



**COUNTY OF EL PASO**  
500 E. San Antonio, Suite PU500  
El Paso, Texas 79901  
(915) 546-2048 (915) 546-8180 Fax

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### **Notice to Interested Parties**

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 500 E. San Antonio, Suite 500, El Paso, Texas 79901 before 2:00 p.m., **Tuesday, February 13, 2007** to be opened at the County Purchasing Office the same date for **Consultation and/or Actuarial Services of Health & Dental Benefits for El Paso County.**

**Proposals must be in a sealed envelope and marked:**

**“Proposals to be opened February 13, 2007**

**Consultation and/or Actuarial Services of Health & Dental Benefits for El Paso County  
RFP Number 07-005”**

**Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Friday, January 26, 2007, at 12:00 p.m. Questions can be faxed to (915)-546-8180.**

Award will be made based on a review of qualifications, scope of services and price. **COMMISSIONER’S COURT RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND WAIVE TECHNICALITIES.** Only proposals that conform to specifications will be considered. Successful Proposer shall not order items or services until a Purchasing Order is received from the County Purchasing Office. Payment will not be made on items delivered without an Agreement.

If the proposal totals more than \$100,000.00, the bidder shall furnish a certified cashier’s check made payable to the County of El Paso or a good and sufficient bid bond in the amount of 5% of the total contract price, executed with a surety company authorized to do business in the State of Texas. The certified cashiers check must be included with the proposal at the time of the opening.

In order to remain active on the El Paso County Vendor list, each Vendor receiving this proposal must respond in some form. Vendors submitting a proposal must meet or exceed all specifications herein. Vendors submitting a no proposal must submit their reason in writing to the El Paso County Purchasing Department.

**PITI VASQUEZ**  
County Purchasing Agent

# PROPOSAL SCHEDULE

To: El Paso County, Texas

I or we agree to furnish the following described equipment, supplies, or services for the prices shown in accordance with specifications listed below or attached. By execution of this proposal, I hereby represent and warrant to El Paso County that I have read and understood the Proposal Documents and the Contract Documents and this proposal is made in accordance with the Proposal Documents.

Please quote prices and discounts on the following items:

F. O. B. El Paso County

<p><b>Description – RFP #07-005</b> <b>Consultation and/or Actuarial Services of Health &amp; Dental Benefits for El Paso County</b></p> <p>Vendor must meet or exceed specifications</p>
<p>Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. <b>Please submit one (1) original and five (5) duplicates of your proposal.</b></p>

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
CIQ Confirmation Number

\_\_\_\_\_  
CIQ Sent Date

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

\_\_\_\_\_  
Telephone & Fax Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**COUNTY OF EL PASO, TEXAS**

**Check List**

**Consultation and/or Actuarial Services of Health & Dental Benefits for  
El Paso County  
RFP #07-005**

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**THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE**

\_\_\_\_\_ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Tuesday, February 13, 2007. Did you visit our website ([www.epcounty.com](http://www.epcounty.com)) for any addendums?

\_\_\_\_\_ Did you sign the Bidding Schedule?

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

\_\_\_\_\_ Did you sign the “Consideration of Insurance Benefits” form?

\_\_\_\_\_ Did you file a copy of the completed Conflict of Interest Questionnaire (Form CIQ) with the El Paso County Clerk (in person or by mail to 500 E. San Antonio, Suite 105, El Paso, TX 79901 or by fax to 915-546-2012 attention Joann) and write the confirmation number given as proof of filing on your bidding schedule? Please include the completed and signed form with your response whether a relationship exists or not.

\_\_\_\_\_ If your bid totals more than \$100,000, did you include a bid bond?

\_\_\_\_\_ Did you provide one original and five (5) copies of your response?

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# **Consultation and/or Actuarial Services of Health & Dental Benefits For El Paso County**

## **Proposal Number 07-005**

### **I. General Information**

#### **A. Purpose**

The purpose of this request for proposal is to solicit and select an independent benefits consultant (hereinafter referred to as Consultant) to advise the County of El Paso (hereinafter referred to as COEP) for employee health and welfare benefits management and act as its representative as needed with third party providers and other parties. The Consultant shall evaluate and recommend the most advantageous options for benefit plans or placement of insurance coverage including but not limited to the terms and conditions of coverage, continuity and cost. In addition, the Consultant must be capable of providing a full range of value-added services, including but not limited to, those outlined in the Scope of Services section.

#### **B. County Background Information**

The County of El Paso (COEP) is recognized as a public employer that provides its employees with a positive work environment and a competitive wage and benefits package which includes a self-funded medical and dental program, Texas County and District Retirement System (TCDRS) retirement program, and third party provider of life, vision, long term disability insurances, and 457 deferred compensation plans. We believe a competitive benefits package allows COEP to attract and retain the best talent available within the public sector. It is important for COEP to continue this tradition by offering a competitive benefits package to our employees at the best cost to COEP and our employees.

### **II. Scope of Services – Employee Benefits Consulting**

#### **A. Expectations**

The services detailed below are expected to be provided by the Consultant. Actual work will be directed by COEP and may involve other consulting services pertaining to health and welfare benefits that are not listed below.

1. Conduct strategic planning meetings to establish goals, priorities and identify areas of concern for all benefit programs.
2. Financial underwriting and claims analysis for self-funded medical and

dental plan, including renewal analysis and negotiations, budget projections, funding levels and alternatives, large claims analysis and reporting of the plan's financial performance. Provide appropriate actuarial cost analysis of the current El Paso County Health and Dental Benefit Plan. Provide cost impact analysis as benefit changes are anticipated or recommended. Calculate, with the County, the appropriate employee funding and premium requirements, as well as case specific trend factors and reserve calculations.

3. Evaluate medical and dental plan design in light of industry trends and labor market conditions, claims cost trends, alternative delivery systems and legal requirements. Evaluate eligibility, cost-sharing and benefits structure and network savings.
4. Discuss cost containment alternatives to help control current and future plan costs in conjunction with the rate review. Review plan documents for content and legal requirements.
5. Prepare Requests for Proposals for insurance services of other employee benefit programs (i.e. vision, life, etc.); analyze and make appropriate recommendations.
6. Participate in meetings as determined by the County's management.
7. Apprise COEP of local and national trends and innovative ideas, and recommend new products, programs and services to ensure a competitive benefits plan.
8. Review and analyze claims experience data, claims service, efficiency and accuracy of claims administration to ensure that COEP is receiving optimum service and benefits from all carriers and vendors. Annually review insurance carriers contracts and third party administrators contract to assure the most cost effective provider utilization. Review specific stop loss limits
9. Review on-going employee communications program, including a review of booklets, announcement materials and benefits statements.
10. Manage carrier/vendor relationships, review and advise on master contracts, review carrier service levels and compare to performance guarantees, resolve administrative issues, conduct periodic meetings as necessary.
11. Assist in COBRA, HIPAA, DOL, and other regulatory compliance and reporting to include Summary Plan Descriptions and other Plan Documents.

12. Act as a technical resource and provide periodic updates on legislative developments and emerging trends.
13. Conduct claim audit of the Third Party Administrator (TPA) to include medical claim payment functions and to evaluate the performance of the third party claims administrator.
14. Provide Risk Pool Board Member orientation and training regarding their role and duties as well as a pertinent orientation covering auditing, legal, personnel, TPA and continuing education requirements.

#### B. Proposer Qualifications

1. The proposer must have experience in providing assistance to Public Institutions in the area of Health Care Benefits for Public Employees. It is recommended that the proposer have qualified and experienced personnel and submit the qualifications of personnel which will be assisting the County in the activity requested in this proposal.

### III. Proposal Instructions

**ALL PROPOSALS SUBMITTED BY THE CONSULTANT MUST BE PRESENTED IN THE FORMAT PROVIDED BELOW AND MUST CLEARLY SHOW CONSULTANT'S RESPONSE IN THE APPROPRIATE DESIGNATED SECTION. FAILURE TO FOLLOW THIS DIRECTIVE WILL CAUSE YOUR PROPOSAL TO BE DEEMED UNRESPONSIVE AND IT WILL BE REJECTED FROM ANY FURTHER CONSIDERATION.**

Consultant should submit one (1) original and five (5) copies of the proposal and one electronic version of the proposal. In the event multiple proposals are received from the Consultant, Consultant will be asked to select one proposal for consideration and the others will be returned to Consultant.

**All proposals must include the following requested information in the appropriate sections as defined below:**

#### **Introduction**

1. Company Information
2. Name of the proposed firm and name of the representative submitting the proposal. Include all contact information.

3. Provide an overview of your firm and its ownership/organizational structure, philosophy/culture and number of employees.
4. Describe, if applicable, how your firm is legally and/or functionally tied to any insurer, broker or provider of service and how that relationship may influence your ability to provide Consultant services to COEP.
5. Identify members of your staff that would be assigned to this contract and provide as summary of their qualifications, percentage of their time you anticipate they would be dedicating to this contract and their availability to travel to COEP and/or other field locations.

### **Company Expertise/Experience**

**Describe your firm's expertise in each of the following areas:**

6. Health, Dental, Life, Vision, and LTD products
7. Benchmarking
8. Actuarial/Underwriting
9. Research and Technical Services
10. Benefits Administration
11. Benefits Communication

### **Marketplace Position**

12. Describe your firm's marketplace leverage in negotiating with carriers in regards to rates, policy terms and plan design.
13. Describe your view of the role of a Consultant in this type of relationship and what differentiates your firm from other consulting firms.
14. Identify a minimum of three (3) other accounts similar in size to the COEP as a reference for your service and provide contact information.

### **Vendor Selection Process**

15. Describe how your firm would handle the review, selection and recommendation of insurance carriers and other service providers for COEP.

16. Describe your firm's consulting approach for bidding and selecting the most appropriate health plan alternative.

### **Description of Consultant Services and Ability**

17. Describe the process your firm utilizes to manage and administer a benefit package of our size throughout a contract.

18. What strategy does your firm utilize to manage and forecast a benefit package over a 2-3 year period?

19. Describe all services your firm will offer COEP

20. What type of performance measures would your firm use to evaluate customer service and COEP employee satisfaction? Are you willing to provide performance guarantees to COEP for your services?

21. Describe your procedure for dealing with employee inquiries.

22. Do you offer assistance with claims and/or coverage questions?

23. Describe the action that would be taken, the support provided, and the personnel who would be involved in investigating and settling a disputed claim.

### **Compensation and Fee Structure**

24. Provide a description of the compensation structure proposed by the Consulting firm. The description shall include all bases for remuneration proposed by the firm, i.e., commission, fee, other. Consultant shall completely disclose all rates, commissions, fees and other expenses for a total proposal price.

25. Describe all available fee structures offered by your firm; including travel charges and any other cost that may be passed on to COEP.

### **IV. Overview of Current Insurance Programs**

Attachment A is provided as Consultant information only. This is a general overview of COEP current employee benefits program. This information is to be used in the preparation of your proposal only. See Attachment A – COEP Benefit Booklets.



## **V. Evaluation Criteria**

The proposal received will be evaluated based on the following criteria to determine each Consultant's qualifications. The order does not indicate relative ranking.

1. Demonstration of competence, technical expertise, experience in employee benefits, insurance placement and Human Resources.
2. Demonstrated record of responsiveness and quality of customer service on this type of account.
3. Both the Consultant's capabilities and the experience of individual team members assigned to the COEP account will be considered.
4. Availability to travel as needed.
5. Rates, fees or charges including the level of detail provided in the firm's fee information, as well as the willingness of the firm to offer flexible fee arrangements.
6. Consultant's awareness and ability to provide timely, accurate communication of emerging trends, opportunities, regulatory updates and liabilities to clients.
7. Consultant's ability to provide a broad spectrum of consulting services, including, but not limited to actuarial, claims administration, alternative funding arrangements.
8. Responsiveness of the Consultant's proposal to the RFP, including clarity and organization of response, clear presentation of Consultant's experience and approach to ensuring the needs of COEP are fully met.
9. Questions and responses will also be distributed to all companies or organizations who were sent a copy of these specifications from the County. No reference will be made as to the source of the questions.

## **VI. Final Evaluation and Selection**

Based on a review of the written response, COEP will select a short list of candidates who will be asked to make an oral presentation to be arranged at a mutually convenient time at COEP's office in El Paso, Texas. This presentation is expected to confirm proposal representations; supplement information obtained through the proposal process and give COEP the opportunity to meet the individuals who would be assigned to our accounts. An agenda of items we

wish to be addressed during this meeting will be forwarded to the final candidates prior to the meeting.

Each selected finalist will be evaluated with consideration given to how they best meet the needs of COEP and the basis of capabilities described in their written proposal and oral presentation. The organization that best matches COEP's objectives will be selected.

**VII. Proposal Timetable**

The timetable below sets forth the expected due dates for each event regarding this RFP process and our selection of the successful Consultant.

Questions due to COEP	January 26, 2007
Proposals due to COEP	February 13, 2007
Finalist Selection	March 2, 2007
Finalists Oral Presentation	Week of March 12, 2007
Final Selection and Award	April 2, 2007

**VIII. General Contract Conditions**

Term/Option to Extend the Term of the Contract

1. The initial term of the contract will be for a period of three years. This contract is renewable at the prices listed for two additional one year periods, at the option of the County, by the County giving written preliminary notice of the County's intent to renew at least 30 days prior to the end of any contract period. Any such extensions are subject to availability of funds provided and approved by Commissioners' Court. A preliminary notice shall not be deemed to commit the County to any renewal.

Contractor's Status

2. The successful proposer(s), if any, will be awarded a contract as an independent contractor and not as an agent or employee of the County. The contractor shall furnish, deliver, and perform all work, services, supplies, personnel, and resources necessary or incident for performing the work as defined in this solicitation.

### The Offer

3. Standard form, Invitation to Submit Proposal, is being used by the County as a request for proposals and upon submission by the offeror becomes the offeror's proposal. As such it is an "offer" which can be accepted by the County and awarded by Purchase Order or separate contract document. The offer and acceptance (via Purchase Order or other contract document) form the contract.

### Cancellation of Contract

4. The County reserves the right to cancel this contract, at any time during the term of the contract, without cause. Notice of any such cancellation will be made in writing at least 30 calendar days prior to the effective date of cancellation to the vendor's last legal address on file with the County. It is the responsibility of the vendor to inform the County of any change of legal address.

### Processing of Invoices/Contract Manager

5. Payment shall be made to the contractor only for services rendered and/or goods received. Original invoices should be hand delivered or mailed to the following Contract Manager:

Mr. Robert M. Almanzán,  
Human Resources Director  
County Courthouse Suite 302  
500 E. San Antonio Ave.  
El Paso, Texas 79901

Payment shall be made no earlier than 30 days after receipt of invoice unless earlier payment is approved by the County.

### Assignment

6. The County's commitment, upon award of this proposal, will be with the successful proposer(s) only. This contract is not assignable without the expressed written permission of the County. All requests for assignment shall be submitted to the Purchasing Agent.

### Legal Responsibility

7. All proposals must meet all applicable Texas State laws. The Proposer attests to the fact, supported by legal or contractual opinion, that its services meet the qualifications associated with the Proposal and the Proposer will contract with the Commissioners' Court and the El Paso County Risk Pool Board in accordance with the proposal. The governing law shall be the law of the State of Texas and venue shall lie in El Paso County, Texas.

### Deviations

8. If the proposer does not permit full contract compliance with the specifications, the closest alternative should be quoted and the deviations specifically itemized in a separate addendum.

The County accepts no financial responsibility for costs incurred by any offeror in responding to these specifications.

All responses to these specifications will be public once awarded by the County Commissioners Court.

Non-responsive proposals will not be considered. If offeror will not be preparing a proposal, please indicate the reason in a letter of declination.

### Financial Requirement

9. No company proposing itself as, or proposed to be, qualified to provide requested services under this proposal or any part of it, if it does not have the financial resources to perform on a timely basis will not be considered. The mere fact that such company has entered into financial reassurance, obtained performance bonds or taken any other action to unburden itself of financial liabilities will not relieve it of satisfying the aforementioned performance requirements.

### Fee Guarantee

10. Proposals are anticipated to provide a maximum contract fee guarantee. However, the County reserves the right to accept a guarantee of less than the maximum fee if it is in the County's best interest.

### Other representation and Compensation

11. During the term of the agreement, since the Consultant will assist the County in evaluating, negotiating, and contracting for those services, Consultant will be prohibited from bidding or representing any other vendor

who bids on County health and benefit products and services. Further, Consultant will not directly or indirectly receive any compensation (including any rebate, commission, fees, etc.) from any insurer, broker, service provider or any other person relating to the County's health and benefit products or services.

**IX. Census Data**

See Attached Chart – Health Benefits Census

**X. Plan Documents**

Plan Documents can be downloaded from our website using the following link:  
<http://www.co.el-paso.tx.us/purchasing/bids/default.html>

ACTIVE EMPLOYEES	CORE PLAN			BUY UP PLAN		
	NUMBER OF PARTICIPANTS	EMPLOYEE PREMIUM*	COUNTY CONTRIBUTION*	NUMBER OF PARTICIPANTS	EMPLOYEE PREMIUM*	COUNTY CONTRIBUTION*
EMPLOYEE HEALTH AND DENTAL	225	15.00	130.91	250	31.15	127.12
DEPUTY HEALTH	168	15.00	121.68	171	31.15	117.89
EMPLOYEE & SPOUSE HEALTH	2	124.34	158.25	6	152.84	154.46
EMPLOYEE & CHILD HEALTH	16	102.47	152.78	20	128.50	148.99
EMPLOYEE & FAMILY HEALTH				2	298.88	187.26
EMPLOYEE & SPOUSE DENTAL	15	24.23	130.91	13	40.38	127.12
EMPLOYEE & CHILD DENTAL	9	33.45	130.91	8	49.60	127.12
EMPLOYEE & FAMILY DENTAL	12	42.68	130.91	11	58.83	127.12
EMPLOYEE & SPOUSE HEALTH AND DENTAL	8	133.57	158.25	17	162.07	154.46
EMPLOYEE & SPOUSE HEALTH AND EMPLOYEE & CHILD DENTAL						
EMPLOYEE & SPOUSE HEALTH AND EMPLOYEE AND FAMILY DENTAL				2	180.52	154.46
EMPLOYEE & CHILD HEALTH AND DENTAL	9	120.92	152.78	29	146.95	148.99
EMPLOYEE & CHILD HEALTH AND EMPLOYEE & SPOUSE DENTAL						
EMPLOYEE & CHILD HEALTH AND EMPLOYEE AND FAMILY DENTAL	2	130.15	152.78	4	156.18	148.99
EMPLOYEE & FAMILY HEALTH AND DENTAL	4	283.24	191.04	8	326.56	187.26
EMPLOYEE & FAMILY HEALTH AND EMPLOYEE & SPOUSE DENTAL				1	308.11	187.26
EMPLOYEE & FAMILY HEALTH AND EMPLOYEE & CHILD DENTAL						
125 EMPLOYEE HEALTH AND DENTAL	113	15.00	130.91	218	31.15	127.12
125 DEPUTY HEALTH AND DENTAL	36	15.00	121.68	66	31.15	117.89
125 EMPLOYEE & SPOUSE HEALTH	3	124.34	158.25	9	152.84	154.46
125 EMPLOYEE & CHILD HEALTH	8	102.47	152.78	34	128.50	148.99
125 EMPLOYEE & FAMILY HEALTH	3	255.56	191.04	8	298.88	187.26
125 EMPLOYEE & SPOUSE DENTAL	4	24.23	130.91	9	40.38	127.12
125 EMPLOYEE & CHILD DENTAL	7	33.45	130.91	12	49.60	127.12
125 EMPLOYEE & FAMILY DENTAL	4	42.68	130.91	9	58.83	127.12
125 EMPLOYEE & SPOUSE HEALTH AND DENTAL	4	133.57	158.25	51	162.07	154.46
125 EMPLOYEE & SPOUSE AND EMPLOYEE AND CHILD DENTAL						
125 EMPLOYEE & SPOUSE HEALTH AND EMPLOYEE AND FAMILY DENTAL	1	152.02	158.25	3	180.52	154.46
125 EMPLOYEE & CHILD HEALTH AND DENTAL	15	120.92	152.78	59	146.95	148.99
125 EMPLOYEE & CHILD HEALTH AND EMPLOYEE & SPOUSE DENTAL			152.78	1	137.73	148.99
125 EMPLOYEE & CHILD HEALTH AND EMPLOYEE AND FAMILY DENTAL	5	130.15	152.78	15	156.18	148.99
125 EMPLOYEE & FAMILY HEALTH AND DENTAL	6	283.24	191.04	27	326.56	187.26
125 EMPLOYEE & FAMILY HEALTH AND EMPLOYEE & SPOUSE DENTAL				2	308.11	187.26
125 EMPLOYEE & FAMILY HEALTH AND EMPLOYEE & CHILD DENTAL						
DEPUTY HEALTH EMPLOYEE & SPOUSE HEALTH	16	124.34	149.02	24	152.84	145.23
DEPUTY HEALTH EMPLOYEE & CHILD HEALTH	29	102.47	143.55	70	128.50	139.76
DEPUTY HEALTH EMPLOYEE & FAMILY HEALTH	12	255.56	181.81	14	298.88	178.03
125 DEPUTY HEALTH EMPLOYEE & SPOUSE HEALTH	2	124.34	149.02	25	152.84	145.23
125 DEPUTY HEALTH EMPLOYEE & CHILD HEALTH	11	102.47	143.55	62	128.50	139.76
125 DEPUTY HEALTH EMPLOYEE & FAMILY HEALTH	7	255.56	181.81	31	298.88	178.03
	<u>756</u>			<u>1,291</u>		

COBRA		MONTHLY
EMPLOYEE MEDICAL ONLY	5	302.06
EMPLOYEE DENTAL ONLY	4	20.39
EMPLOYEE HEALTH AND DENTAL	5	322.45
EMPLOYEE AND SPOUSE DENTAL	1	40.78
EMPLOYEE AND CHILDREN HEALTH	1	543.71
EMPLOYEE AND SPOUSE HEALTH		
EMPLOYEE & FAMILY HEALTH AND EMPLOYEE AND SPOUSE DENTAL		
EMPLOYEE & FAMILY HEALTH		
CHILDREN HEALTH		
EMPLOYEE & CHILD DENTAL		
EMPLOYEE & FAMILY DENTAL	1	81.56
EMPLOYEE HEALTH AND CHILD DENTAL	2	363.23
	<u>19</u>	

RETIREES		MONTHLY	MONTHLY		MONTHLY	MONTHLY
RETIREE HEALTH	4	406.66	406.66	16	480.19	406.66
RETIREE HEALTH/MEDICARE	7	203.33	203.33	43	240.09	203.33
SPOUSE HEALTH						
SPOUSE HEALTH/MEDICARE				9	240.09	203.33
CHILD HEALTH						
FAMILY HEALTH						
RETIREE AND SPOUSE HEALTH	1	813.32	813.32	2	960.38	813.32
RETIREE AND SPOUSE/MEDICARE				1	720.28	609.99
RETIREE AND CHILD HEALTH				1	864.34	731.99
RETIREE HEALTH/MEDICARE AND CHILD HEALTH	1	528.66	528.66			
RETIREE AND FAMILY HEALTH						
RETIREE HEALTH/MEDICARE AND FAMILY HEALTH						
RETIREE HEALTH/MEDICARE AND SPOUSE HEALTH	1	609.99	609.99	2	720.28	609.99
RETIREE HEALTH/MEDICARE AND SPOUSE/MEDICARE HEALTH				<u>16</u>	480.19	406.66
	<u>14</u>			<u>90</u>		

## COUNTY OF EL PASO, TEXAS

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

Instructions for the certifications:

#### General Requirements

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

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

#### 1. LOBBYING

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

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

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

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



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

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

A. The applicant certifies that it and its principals:

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

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

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

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

## 2. DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 ec seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary

for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
\*All four (4) pages of this document must be included in all responses.

# COUNTY OF EL PASO PURCHASING DEPARTMENT

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COUNTY COURTHOUSE, 500 EAST SAN ANTONIO,  
ROOM PU500, EL PASO, TEXAS 79901  
(915) 546-2048, FAX: (915) 546-8180

PITI VASQUEZ, PURCHASING AGENT  
JOSE LOPEZ, JR. ASST. PURCHASING AGENT  
CLAUDIA SEPULVEDA, BID CLERK/BUYER

## BIDDING CONDITIONS

This is the only approved instruction for use on your invitation to bid. Items below apply to and become a part of the terms and conditions of the bid.

1. BY SUBMITTING A BID, EACH BIDDER AGREES TO WAIVE ANY AND ALL CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY OF EL PASO, AND ITS OFFICERS, AGENTS AND EMPLOYEES, ARISING OUT OF OR IN CONNECTION WITH: THE DOCUMENTS, PROCEDURES, ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID; THE WAIVER BY EL PASO COUNTY OF ANY REQUIREMENTS UNDER THE BID DOCUMENTS OR THE CONTRACT DOCUMENTS; THE ACCEPTANCE OR REJECTION OF ANY BIDS; AND THE AWARD OF THE CONTRACT.
2. Bids must be in the Purchasing Department **BEFORE** the hour and date specified. Faxed bids will not be accepted.
3. Late bids properly identified will be returned to bidder unopened. Late bids will not be considered under any circumstances.
4. All bids are for new equipment or merchandise unless otherwise specified.
5. Quotes F.O.B. destination. If otherwise, show exact cost to deliver.
6. Bid unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.
7. Bids must give full firm name and address of bidder. Failure to manually sign bid will disqualify it. Person signing should show title or authority to bind his firm in a contract.
8. No substitutions or cancellations permitted without written approval of County Purchasing Agent.
9. The County reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to the lowest responsible bidder. The County of El Paso reserves the right to award by item or by total bid. Prices should be itemized.
10. Bids \$100,000.00 and over, the bidder shall furnish a certified cashiers check made payable to the County of El Paso or a good and sufficient bid bond in the amount of 5% of the total contract prices and execute with a surety company authorized to do business in the State of Texas. The bid bond must be included with the bid at the time of the opening.
11. This is a quotation inquiry only and implies no obligation of the part of the County of El Paso.
12. The County of El Paso reserves the right to reject any proposal due to failure of performance on deliveries. The County Purchasing Agent will justify this.
13. Brand names are for descriptive purposes only, not restrictive.
14. The County of El Paso is an Equal Opportunity Employer.

15. Any proposal sent via express mail or overnight delivery service must have the proposal number and title clearly marked on the outside of the express mail or overnight delivery service envelope or package. Failure to clearly identify your proposal may be cause for disqualification.
16. PURSUANT TO TEXAS GOVERNMENT CODE SECTION 2253.021, A PRIME CONTRACTOR WHO IS AWARDED A PUBLIC WORKS CONSTRUCTION CONTRACT SHALL, PRIOR TO BEGINNING THE WORK, EXECUTE TO THE COUNTY:
  - 1) A PERFORMANCE BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$100,000; AND
  - 2) A PAYMENT BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$25,000.
17. PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 262.032(b), ANY SUCCESSFUL BIDDER WHO IS AWARDED ANY CONTRACT IN EXCESS OF \$50,000 MAY BE REQUIRED TO EXECUTE A PERFORMANCE BOND TO THE COUNTY. SAID BOND SHALL BE IN THE FULL AMOUNT OF THE CONTRACT AND MUST BE FURNISHED WITHIN 30 DAYS AFTER THE DATE A PURCHASE ORDER IS ISSUED OR THE CONTRACT IS SIGNED AND PRIOR TO COMMENCEMENT OF THE ACTUAL WORK. ANY PERFORMANCE BOND REQUIRED PURSUANT TO THIS SECTION SHALL BE NOTED IN THE ATTACHED DETAILED BID SPECIFICATIONS OR SCOPE OF WORK. THIS SECTION DOES NOT APPLY TO A PERFORMANCE BOND REQUIRED BY CHAPTER 2253, TEXAS GOVERNMENT CODE.
18. "Beginning January 1, 2006, in order to implement HB 914 (adding new Local Government Code Chapter 176), ALL VENDORS MUST SUBMIT A CONFLICT OF INTEREST QUESTIONNAIRE (Form CIQ) disclosing its affiliations and business relationships with the County's Officers (County Judge and Commissioners Court) as well as the County employees and contractors who make recommendations for the expenditure of County funds. The names of the County Officers and of the County employees and contractors making recommendations to the County Officers on this contract are listed in the Specifications.

THE CONFLICT OF INTEREST QUESTIONNAIRE MUST BE FILED WITH THE COUNTY CLERK AND A COPY OR PROOF OF FILING MUST BE ATTACHED TO THE BIDDER'S RESPONSE SUBMITTED TO THE PURCHASING DEPARTMENT.

Bidders should be aware that this bidding condition is not intended to cover or to advise you about all situations in which Local Government Code Chapter 176 would require you to file a Form CIQ. You should consult your private attorney with regard to the application of this law and your compliance requirements. Failure to comply is punishable as a Class C misdemeanor.

**NOTICE:**

ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE EL PASO COUNTY PURCHASING DEPARTMENT. **THE EL PASO COUNTY CODE OF ETHICS PROHIBITS ALL PRIVATE COMMUNICATION BETWEEN VENDORS AND CERTAIN COUNTY OFFICIALS AND EMPLOYEES AS DESCRIBED BELOW:**

No vendor, its representative, agent, or employee shall engage in private communication with a member of the El Paso County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

# Health Insurance Benefits Provided By Bidder

## Consideration of Health Insurance Benefits\*

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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**El Paso County may consider provision of health insurance benefits as part of the overall "best value" determination.** Failure to provide health insurance benefits will not disqualify you from participating in this bid selection process.

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
\* This page must be included in all responses.



**COUNTY OF EL PASO**  
County Purchasing Department  
500 East San Antonio, Suite PU500  
El Paso, Texas 79901  
(915) 546-2048  
(915) 546-8180 Fax

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RE: RFP #07-005, Consultation and/or Actuarial Services of Health & Dental Benefits for El Paso County

Dear Vendor:

As of January 1, 2006, 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. A copy of the requirements regarding vendors is attached. Also attached is a copy of the Questionnaire which needs to be filed and was prepared and approved for statewide use by the Texas Ethics Commission.

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 Anthony Cobos  
Commissioner Luis C. Sariñana  
Commissioner Veronica Escobar  
Commissioner Miguel Teran  
Commissioner Dan Haggerty

County Employees: Piti Vasquez, Purchasing Agent  
Jose Lopez, Jr., Assistant Purchasing Agent  
Claudia Sepulveda, Bid Clerk/Buyer  
Robert Almanzan, Human Resources Director  
Liza Calderon  
Wallace Hardgrove, Budget and Financial Manager  
Ralph Mitchell, Assistant Chief

Larry Romero, Risk Pool Board  
Letty Paez, Risk Pool Board  
Ricardo Diaz, Risk Pool Board

Please note that the state law requires that the Questionnaire be filed with the **COUNTY CLERK** no later than **the 7<sup>th</sup> business day after submitting an application, response to an RFP, RFQ or bid** or any other writing related to a potential agreement with the County. Failure to file the questionnaire within the time provided by the statute is a Class C misdemeanor



**Tex. Local Gov't Code § 176.006 (2005)**

§ 176.006. Disclosure Requirements for Vendors and Other Persons; Questionnaire

(a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire with the appropriate records administrator not later than the seventh business day after the date that the person:

(1) begins contract discussions or negotiations with the local governmental entity; or

(2) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the local governmental entity.

(b) The commission shall adopt a conflict of interest questionnaire for use under this section that requires disclosure of a person's affiliations or business relationships that might cause a conflict of interest with a local governmental entity.

(c) The questionnaire adopted under Subsection (b) must require, for the local governmental entity with respect to which the questionnaire is filed, that the person filing the questionnaire:

(1) describe each affiliation or business relationship the person has with each local government officer of the local governmental entity;

(2) identify each affiliation or business relationship described by Subdivision (1) with respect to which the local government officer receives, or is likely to receive, taxable income from the person filing the questionnaire;

(3) identify each affiliation or business relationship described by Subdivision (1) with respect to which the person filing the questionnaire receives, or is likely to receive, taxable income that:

(A) is received from, or at the direction of, a local government officer of the local governmental entity; and

(B) is not received from the local governmental entity;

(4) describe each affiliation or business relationship with a corporation or other business entity with respect to which a local government officer of the local governmental entity:

(A) serves as an officer or director; or

(B) holds an ownership interest of 10 percent or more;

(5) describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to the expenditure of money;

(6) describe each affiliation or business relationship with a person who:

(A) is a local government officer; and

(B) appoints or employs a local government officer of the local governmental entity that is the subject of the questionnaire; and

(7) describe any other affiliation or business relationship that might cause a conflict of interest.

(d) A person described by Subsection (a) shall file an updated completed questionnaire with the appropriate records administrator not later than:

(1) September 1 of each year in which an activity described by Subsection (a) is pending; and

(2) the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

(e) A person is not required to file an updated completed questionnaire under Subsection (d)(1) in a year if the person has filed a questionnaire under Subsection (c) or (d)(2) on or after June 1, but before September 1, of that year.

(f) A person commits an offense if the person violates this section. An offense under this subsection is a Class C misdemeanor.

(g) It is a defense to prosecution under Subsection (f) that the person filed the required questionnaire not later than the seventh business day after the date the person received notice of the violation.

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**Tex. Local Gov't Code § 176.001 (2005)**

§ 176.001. Definitions

In this chapter:

(1) "Commission" means the Texas Ethics Commission.

(2) "Family member" means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573, Government Code.

(3) "Local governmental entity" means a county, municipality, school district, junior college district, or other political subdivision of this state or a local government corporation, board, commission, district, or authority to which a member is appointed by the commissioners court of a county, the mayor of a municipality, or the governing body of a municipality. The term does not include an association, corporation, or organization of governmental entities organized to provide to its members education, assistance, products, or services or to represent its members before the legislative, administrative, or judicial branches of the state or federal government.

(4) "Local government officer" means:

(A) a member of the governing body of a local governmental entity; or

(B) a director, superintendent, administrator, president, or other person designated as the executive officer of the local governmental entity.

(5) "Records administrator" means the director, county clerk, municipal secretary, superintendent, or other person responsible for maintaining the records of the local governmental entity.

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

### OFFICE USE ONLY

Date Received

**1** Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3**

Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

**4**

Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5

**Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each affiliation or business relationship.

6

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

\_\_\_\_\_  
Date