failure to supply the required bonds within ten (10) days, or within such extended period as the County may grant, the County may rescind its award and may either award the contract to the next qualified responsible vendor or re-advertise the solicitation.

NO BOYCOTT OF ISRAEL

In accordance with Chapter 2271 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.

NO BOYCOTT OF FIREARM ENTITIES OR FIREARMS TRADE ASSOCIATIONS

In accordance with Chapter 2274 of the Texas Government Code, a company, other than a sole proprietorship, with ten or more full time employees is required to verify in writing that it does not discriminate against, and will not discriminate during the term of the contract against a firearm entity or firearm trade association, if the contract has a value of \$100,000 or more.

SOVEREIGN AND/OR GOVERNMENTAL IMMUNITY

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

COUNTY OF EL PASO CODE OF ETHICS TRAINING

County of El Paso Code of Ethics Training Affidavit: 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 response packet. By reading and signing the Affidavit form, the vendor 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. The ethics training affidavit must be submitted using the document provided by the county in this solicitation, excisions or special conditions shall not be made or included.

Optional On-Line Training: As an alternative to reading and completing the El Paso County Code of Ethics Training Affidavit, in compliance with Section 161 of the Texas Local

Government Code, the training on the El Paso County Code of Ethics is accessible in an online format to Vendors and Lobbyists on an ongoing basis, subject only to limitations due to technical resources. The optional On-Line Training may be accessed and completed at: http://www.epcounty.com/ethicscom/trainingvendor_files/frame.htm. If completed on-line, **the training receipt should be printed out and included in the submission packet.**

CERTIFICATIONS

Certifications regarding lobbying, debarment, suspension and other responsibility matters; drug-free workplace requirements; federal debt status, and nondiscrimination status and implementing regulations, must be submitted using the documents provided by the county in this solicitation, excisions or special conditions shall not be made or included.

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.

CONFLICT OF INTEREST

The Conflict-of-Interest Questionnaire-Form CIQ must be submitted on the form provided by the county in this solicitation, excisions or special conditions shall not be made or included. CIQ Forms may also be obtained on the Purchasing Department website at: http://epcounty.com/purchasing/documents/CIQ_Form.pdf.

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 (Form CIQ), 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 solicitation and/or make recommendations for award are included herein. 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.

DISCLOSURE OF INTERESTED PARTIES

The Certificate of Interested Parties – Form 1295 should only be submitted online. Only required of awarded vendor(s). Form shall be submitted on the Texas Ethics Commission website, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Instructional videos are provided on site for assistance.

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.

NON-COLLUSION AFFIDAVIT

The Non-Collusion Affidavit of Contractor must be submitted on the form (s) provided by the county in this solicitation, excisions or special conditions shall not be made or included.

By submitting a response packet, the vendor declares that:

- The submission is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation;
- The submission is genuine and not collusive or sham;
- The contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham submission, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal or that anyone shall refrain from submitting;
- The contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor or any other vendor, or to fix any overhead, profit or cost element of the bid price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract to anyone interested in the proposed contract;
- That all statements contained in the response packet are true; and
- The contractor has not (directly or indirectly) submitted his or her proposed price or any breakdown thereof, divulged information or data relative thereto, or paid (and will not pay) any fee to any cooperation, partnership, company association, organization, depository, or to any member or agent thereof in order to effectuate a collusive or sham solicitation response.

The vendor may not initiate any negotiations, decisions, or cautions based on any oral discussion with any County employee prior to the opening of responses to this solicitation. County officers, employees, public officials, or elected officials that exercise any role in the review or approval of this award may not have any personal or financial interests in any contract or negotiation related to this solicitation.

Before executing any subcontract, the submitting firm must submit the name of any proposed subcontractor for prior approval in a notarized affidavit. The Affidavit for a subcontractor is provided by the county in this solicitation, excisions or special conditions made or included will not be considered.

INDEPENDENT CONTRACTOR

Submitting vendor 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 the vendor or its subcontractors perform in providing the requirements stated in this solicitation.

MERGERS, ACQUISITIONS

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

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

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

Moreover, the vendor is required to provide the County with notice of any anticipated merger or acquisition as soon as there is actual knowledge of the anticipated merger or acquisition. The new vendor'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.

EQUAL EMPLOYMENT OPPORTUNITY

The County of El Paso is an equal opportunity employer. The vendor and its subcontractors will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

CONSIDERATION OF SAFETY RECORD

Pursuant to Texas Local Government Code section 262.0275, in determining who is a responsible bidder, the commissioners court may take into account the safety record of the bidder, of the firm, corporation, partnership, or institution represented by the bidder, or of anyone acting for such a firm, corporation, partnership, or institution if the commissioners court has adopted a written definition and criteria for accurately determining the safety record of a bidder; the governing body has given notice to prospective bidders in the bid specifications that the safety record of a bidder may be considered in determining the responsibility of the bidder; and the determinations are not arbitrary and capricious.

The Safety Record Questionnaire must be submitted on the forms provided by the county in this solicitation, excisions or special conditions shall not be made or included.

MONITORING PERFORMANCE

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

NO COMMITMENT BY COUNTY

This solicitation 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 response to this solicitation, or to procure or contract for services or supplies.

REJECTIONS / DISQUALIFICATIONS

County of El Paso reserves the right to reject any or all proposals in whole or in part and may discontinue its efforts for any reason under this solicitation at any time prior to actual execution of the contract by the County. County of El Paso reserves the right to waive any informality, award by item or by total, and disregard the proposal of any vendor determined to be not responsible. Vendors may be disqualified and rejection of proposal may be recommended to the Commissioners Court for any of (but not limited to) the following causes:

- Proposal received after date and time indicated for receipt.
- Failure to use the accompanying form(s) furnished by the County, if applicable.
- Lack of signature by an authorized representative that can legally bind the company.
- Failure to properly complete the proposal packet.
- Proposal does not meet/agree to the mandatory requirements.
- Indication of collusion.
- Proposal contains irregularities.

The County may consider as irregular an alteration of or departure from the Forms hereto attached and at its option may reject the same. The County reserves the right to consider as unqualified any vendor who does not habitually perform with their own forces the major portions of the work outlined in this solicitation. The County further reserves the right to reject any proposal due to failure of performance on deliveries as determined in writing by the County Purchasing Agent.

References

Provide a minimum of three (3) references for whom similar services have been provided.

References must be current and verifiable. County of El Paso will conduct reference checks to verify and validate vendors past performance. Reference responses count as part of the overall score in this category. Each non-responses count as a zero in scoring of this criteria.

Reference #1

Organization Name: _____

Contact Name: _____ Phone No.: _____

E-mail Address: _____

Services provided: _____

Duration: _____

Reference #2

Organization Name: _____

Contact Name: _____ Phone No.: _____

E-mail Address: _____

Services provided: _____

Duration: _____

Reference #3

Organization Name: _____

Contact Name: _____ Phone No.: _____

E-mail Address: _____

Services provided: _____

Duration: _____

Safety Record Questionnaire

The following definitions and criteria shall be used to take into account the safety records of bidders:

Bidder – Includes any person who is an officer of, is in a management position with, or has an ownership interest in the firm, corporation, partnership, or institution, represented by the bidder or anyone acting for such firm, corporation, partnership or other entity which is submitting the response or proposal.

Worker Safety – refers to the working environment at the bidders' company, offices, jobsites, and any other place in which it does business. The term encompasses all factors that impact the safety, health, and well-being of employees. Work safety may include the prevention, enforcement, and/or remediation of environmental hazards, unsafe working conditions or processes, drug and alcohol abuse, and workplace violence. Workplace safety is monitored by state and national authorities such as the Occupational Safety and Health Administration.

Public Safety - involves protecting the public — safeguarding people from crimes, disaster, and other potential dangers and threats (including, without limitation, environmental hazards and safety threats).

Environmental Safety - Refers to pollution prevention as well as the prevention of other threats to the environment and protecting anyone that may be affected by pollution. It also includes the safe storage, use, disposal of various chemicals (including, without limitation, toxic chemicals) that may be used in workplaces, job sites, or other work areas.

Violation - Refers to any activity, occurrence, or condition that disregards established laws and regulations, results in non-compliance with, or results in a written complaint or other written claim from, a Governmental Authority with respect to applicable or governing law.

- 1) Within the past five (5) years of this Bid submittal, can the bidder identify any civil litigation, which resulted in final judgment against the Bidder, arising out of the performance of a construction contract within the State of Texas in which the Bidder was a named defendant in a lawsuit brought by or against the Owner. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices.
 Yes No

- 2) Within the past five (5) years of this Bid submittal, has the bidder received any final determinations by a court or governmental agency for violations of Federal, State, or local laws including, but not limited to, violations of environmental safety laws, public health and safety laws, the Occupational Safety and Health Act ("OSHA") or similar laws or regulations.
 Yes No

- 3) Within the past five (5) years of this Bid submittal, can the bidder identify with any criminal convictions concerning any environmental safety, worker safety, or public safety laws.
 Yes No

If the bidder has indicated "Yes" to any question above, the bidder must provide with its bid submission the form titled ***Self-Disclosure of Environmental Safety Violations***.

If the bidder has indicated "No" to ALL questions above, the bidder must provide with its bid submission the form titled ***Civil Litigation Certification***.

Name: _____

Date: _____

Civil Litigation Certification

If the Bidder 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 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: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (_____) _____

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

Facility/Site Information

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

Note: If more than one facility/site is involved with the environmental violation(s), please indicate the number of facilities/sites below and attach a separate sheet for each violation 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: _____

Owner: _____

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.
- The name and court case identification number of each case.
- The jurisdiction in which it was filed.
- The outcome of the litigation, e.g., the cause number and date of any final judgment that was entered.

I declare under penalty of perjury that the foregoing is true and correct, nor have I withheld any relevant information in my statements.

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)

County of El Paso 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 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 commissioner's court approval of hospital district purchases.

I _____ am an officer, principal, or individual authorized to
(Full Name)

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 _____

Certifications

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.

2) 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, 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

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.

3) DRUG-FREE WORKPLACE

As required by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F, 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:
 - i) The dangers of drug abuse in the workplace;
 - ii) The applicant's policy of maintaining a drug free workplace;
 - iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv) 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 (a)
- d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee must
 - i) Abide by the terms of the statement; and

- ii) 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:
 - i) 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
 - ii) 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).

4) 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.

5) 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 four (4) pages of this document must be included in all responses.

Conflicts of Interest

Re: RFP 23-005, Alcohol Monitoring Service for the County of El Paso

Dear Vendor:

The Texas Local Government Code Chapter 176 requires all vendors and potential vendors who contract or seek to contract for the sale or purchase of property, goods, or services with any local government entity to complete and submit a Conflicts of Interest Questionnaire. Attached is a copy of the questionnaire.

In filing out the Questionnaire, the following are the County Officers that will award the bid and the employees which will make a recommendation to the Commissioners' Court:

County Officers: County Judge Ricardo A. Samaniego
Commissioner Carlos Leon
Commissioner David Stout
Commissioner Iliana Holguin
Commissioner Carl L. Robinson

County Employees: Karen Davidson, Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Elvia Jauregui, Purchasing Manager
Araceli Hernandez, Formal Bid Buyer
Claudia Parra, Procurement Data Analyst
Blanca Guereca, Procurement Data Analyst
Betsy Keller, County Administrator
Edward Dion, County Auditor
Barbara Franco, Auditor First Assistant
Wallace Hardgrove, Budget & Financial Manager
Christina Ford, Division Chief
Eddie Sosa, First Assistant County Attorney
Vivian Arroyo, Assistant County Attorney
Steven Arellano, Assistant County Attorney
Alex Cuellar, Assistant County Attorney
Erich Morales, Assistant County Attorney
Lorena Rodriguez, Analyst
Catherine Jones, CJC Director
Christopher Rey, CJC Manager
Elizabeth Williams, CJC Supervisor
Raoaa King, Assistant District Attorney
Daniel Marquez, Director of Litigation Public Defender's Office
Adrian Almeralla, 346th Veterans Court
Jacob Garcia, CJC Manager

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

Health Insurance Benefits Questionnaire

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

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

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

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

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

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

Certificate of Interested Parties

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property 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 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

El Paso County Signature Page

RFP 23-005 Alcohol Monitoring Service for the County of El Paso

Please submit one (1) original hard copy and one (1) electronic copy in Word/PDF Format of your bid. The electronic copies must reflect the original hard copy.

This signature acknowledges that the submitting vendor has read the solicitation thoroughly before submitting a response and will fulfill the obligations in accordance with the indicated requirements and resulting contract if awarded.

Failure to provide signature on this form renders submitting vendor as non-responsive.

*****E-Bid / Virtual submittals: This signature page will not need to be upload to Ion Wave. All information will be pulled from Company Profile and acknowledged with virtual signature. *****

Hard copy responses received by the Purchasing Department prior to the indicated date and time, will be entered manually as an electronic entry after the bid opening. If the vendor is not registered with the e-bidding system, the information provided below will be used to register the vendor as an offline supplier.

_____ Company (Legal Name)	_____ DBA if applicable
_____ Federal Tax Identification No.	_____ Organization Type (e.g. Sole Proprietor, LLC, S or C Corporation, Non Profit, Foreign Entity, etc.)
_____ DUNS Number (Applicable to Grant Funded Project)	_____ Main Telephone Number with area code
_____ Email Address	_____ Company Address
_____ Representative Name & Title	_____ City, State, Zip Code
_____ Signature	_____ Date

*****THIS MUST BE THE FIRST PAGE ON ALL BIDS*****

RFP Check List

RFP 23-005 Alcohol Monitoring Service for the County of El Paso

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

(Incomplete bids will be rejected)

**** Virtual submittals: Please upload all applicable documents onto Ion Wave ****

_____ Attend pre-bid conference, .

_____ Check for addenda.

_____ Complete and detailed proposal

Complete and include required forms:

_____ Reference List

_____ Safety Questionnaire

_____ Civil Litigation Certificate or Self Disclosure of Environmental Safety Violations

_____ W9

_____ County of El Paso Code of Ethics Training Affidavit

_____ Certifications

_____ Conflict of Interest- Form CIQ

_____ El Paso County Signature Page

Optional:

_____ Health Insurance Benefits Questionnaire

_____ Make County of El Paso Signature Page the first page of Proposal Packet

_____ Hardcopy submittals: Provide one (1) original hard copy of your complete proposal packet and one (1) electronic version (CD/ DVD/ Flash drive) in Word/PDF Format. Electronic copy must reflect the hard copy.

_____ Deliver response to the County Purchasing Department by 2:00 p.m., 1/19/2023.

Upon award of contract the following forms will be required: Performance Bond, Payment Bond, Certificate of Interested Parties - Form 1295, and Insurance Certificates