



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

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### Notice to Interested Parties

The County of El Paso will receive Sealed Proposals (Request for Proposals) for **RFP 23-015 Congregate and Home Delivered Meals for the City-County Nutrition Program**, until **2:00 p.m.**, on **Thursday, April 13, 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](http://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, April 13, 2023*  
*Congregate and Home Delivered Meals for the City-County Nutrition Program*  
*RFP 23-015”*

**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](mailto:bidquestions@epcounty.com) before **Thursday, March 30, 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\\_JYs28xwL14oGAVPZg/videos](https://www.youtube.com/channel/UCXwcq_JYs28xwL14oGAVPZg/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

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

**RFP 23-015**



**Opening Date  
Thursday, April 13, 2023**

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## Specifications/ Scope of Work

### PURPOSE

The County of El Paso, through funding made available to the City-County Nutrition Program from federal, state and local grants, will provide a nutritious noontime meal to persons aged sixty (60) and over and persons with disabilities in two distinct settings, Congregate and Home Delivered.

The meal delivery service includes up to twenty (20) congregate senior sites located within the boundaries of the County of El Paso. Meals are served at noontime to approximately 1,500 congregate program participants and 2,500 home delivered meals to program participants living in their homes within the County of El Paso.

The County of El Paso is seeking a qualified Vendor to prepare, package, and deliver approximately 4,000 congregate and home delivered daily meals, 260 serving days per year, as mandated in the Texas Administrative Code (TAC) 40, Part 1, Chapters 55 & 85, subchapter D, § 85.302; Title 25, Chapter 228 & 229; Title 26, Part 1, Chapter 213, subchapter C, Division 3, § 213.203.

The resultant Contract will be in effect for an initial period of **three (3) years with one (1) 2-year renewal option**, a maximum term of five (5) years based upon Vendor performance and meeting the requirements of the Contract.

Every twelve (12) months El Paso County will conduct an annual meeting and performance review with vendor. Vendor will have 30 days to correct any identified performance issues.

All meal prices will be firm and fixed for the first three (3) years of this Contract. After the first three (3) years of performance, a price adjustment at each two-year renewal may be considered based on that current year's Consumer Price Index (CPI, Food Away from Home Index).

The El Paso City-County Nutrition Program has grown throughout the years and has continued to maintain the trust and respect from the different funders, program participants and the community of El Paso. The different funding sources that reimburse the County of El Paso for the meals served have eligibility criteria that must be met before an individual may begin receiving a free noontime meal from the City-County Nutrition Program. The program must meet all the expectations of each funding source and must ensure all contracted vendors meet the expectations while delivering exemplary customer service to all the program recipients of a nutritious noontime meal. The City-County Nutrition Program places an utmost interest in assuring that the lives of those who receive a meal through this program are nourished and enriched through the nutritious meal provided; thereby, promoting their health, well-being and independence.

## BACKGROUND

The El Paso County has administered the El Paso City-County Nutrition Program for over 35 years and intends to continue nourishing the lives of many adult seniors in need of the meal service.

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

The program provides meals in a congregate setting, Monday through Friday, 260 serving days per year, throughout different sites located across the El Paso County. Current sites can be found in **Exhibit A**. Currently, the congregate lunch menu consists of a daily noontime meal served to approximately 1,500 registered participants throughout the seventeen (17) centers. The meals are served no earlier than 11:00 AM, no later than 12:00 PM. Ten (10) of the congregate centers have the capability of receiving warm bulk food for the noontime service while the other 7 center locations must have pre-plated meals delivered. At the centers where meals are delivered in bulk serving trays, the Vendor must serve the meals and perform all necessary kitchen clean-up.

The program also serves home delivered meals to approximately 2,500 program participants homes within the El Paso County. The meals for homebound participants are individually packaged and delivered during the week, no earlier than 10:30 AM and no later than 1:30 PM, 260 total serving days per year. While most eligible participants receive five (5) meals a week, there are some participants that are eligible to receive up to seven (7) home delivered meals. To maintain costs at a manageable level, the program receives a waiver from the Health and Human Services Commission of Texas to deliver homebound meals through an alternate delivery schedule while still complying with all program requirements as stated in the Texas Administrative Code (TAC). That schedule is as follows:

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

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

Route C: Home Delivered Meal Service on Friday

Currently, all meals for both congregate and home delivered meals are prepared and packaged in one (1) City of El Paso owned and operated commercial kitchen. It is estimated that approximately 4,000 daily meals, both congregate and home delivered meals, are prepared, packaged, and delivered from this one kitchen. All meals must meet the nutritional requirements specified by the Older Americans Act, 1/3 of the Recommended Daily Intake (RDI), and must also meet state standards identified in the Texas Administrative Code, Title 40 Part 1, Chapter 55 related to contracted services for

HHSC. Additional requirements that must be met are found in Title 40, Chapter 85 of the Texas Administrative Code (TAC), 25 TAC Chapter 229, TAC Title 4, Chapter 1.

The City-County Nutrition Program has a fleet of 12 County vehicles that will be available to the contracted vendor for transporting congregate and home delivered meals. The vehicles are used as cargo vans and must comply with applicable cargo van requirements. As a part of this proposal, the vendor must identify if additional cargo vehicles are necessary to perform on this contract.

The resultant Contract will equip their drivers with smartphones to communicate with the nutrition office when meals cannot be delivered as scheduled and properly documented as a meal not delivered.

The resultant Contract will ensure their drivers pass a driving safety test every 6 months. The test will be facilitated by the resultant contract and provide verification of said test to the nutrition office for record keeping.

### **Kitchen and Equipment**

It is the County's intent to administer the City-County Nutrition Program in the most efficient and cost-effective manner. Therefore, the County of El Paso will review and consider proposals from vendors for one of two different options. The County will select the best most responsive option from the two options.

**OPTION ONE**— Vendor will utilize the El Paso County provided commercial kitchen for required services including the daily preparation, packaging, and delivery of approximately up to 4,000 meals, congregate and home delivered meals. This kitchen is located at 600 S. Ochoa, El Paso, TX 79901. This kitchen is owned and operated by the City of El Paso and vendor may need additional appliances (at selected vendors expense).

If the Vendor opts to utilize the City of El Paso owned kitchen(s) listed above, the Vendor is solely responsible for the preventative maintenance and repair of the existing equipment utilized by the Vendor. Vendor will make those arrangements directly with the City of El Paso. All preventative maintenance and repairs must be consistent with industry best practices and coordinated with City personnel.

The Vendor will be responsible for cleaning the City of El Paso's kitchen and contiguous areas, cleaning kitchen equipment, waste disposal, grease trap, and pest control services in the preparation kitchen(s), at least once per month. Additionally, the dining room area of the city kitchen will be cleaned and waxed, once every three (3) months.

The Vendor will be responsible for securing storage location for daily equipment used for meal delivery services to include but not limited to ice chests.

The Vendor will be responsible for securing storage location for overnight parking of the county fleet vehicles used for daily meal delivery services.

**OPTION TWO**—The vendor may propose an alternate option from the one listed above for the daily preparation, packaging, and delivery of approximately up to 4,000 daily meals for both congregate and home delivered service. In this option, the vendor may propose alternate food preparation locations and service delivery alternatives and include all costs associated with this option in the unit price per meal.

Under option two (2), the vendor will be responsible for the cleaning of select community centers as described in **Exhibit A**.

The Vendor will be responsible for securing storage location for daily equipment used for meal delivery services to include but not limited to ice chests.

The Vendor will be responsible for securing storage location for overnight parking of the county fleet vehicles used for daily meal delivery services.

### **Congregate Meal Services**

#### **Service Description**

Congregate Meal Services provide a nutritious meal containing at least 1/3 of the Recommended Daily Intake (RDI) for an individual in a congregate meal setting. Meals must be hot or cold and must be culturally appropriate to the local region.

One unit is equal to one meal. The meal service helps to increase the nutrient intake of participants to prevent or reduce the risk of chronic diseases, preserve, and promote health, well-being, and independence.

Congregate meals are served daily, Monday through Friday, starting approximately at 11:00 AM to 12:00 PM, except during City / County of El Paso holidays when sites are closed.

Dining areas of the congregate sites must be cleaned daily, after each meal service and includes wipe-down and sanitizing tables, chairs, floor surfaces and cleaning restrooms as indicated in **Exhibit A**.

The meal service is for registered congregate program participants of the City-County Nutrition Program throughout the seventeen (17) Senior Nutrition sites. List of service sites with addresses is attached and labeled **Exhibit A**.

The Vendor must include a birthday cake on one day during each month for all nutrition service sites and home delivered as a celebration for those participants having a birthday during the month.



The Vendor will provide one special summer meal, such as a barbecue, at each participating county center site on a rotation basis throughout the summer months starting in the month of May so that each center has one such event to increase participation and customer satisfaction.

Vendor will provide salsa for all meals in addition to condiments such as salt, pepper, mustard or ketchup for specific meals.

Meals will be served in bulk, with the exception of the following five (5) sites, which require pre-plated meals: Clint, McCall, Montana Vista, San Elizario, Socorro.

## **Vendor Service Requirements**

**The Vendor must also perform the following services:**

### Standard Requirements

The Vendor must be responsible for the food, utensils, napkins, condiments, and provide food service staff for the congregate meals at all locations, as listed in **Exhibit A**.

All meal menus must be culturally appropriate to the local region while complying with the Older Americans Act, §339(2) (A), related to compliance with the current Dietary Guidelines for Americans and Dietary Reference Intakes (RDI). Planned menus must provide a variety in flavor, consistency, texture, and temperature. Each meal must contain 1/3 of the RDI as described in the Older Americans Act and required by the program funder, Area Agency on Aging (AAA) and the Health and Human Services Commission.

Vendor must have a registered dietician on staff or hired by the time of submittal of proposal to ensure all nutritional requirements are met as mandated by the Texas Administrative Code, Title 40, Chapter 55, §55.7. Evidence of Baccalaureate degree and credentials for the registered dietician must be included as part of this proposal.

Vendor must conduct a background check, to include but not limited to, Texas Department of Public Safety and/or Motor Vehicle Registration for every prospective new employee and provide the City-County Nutrition Office the name and social security number of every prospective new employee to assure an Employee Misconduct Registry (EMR) check is conducted before the prospective employee assumes duties as part of this contract.

Vendor will submit menus and nutritional analysis reports with Registered Dietician signature in accordance with the table below. Send physical signature via mail and vendor must provide a nutritional analysis for each meal substitution and/or change.

Vendor will submit pre-menu and final menu to County using the following calendar guidelines, if the first day of the month is a holiday or weekend, vendor will submit the next following business day.

<b>Quarter</b>	<b>Pre-Menu Due Date</b>	<b>Months</b>	<b>Final Menu Due to County</b>
Q1	November 1	January-March	December 1
Q2	February 1	April-June	March 1
Q3	May 1	July-September	June 1
Q4	August 1	October-December	September 1

Vendor will be required to develop and implement an emergency plan to be used when the meal cannot be prepared or is unsuitable for consumption. This includes a one-day emergency menu with supplies on hand for implementation.

Vendor, Dietician and County Program staff must meet once quarterly to review and revise upcoming quarter menus.

Vendor must distribute an annual customer satisfaction survey. The survey must include a sample of participants from both congregate and home delivered settings. The survey must be given to all program participants and must ensure a response rate of at least 30%. The results of this annual survey must be submitted to the Nutrition Program Manager, no later than September 30 of each year. The results will also reflect which congregate sites were surveyed.

Vendor must incorporate survey responses into future menu meals and may work with a select group of program participants for greater participation, program satisfaction, or nutrition education.

Vendor will prepare and distribute monthly nutrition education materials to congregate, and home delivered program participants as recommended by the registered dietician to meet requirement in Texas Administrative Code (TAC, Title 40, Part 1, Chapter 55, §55.11). Monthly verification of nutrition education distribution for both congregate and home delivered meal programs will be submitted to the Nutrition Program Staff.

Vendor must comply with all rules, standards and guidelines established by the federal Older Americans Act, the Health and Human Services Commission, and the Rio Grande Council of Governments Area Agency on Aging, the City of El Paso, the County of El Paso, and/or any future funding partner.

## **Special Requirements**

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

Sack lunches are cold meals provided in individual portable containers.

Sack lunch meals must meet the congregate meal requirements.

Vendor will be required to provide Special Event Meals which coincide with the theme of the event and/or holiday. Special Event meals must meet the 1/3 of the RDI as described in the Older Americans Act and will be in celebration of special events such as Lent/Easter (traditional lent menu on Fridays during Lenten season), Mother's Day, Father's Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving, and Christmas.

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

Vendor may assist with innovated congregate dining experiences at County owned centers, such as:

- Buffet style service,
- Salad bar with featured daily salad,
- Poured or served beverages,
- Nutrition education based on initial participant survey results.
- Choice of entrées.
- Special meals (celebrating holiday, seasonal, farm-to-table, etc.).
- Food boxes/bags of fresh produce for meal participants.
- Opportunity to participate in activities before, during, and after the meal.
- Ethnic or cultural meals/sides/foods.
- Foods for health conditions.
- Food made to order.
- Times for meals- breakfast/dinner/weekends/all day.
- Picnic style meal.

## **LICENSURE / CERTIFICATION REQUIREMENTS**

**The Vendor must ensure that:**

Registered Dietitians must be licensed by the Texas State Board of Examiners of Dietitians, (TAC 40, Chapter 55, §55.7). Credentials for the registered dietician must be included as part of this proposal and maybe required during invoicing.

All Vendor employees and volunteers must receive required training (TAC 40, Chapter 55, §55.9, Training Requirements). Vendor will also submit the training plan/packet with training topics to the County on an annual basis along with the names of vendor staff that completed the training(s).

The Vendor must maintain documentation to show that staff and volunteers meet the training requirements throughout the terms of the contract.

Vendor will ensure that all of their employee's licenses and certifications are current and be paid for at vendor's expense.

## **MENU PLANNING**

A five-week menu cycle menu is required to support meal variety for all participants in the congregate and home delivered programs. The menu items must reflect the cultural food preferences of the majority of program participants. Planned menus must provide a variety in flavor, consistency, color, texture, appearance and temperature. Menus must be planned to reduce frequently repeated menu choices.

Meals must be hot (for congregate and homebound setting), chilled or frozen (for homebound setting only) and will be culturally appropriate to the local region while complying with the Older Americans Act, §339(2) (A), related to compliance with the current Dietary Guidelines for Americans and Dietary Reference Intakes (RDI).

Food components are required to be fresh, ripe, edible and within date of expiration upon time of consumption. The protein entrée may not be repeated more than two (2) times in the same service week.

The number of processed main entrees (e.g. hot dogs, sausage, pressed lunch meats, etc.) must be limited to no more than 10% of the main entrée choices per cycle.

The Vendor must attend quarterly menu meetings with the City-County Nutrition Program staff.

### Menu and Nutritional Analysis Submittal and Approval

The Vendor will be required to submit final menus signed and certified by the Registered Dietician to the City-County Nutrition Program staff for posting by the 10<sup>th</sup> of the month preceding the month the menu becomes effective. Menu items must be specific and include the detail of the food item.

The Vendor must retain and make available, each year, the menus for audit purposes.

## Menu Changes and Substitutions

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

## Meal Preparation

All prepared meals must be prepared to retain maximum nutritive value, color, flavor texture, temperature. For home delivered meals vendor must include nutrition labels on each meal to include day it's for, total meal calories, and the expiration date

Hair nets, beard guards and personal protective items must be worn by all kitchen staff and delivery drivers.

Gloves must be worn by all kitchen and serving staff when handling ready-to-eat foods.

## Congregate Meal Serving Service

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

The Vendor must document and maintain record of the number of meals delivered to each site, the temperature upon arrival and the temperature at serving. Vendor will staff appropriately to ensure meal serving service is completed within 30 minutes from the time the serving services begin. City-County Nutrition Staff or volunteers are not expected to assist with serving service.

Hot Foods must be served at 140 degrees Fahrenheit or above and cold foods at 40 degrees Fahrenheit or below. Temperatures must be taken at the time of meal serving service and must be maintained throughout the meal serving time. The food must arrive at the senior centers hot, between 140- and 180-degrees Fahrenheit, and cold at or below 40 degrees Fahrenheit. Meals must be served at the scheduled time every day unless approved by the City-County Nutrition staff.

Portion control is to be carefully monitored to assure compliance with the 1/3 of the Recommended Daily Intake (RDI), per TAC, Title 40, Chapter 55, §55.15. TAC, Title 26, Part 1, Chapter 213, § C, Division 3, Rule § 213.203, Nutrition Services.

Following meal serving, Vendor will be required to clean and sanitize the meal area. The kitchen(s) at all 17 congregate locations are to be left in the condition in which it was

found or better and ensure the level of cleanliness is suitable for kitchen operations consistent with industry standards.

Vendor must provide prepackaged heavyweight utensils for all meals, which must contain a fork, spoon, knife, and napkin.

Vendor must develop and provide a written emergency/contingency plan for meal delivery in case of fire, flood, natural catastrophe, or facility problem. The plan will be kept on file with the City-County Nutrition Program and the Vendor. The emergency/contingency plan will include a three-day emergency menu with supplies on hand.

## **STAFF TRAINING**

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

The Vendor must provide and document at least one hour of training initially to all staff, including volunteers, who come in contact with clients by serving and/or delivering meals before the staff or volunteers assume duties. The training must be provided in person or in a written document approved by the contract manager. Training topics must include:

- (1) Client confidentiality;
- (2) Procedures used in handling emergency situations involving clients;
- (3) Sanitary methods used in serving and delivering meals;
- (4) General knowledge and basic techniques of working with the aged and individuals with disabilities; and
- (5) Personal hygiene

The Vendor must provide at least two hours of training to staff and volunteers who come in contact with clients other than through serving or delivering meals before they assume duties. Training topics must include:

- (1) Client confidentiality;
- (2) Procedures used in handling emergency situations involving clients;
- (3) General knowledge and basic techniques of working with the aged and individuals with disabilities; and
- (4) Orientation on applicable Texas Department of Human Services and provider agency forms, procedures, and policies.

The Vendor must provide at least two (2) hours of training to the food service supervisor before the supervisor assumes duties. Training for the supervisor must include:

- (1) Personal hygiene;
- (2) Food storage, preparation, and service;

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

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

## **MONITORING**

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

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

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

Vendor will maintain record of: Current Certifications/Food Handler Cards of all staff required to have this certification; Employee food safety and sanitation practices in accordance with applicable City of El Paso Health Inspection Department; Meals prepared and served as shown on approved menu; Meal presentation including appearance, taste, and portion size servings; and, observe kitchen, staff, storage areas, and bathrooms to ensure compliance with standards and regulations. **All Health and Fire Inspection results must be sent to El Paso County within 48 hours of receipt.** Record of these items may be requested by the City-County Nutrition Program before, during or after quarterly monitoring.

## **HOME DELIVERED MEALS (HDM)**

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

## **ELIGIBILITY REQUIREMENTS**

For the purpose of the home delivered meal program, persons, age sixty (60) or older who are homebound because of illness and adult individuals with disabilities are eligible

to receive home delivered meal services. Persons receiving home delivered meals are not eligible to receive a congregate meal while receiving a home delivered meal.

## **SERVICE DESCRIPTION**

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

The vendor will be required to have a face-to-face encounter with the client at every home delivery made, at least 3 times per week. This weekly contact requirement will also serve as a “wellness check” to assure the general health and well-being of the client.

Meals must be delivered to all home delivered meal program participants, Monday – Friday, within the 3-hour window, 10:30 AM – 1:30 PM, as stated in the Texas Administrative Code (TAC), Title 40, Chapter 55, §55.27. In some cases, a sixth and seventh meal will be delivered frozen, generally with the Friday meal, to homebound participants authorized for that service by the applicable funding source.

Meals must be delivered on alternate days, in accordance to assigned route schedule, in which a hot meal and/or a chilled and frozen meal are provided to the participant to ensure a meal is received for each day of the week, to include but not limited to Saturday. Special accommodations will be considered on a case-by-case basis.

The Vendor must be required to have a weekly face-to-face encounter with every program participant every delivery.

The Vendor must serve the home delivered meals in a serving container that is easy to open and appropriate for reheating in a microwave oven.

Home delivered meal carriers, both hot and cold, must be sealed tightly immediately after packaging and must be opened only as necessary to remove individual meals. Cold foods must be packed in separate containers from hot foods. Cold foods must be packed on ice or with re-freezable ice packs. Bread items should be packaged separate from hot foods. Vendor will ensure bread slice and/or dinner rolls are not packaged in such way that the participant receives a flatten bread slice and/or dinner roll. All baked goods (i.e., cookies, cake slices, crackers, and shelf-stable items) must be packaged in a separate package than the one for the bread and/or dinner roll package.



## **FLEET OF VEHICLES**

The Vendor will maintain a fleet of vehicles sufficient to deliver meals for the congregate and home delivered meal program within the required three-hour (3 hour) serving window. This includes the fleet of 12 County owned vehicles that will be made available to the vendor as part of this contract. The Vendor will ensure all vehicles under this contract have valid license plates. The vehicles must be always kept neat and clean, especially after weather related uncleanliness caused by rainstorm, etc. Individual delivering the meal must be a minimum of eighteen (18) years of age and hold a valid driver's license and must clearly display an identification badge and/or uniform when delivering meals. The Vendor must utilize industry standard GPS systems in all vehicles, to include but not limited to, the County fleet of vehicles used for delivering program meals. The proposal should reflect the cost of the vehicles invested (if any), all vehicle maintenance, GPS systems, fuel, oil, insurance, and vehicle storage expenses.

The vendor is responsible for the repair of the fleet of County cargo vehicles according to accepted industry maintenance standards. Maintenance shall include (without limitation) oil changes and tire service through the life of the contract to include all maintenance and repairs (without limitation) labor, parts, supplies, lubricants, tires, and cleaning of interior and exterior of vehicles. All parts and equipment mounted in or on the vehicles shall be safe for operation on public streets and freeways and meet all requirements in the Federal and State Motor Vehicle Safety Standards for a cargo vehicle.

Damages/ accidents caused that occur through the performance of this Contract shall be repaired using OEM or aftermarket parts, returning the vehicle to its original condition. All repairs made relative to vehicle damage shall be performed by competent repair facilities capable of restoring the damaged vehicles back to their original appearance and structural integrity.

The County has a fleet of twelve (12) vehicles that will be made available to the vendor under this contract to deliver congregate and home delivered meals. The Vendor will provide the City-County Nutrition Program Manager a Monthly Vehicle Maintenance Report that reports each County Vehicle by assigned number; vehicle make/year/model of vehicle; license number; odometer miles; date when miles read; repairs, and service description (e.g., title & registration, oil change, tires replaced, etc.)

Contractor will maintain physical damage, bodily injury, collision, and liability insurance on all vehicles, including County-owned vehicles. The amount of liability guaranteed by the contract must be not less than \$1,000,000.00 for damages for any one incident and not less than \$2,000,000.00 in the aggregate. Said policy must name the El Paso County as additional insured and loss payee.

## REPORTING/INVOICING REQUIREMENTS

The Vendor must electronically submit the weekly invoice to the City-County Nutrition Program on Wednesdays on or before 12:00 PM for prior week services. One unit of service is one meal per individual, per day. Vendor must utilize industry standard technology to maintain accurate daily count of total meals served, delivered, and returned. Invoice must include the following:

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

Nutrition program staff will verify invoices for accuracy and return to the Vendor if inaccurate meal counts are billed. Once discrepancy is corrected, invoice will be returned to nutrition program staff to submit for payment. Inaccurate invoices may be delayed for payment until properly corrected.

Vendor must submit to the City-County Nutrition Program Administrative Specialist a “no-shows” report identifying the number of meals returned due to participants not being home when meal delivery was attempted.

All invoices must not include two months in one invoice. Each month should be submitted separately.

Vendor must submit a monthly fleet report to City-County Nutrition program staff that at a minimum includes the following:

- Month of service (start date and end date),
- Fleet vehicle milage report (Odometer start and end of month)
- Maintenance summary report per County fleet vehicle
- Receipts of maintenance as applicable

Vendor must submit monthly employee roster to City-County Nutrition program staff that at a minimum includes the following:

- List of all employees working on this project,
- Employee hire date and terminated date (as applicable),
- Evidence of EMR completed on or before hire date,
- Food safety and sanitation certification dates per employee, and

- Training(s) required, and date(s) completed.

**Additional Documents – Along with the Price Sheet, vendors must include:**

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

**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 that the County deems to be the most responsive and responsible and is the best value to the County.

Selected offeror(s) may be required to make on-site oral and visual presentations or demonstrations at the request of the County. The County will schedule the time and location for any presentations. Costs and equipment for such presentations are the responsibility of the proposer.

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.

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

**Soundness of Proposed Approach in Meeting Service Requirements 25 points**

Proposer outlines a logical approach to the proposed requirement.

- Familiarity with best practices in meal delivery services
- Familiarity with local demographics and senior communities
- Financial Stability
- Additional value added

**Prior Experience in Large Scale Meal Delivery Service 20 points**

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

**Staff Qualifications, Licensing/Accreditation 15 points**

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

**Cost/Fee Schedule 10 points**

**Menu Planning and Options 10 points**

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

**Reporting and Monitoring 10 points**

**Staff Training 5 points**

**References 3 points**

Contractor must provide the following reference information.

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

**Health Insurance Provision for Employees 2 points**

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

**Total 100 points**

**PRICE SHEET**

**RFP 23-015  
Congregate and Home Delivered Meals for the  
City-County Nutrition Program**

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

Name \_\_\_\_\_ Address \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone Number \_\_\_\_\_

E-mail \_\_\_\_\_

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

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

**Option #2** (Section 3, 3.7) – Utilize your own kitchen facility and equipment. This option allows the vendor flexibility to propose alternate food preparation location(s) and service delivery alternatives (if applicable). Vendor must include all associated costs with this option in the unit price per meal and provide separate service delivery narrative.

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

**Exhibit A**

**List of Congregate Serving Sites and Vendor Responsibility**

**(See attached)**

**Exhibit B – County Holiday Schedule**

**Schedule found online at:**

<https://epcounty.com/holidays.htm>

## **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\\_JYs28xwL14oGAVPZg](https://www.youtube.com/channel/UCXwcq_JYs28xwL14oGAVPZg).

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 <sup>st</sup> and 3 <sup>rd</sup> 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: <https://www.epcounty.com/ethicscom/onlinetraining/trainingLobbyists/index.html>. 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](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](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 23-015, Congregate and Home Delivered Meals for the City-County Nutrition Program**

**Dear Vendor:**

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

In 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  
                                 Elvia Jauregui Assistant Purchasing Agent  
                                 Araceli Hernandez, Formal Bid Buyer  
                                 Claudia Parra, Procurement Data Analyst  
                                 Betsy Keller, County Administrator  
                                 Edward Dion, County Auditor  
                                 Barbara Franco, Auditor First Assistant  
                                 Wallace Hardgrove, Budget & Financial Manager  
                                 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  
                                 Irene G. Valenzuela (County - Community Services)  
                                 Ernesto Hernandez (County - Community Services)  
                                 Lizette Ortega (County – Community Services)  
                                 Rosalva Hernandez (County – Community Services)  
                                 Pablo Caballero (City – Parks & Rec – Senior Programming)

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

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
 Name of Officer

**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.**

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?

Yes  No

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?

Yes  No

**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.**

**6**  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).

**7**

\_\_\_\_\_  
 Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
 Date

## **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:

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(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?

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

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

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3.  **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](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.	<b>OFFICE USE ONLY</b>
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.	
<b>2</b> 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 23-015

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

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 23-015 Congregate and Home Delivered Meals for the City-County Nutrition Program

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#### THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

(Incomplete bids will be rejected)

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

\_\_\_\_\_ 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., 4/13/2023.

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