



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

Notice to Interested Parties

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 800 E. Overland, RM 300, El Paso, Texas 79901 before 2:00 p.m., Tuesday, August 19, 2014 to be opened at the County Purchasing Office the same date for Workers Compensation Third Party Administration & Cost Containment Services

**Proposals must be in a sealed envelope and marked:
"Proposals to be opened Tuesday, August 19, 2014
Workers Compensation Third Party Administration
& Cost Containment Services
RFP Number 14-038"**

Do not contact the requesting department. Any questions or additional information required by interested vendors must be e-mailed to: bidquestions@epcounty.com before Monday, August 11, 2014, at 12:00 p.m. Proposal number and title must be on the "Subject Line" of the e-mail. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.

Any changes in the specifications will be posted on the County website as an addendum. It shall be the proposer's responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted. Website: www.epcounty.com ;Bids and more.

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

In order to remain active on the El Paso County Vendor list, each Vendor receiving this proposal must respond in some form. Vendors submitting a proposal must meet or exceed all specifications herein.

KENNIE DOWNING
Purchasing Agent

El Paso County Code of Ethics Training Affidavit

(This form must be signed by an officer, principal, or individual authorized to bind the company under a contract with the County.)

IN COMPLIANCE WITH CHAPTER 161 OF THE TEXAS LOCAL GOVERNMENT CODE, ANY VENDOR INVOLVED IN A SINGLE PROCUREMENT EXCEEDING \$50,000 MUST COMPLETE THE ENCLOSED ETHICS TRAINING BEFORE SUBMITTING A BID OR PROPOSAL WITH THE COUNTY OF EL PASO.

Purpose: The stability of democracy depends upon the continuing consent of the governed, which in turn depends upon the trust the electorate holds for its government. The Ethics Commission of the County of El Paso, Texas, in concert with elected county officials, as well as leaders of the various county departments, recognizes the need to maintain the public trust and confidence in the workings of county government and thus adopts this Code of Ethics.

What is a vendor:

Any person or their representative or employee whose goods and services are purchased under the terms of a purchase order or contractual agreement with the county; and any other persons doing business with the County.

Procurement: In advising upon, discussing, recommending, and/or granting any County purchases, bids or contracts, County public servants shall inform themselves about their financial interests, and shall make a reasonable effort to inform themselves about the financial interest of their family members.

County public servants shall excuse themselves from exercising influence, participating in, discussing, recommending, and/or granting of any County purchases, bids, or contracts if they or a family member have a substantial financial interest.

Private Communication: No member of the El Paso County Commissioners Court, County Elected Officials/Department Heads or the El Paso County Hospital District Board of Managers shall permit any vendor, its lobbyists, representative, or employee to communicate with him privately regarding any procurement of items by the County or the Hospital District from the date that the bid, RFP, or RFQ is authorized or released, whichever is first. No private communication regarding the purchase shall be permitted by a member of the Commissioners Court, a county elected official/department head, or

El Paso County Code of Ethics Training Affidavit (continued)

the hospital district board of managers until the procurement process is complete and a purchase order is granted or a contract is entered into.

Members of the Commissioners Court, county elected officials/department heads and the board of managers shall make a reasonable effort to inform themselves regarding procurements and shall have a duty to inquire of vendors, their lobbyists, representatives, or employees, the nature of the private communication being sought prior to engaging in any communication.

This prohibition against private communication with vendors, their lobbyists, representatives, or employees shall apply to commissioners court approval of hospital district purchases.

I _____ am an officer, principal, or individual

(Full Name)

authorized to bind the company, known as

(Company name)

By reading and signing this document, I confirm that I have been trained in the County of El Paso's Code of Ethics regarding Vendors. I understand that any contact by myself or any representative of the company with a County of El Paso official or county employee, other than those shown on the RFP or bid documents shall cause the bid or proposal to be immediately disqualified from consideration of award.

Name _____

Title _____

Company Name _____

Address _____

Signature _____

Date _____



**EL PASO COUNTY PURCHASING DEPARTMENT
800 E. OVERLAND AVE., ROOM 300
EL PASO, TEXAS 79901
(915) 546-2048
FAX: (915) 546-8180**

Memorandum

To: All Vendors

Subject: County Purchasing New Vendor/Bid System & Online Vendor Registration

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

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

EL PASO COUNTY SIGNATURE PAGE

Description – RFP # 14-038 Workers Compensation Third Party Administration & Cost Containment Services Vendor must meet or exceed specifications
Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. Please submit one (1) original copy and five (5) CD or Flashdrive copies in Word/PDF Format of your proposal. Electronic copies must reflect the original hard copy.

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

Please quote prices and discounts on the following items:

F. O. B. El Paso County

Company

Mailing Address

Federal Tax Identification No.

City, State, Zip Code

DUNS Number (Applicable to Grant Funded Project)

Representative Name & Title

Telephone Number include area code

Signature

Fax Number include area code

Date

Email Address

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

Workers Compensation Third Party Administration & Cost Containment Services

RFP #14-038



**Opening Date
Tuesday, August 19, 2014**

A. PURPOSE AND BACKGROUND:

1. PURPOSE

The County of El Paso (County) is seeking a Third Party Administrator (Administrator or TPA) for its self-funded workers compensation program and Cost Containment Services (Contractor) to include pre-authorization services, medical bill review, and all other related service which falls under the Texas Administrative Code Subchapter, UTILIZATION REVIEWS FOR HEALTH CARE PROVIDED UNDER WORKERS' COMPENSATION INSURANCE COVERAGE, Rules 19.2001 through 19.2017.and Cost Containment Services for Workers Compensation.

Proposals may be submitted for providing:

- 1) Third Party Administrator services only,
- 2) Cost Containment Services only, or
- 3) Combined services in which the Third Party Administrator is the primary provider, and the cost containment company is a subcontractor of the TPA.

The County currently employs approximately 2,700 employees and averages approximately 195 claims per year comprising of 105 indemnity and 90 medical only claims. The selected company or companies will be expected to commence service on October 1, 2014 for three (3) years with the possibility of two (2) one-year extensions upon the mutual agreement of both parties. Any extensions granted are based solely on the County's discretion and judgment.

The County intends to enter into a contract with the selected company or companies for the services described above and in the Scope of Services section of this RFP. However, this intent does not commit the County to award a contract to any responding company or to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for any services. The County reserves the right, in its sole discretion, to accept or reject any proposal received as a result of this RFP if it is in the best interest of the County to do so.

2. BACKGROUND

El Paso County was created from Bexar District in 1849, organized in 1850, and incorporated in 1871. Parts of El Paso County were taken from Culberson County in 1911 and Hudspeth County in 1915. The County derived its name from being a well-known pass through the Rocky Mountains. It is the most western County in Texas, and is about equidistant from Houston, Texas, Los Angeles, California and Denver, Colorado. Bordered on the east side by Hudspeth County, El Paso County is just to the north of the International Boundary between the United States of America and the

Republic of Mexico, and touches Doña Ana County in New Mexico. The County is a strategic crossroads for continental north-south and east-west traffic. The County spans a geographic area of about 1,058 square miles.

The County is a political subdivision of the State of Texas. The governing body of the County is the elected five-member Commissioners Court in accordance with the Texas Constitution, Article 5, §18(b). The Commissioners Court consists of the County Judge, who is elected at large to a four-year term, and four County Commissioners, each elected to represent a precinct within the county for a four-year term. In all Texas counties, the County Judge presides over Commissioners court meetings. The County's budget year begins October 1st and ends September 30th.

As of 2013, "Demographics Now" estimated the County population at 846,175. The County's Current Active Employee population is 2,733.

B. QUALIFICATIONS FOR RESPONDING COMPANIES

1. The Administrator must have been in the business of providing Third Party Administration for Workers Compensation for a minimum of five (5) years' with knowledge and successful experience in the administration of Texas Workers' Compensation claims administration management and related services of self-insured public agency, municipality and/or other self-insured accounts. The Administrator must have a valid Texas Third Party Administrator (TPA) License and the ability to provide Workers Compensation TPA services in the State of Texas.
2. The Cost Containment contractor shall demonstrate three years of experience in handling worker's compensation cost containment activity and have the ability to provide services in the State of Texas.
3. Providers must be duly licensed in the State of Texas and comply with all applicable state insurance laws and requirements and/or duly constituted applicable insurance regulatory authorities.
4. The service provider must carry errors and omissions coverage with limits of liability of at least \$1,000,000 each occurrence and \$1,000,000 aggregate and furnish certificate(s) of insurance with the proposal.

C. DETAILED SCOPE OF SERVICES

1. CLAIMS ADMINISTRATION
 - a) Have a valid Texas Third Party Administrator (TPA) license.
 - b) A minimum of five (5) years' knowledge and successful experience in the administration of Texas Workers' Compensation claims administration management and related services of self-insured public agency, municipality and/or other self-insured accounts.
 - c) TPA shall provide accurate, timely and responsive administration of all Workers' Compensation claims filed by County employees.

- d) The County requires that the Administrator be in compliance with all federal and the Texas Department of Insurance, Division of Workers' Compensation Administrative laws, Labor Code, rules, policies, performance requirements, and advisories.
- e) The Administrator is responsible for timely response to Texas Administrative audits, legal notices, issues of non-compliance, interest due, etc. if such is required to fulfill an obligation. The County shall be advised and kept abreast of the above activities. The County requires notification, documentation, justification, and if appropriate, remedial actions be reported before any response is made on behalf of the County.
- f) The Administrator shall forward copies of all correspondence from any federal or Texas Administrative Office, Texas Department of Insurance (TDI) or Division of Worker's Compensation (DWC), within two (2) working days of receipt when the information references data calls, any type of violation or complaint submitted to DWC, claims set for hearings, assignment to independent review organization, medical fee or medical necessity dispute, performance based oversight, or other official memorandums advising the County of actions outside of customary claim procedures. The Administrator shall make recommendations for the County's compliance or recourse and prepare the response.
- g) On a quarterly basis, the Administrator shall inform County about new legislation, rules, landmark appeal or court decisions for indemnity and medical issues and advise of the potential impact to the County's workers' compensation program and how these may affect the handling of claims.
- h) The County shall have all right, title, interest, and ownership to all claim data, statistics, electronic media, and claim files, including managed care files, created as a result of the services to be provided by the TPA.
- i) The Administrator will prepare and submit IRS form 1099 for all vendors and mail the forms to vendors. The Administrator will prepare and submit IRS 1099 data in an approved electronic format no later than January 15th of each year to the County of El Paso Auditors.
- j) The Contract will include an indemnification provision to protect the County against errors or omissions committed by the TPA. The provision should also specify that the Administrator agrees to hold the County harmless and to indemnify the County for all losses arising out of any claims alleging an error or omission with respect to the services performed by the Administrator.
- k) Any duplicate payments or overpayments made due to the Administrator's oversight or negligence shall be the responsibility of the Administrator and the Administrator will reimburse the County for same, within 30 days.
- l) The Administrator will be available for claims reporting 365 days a year on a 24-hour basis and provide a toll-free telephone number.
- m) The Administrator will collaborate with County Risk Management Division, prior to the dispute of any claims.

- n) The Administrator will cooperate with the County's Risk Management Division, the County Attorney's Office, medical cost containment company, case management nurses, investigations, or any other organization designated by the County.
- o) Upon award, the chosen Administrator shall send notification to all employees with open claims and providers of services of the change in workers' compensation administration at no charge to the County. This notification shall include a statement indicating that all billing of County claims for all injuries subsequent to the Contract date should be submitted to the new administrator for processing.
- p) Administrator will be responsible for providing or working with the Cost Containment Contractor to provide the County with a comprehensive program design to contain the medical costs in the County's Workers' Compensation Program.

2. LITIGATION AND SUBROGATION

- a) Selection of Defense Counsel is at the sole discretion of the County.
- b) All defense counsel referrals require prior approval by the County of El Paso.
- c) Selection of Division of Workers' Compensation (DWC) legal representation is at the sole discretion of County.
- d) All requests for settlements must be pre-approved by the County of El Paso and are at the sole discretion of the County.
- e) The County must be copied on all litigation correspondence.
- f) An assignment of defense council does not eliminate the Claims Administrator's responsibility for prompt investigation, liability analysis, claim evaluation and disposition. Normal claims handling functions are not to be transferred to defense counsel subsequent to the initiation of litigation.
- g) Any legal bill will be submitted to the County for review and approval prior to payment.
- h) All claims must be investigated for potential third party recovery. Once a third party has been identified, the Claims Administrator shall notify the County advising of potential subrogation and recommending an approach to collection.
- i) Claims Administrator must copy the County on all correspondence regarding notice of lien rights on all aspects of the third party recovery.
- j) Any release of a claim shall be signed by the current County Judge.
- k) Any settlement negotiations on a third party recovery will be handled by the El Paso County Attorney's office.

- l) Subrogation recovery checks must be made payable to the County and delivered to the County's Risk Management Department.

3. COMMUNICATION

- a) Three-point contact within twenty-four (24) hours of receipt of claims is required on all lost time claims. The Claims Administrator will contact County's Risk Management Representative, the Employee and the Treating Physician and will document the information received in the claim file and computer notes.
- b) Claims Administrator will provide on-line Risk Management access to view claims notes, reserves, payments, etc.
- c) County of El Paso Risk Management Division will be the primary contact for all portions of the claims handling, and will be the primary interface with the individual employee and their department.
- d) Claims Adjuster/Examiner must attend all Hearings before the Division of Workers' Compensation (DWC) as requested by the County. The Claims Administrator and/or Adjuster/Examiner will attend other meetings and/or hearings as necessary if requested by the County.
- e) The Claims Administrator will promptly return all phone calls from the County injured workers within one (1) working day of receipt of call.
- f) The Claims Administrator staff will meet with the County at least once every six (6) months or as deemed necessary by the County for a claim review of lost time claims.

4. INFORMATION SYSTEM AND REPORTING

- a) The County of El Paso will require the following reporting services:
 - 1) Electronic data submission (EDI) in accordance with the Texas Department of Insurance, Division of Worker's Compensation standards and requirements.
 - 2) Convert and/or import existing data through September 30, 2014 from current TPA to establish a database of historical claims, payments, reserves, etc.
 - 3) TPA shall provide on-line access to view claim notes, payments, reserves, etc.
 - 4) TPA shall provide details on types of reports you offer with samples. We would prefer the ability to run our own reports on-line. Training, start up fees and user fees should be included in costs, if any.
 - 5) TPA shall provide monthly loss runs sorted by fiscal year, location and department in a summary and detail format as required by the County. Monthly loss run reports should include information such as but not limited to: Department, Name of injured employee; claim number, date of injury, dollar amount paid to date, reserves, total incurred.

- 6) In the same format as item listed above, the TPA shall provide a summary report to County of all open and closed claims on a monthly basis.
- 7) TPA shall provide Loss Control/Safety Reports by cause, type of injury and body part on a quarterly basis.
- 8) TPA shall provide financial summaries that include check registers every thirty (30) days, check register shall indicate all voided and cancelled checks.
- 9) TPA shall provide information needed to prepare County annual status reports and actuarial reports as required by the County.
- 10) On annual basis, Claims Administrator shall provide reports as required by the County for its actuaries.
- 11) TPA's claims software shall have the ability to export claim data into various Microsoft products, i.e., word, excel, power point.
- 12) TPA shall provide scheduled loss reports to be sent electronically to County upon request. These reports will include, but not limited to:
 - i. Detailed listing of open claims & closed claims.
 - ii. Summaries of all open and closed claims.
 - iii. Claims cost detail.
 - iv. Claims by department.
 - v. Claim trending.
 - vi. Financial reconciliation ledger.
- 13) TPA shall provide ISO claim search reporting.

5. MANDATORY MEDICARE/MEDICAID and SCHIP EXTENSION ACT of 2007

Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) (P.L.110-173) adds new mandatory reporting requirements for group health plan (GHP) arrangements and for Liability Insurance (including Self-Insurance), No-Fault Insurance, and Workers' Compensation. See 42 U.S.C. 1395y(b)(7) & (8).

- a) The County will require that the Administrator establish procedures to ensure compliance with the reporting requirements under this Act.

SCOPE OF SERVICES – COST CONTAINMENT SERVICES OVERSIGHT, REPRESENTATION AND REPORTING.

1. Cost Containment Contractor shall work with the Third Party Administrator to provide the County with a comprehensive program designed to contain the medical costs in the County's Workers' Compensation Program.
2. The contractor will submit and demonstrate that they are an acceptable trading partner in accordance with the Texas Worker's Compensation Act and in compliance with any and all regulatory requirements set forth in the Texas

Worker's Act. The contractor shall demonstrate three years of experience in handling worker's compensation cost containment activity.

3. The contractor shall provide all forms necessary for the efficient operation of the program; prepare and file all forms, documents and papers necessary to meet the requirements of the Texas Worker's Compensation Act. The contractor will provide monthly cost savings reports.

These services shall include, but are not limited to:

- a. Medical Bill Review
 - b. Hospital Bill Auditing
 - c. Pharmacy Bill Auditing
 - d. Pre-Authorization Services
 - e. Medical Peer-Review Services
 - f. Describe Pharmaceutical coverage and services, if any.
 - g. Provide compliance with Medicare reporting requirements
 - h. Provide monthly medical bill savings reports
 - i. Provide monthly provider utilization reports
 - j. Provide monthly pre-authorization reports
4. If cost containment services are subcontracted by the Third Party Administrator, The County reserves the right to approve the Medical Cost Containment Contractor.

FORMAT FOR PROPOSAL COSTS

- a) Each provider should furnish complete details of its proposed fees for each service offered.
- b) Please include a summary, which outlines the competitive advantages of your proposal.
- c) All proposed fees must be guaranteed for at least three years.
- d) Provide a fixed cost per claim as well as a flat rate cost for Workers' Compensation (identify separate rates for medical only and indemnity).
- e) Provide a not-to-exceed maximum annual fee for any and all workers' compensation
- f) Specify whether or not fees include your firm performing all of the necessary and required State filings.

- g) Indicate the types of allocated claims expenses which are not included in your per claim cost.
- h) Quote a flat fee for handling of pending workers' compensation claims.
- i) Advise specifically as to how and at what cost you would handle the County's claim "runoff" in the event of a discontinuance of your services.

Third Party Administrator Questionnaire

(Bidders responding to the Third Party Administrator portion of this RFP shall provide responses to the items below on a separate sheet of paper).

1. Provide a brief history of your organization including an overview on the ownership and local structure of your company. Please include an organizational chart showing the contemplated service team along with resumes of all service team members.
2. Providers must submit a list of Texas counties for whom they are currently providing services.
3. Provide at least three references including agency name, address, contact name and phone number or e-mail of in which the TPA is currently providing similar services. References will be contacted as part of the evaluation process.
4. The location of your offices and hours staffed, number of professional staff members, attorneys, claim adjusters, etc. Provide the names of principal owners, partners or officers.
5. Provide local El Paso office location or advise if a local El Paso office or onsite representative will be provided if awarded the bid.
6. Indicate who is primarily responsible for the management and supervision of the County account. This individual should be at least an account manager level (whose duties are primarily the supervision of claim files). The account manager and the names of any adjusters and/or examiners assigned to the handling of County files should also be included with an indication of education, experience, licenses, length of service, languages spoken/written, and area of expertise. Any additional personnel to be involved in the County claims handling at a later date should have a resume submitted for prior consultation with the County. Resumes should include a summary of education, experience, licenses and languages spoken/written.
7. Minimum qualifications for personnel handling worker's compensation claims for the County should be five (5) years.
8. Advise as to the average and maximum number of files claims adjusters and/or examining personnel must handle at the office assigned to handle County claims.
9. Advise as to whether or not the designated claims personnel on the County account will also be involved in on-site investigation and other outside claims adjusting functions. If so, provide some detail as to when and who would perform

these outside functions and the time frame expected.

10. Advise how frequently your diary system allows claims supervisory personnel to review open claims.
11. Describe if you have a formal program for managing lawsuits and litigation expense.
12. Do you use a formal claims procedure and performance manual and, if so, provide a sample.
13. Each Proposal shall include samples of the types of statistical data and loss reports they will provide monthly.
14. Advise of any employee loss control training programs that would be provided to the County.
15. TPA shall provide details on types of reports you offer with samples. We would prefer the ability to run our own reports on-line. Training, start up fees and user fees should be included in costs, if any.

D. PROPOSAL SUBMISSION

1. Submit One (1) original response on paper and five (5) electronic copies (CD/DVD/Flashdrive) in PDF/Word Format to the County of El Paso Purchasing Agent office, 800 E. Overland Rm. 300, El Paso, Texas 79901
 - a) Typed responses on standard 8 ½ x 11 paper, not to exceed 25 pages by Tuesday, August 19, 2014 at 2:00 P.M. local time. All proposals shall be submitted in a sealed envelope, clearly marked to indicate that it is in response to County of El Paso RFP #14-038 for Workers Compensation Third Party Administration and/or Cost Containment Services. Proposals in the form of emails, email attachments, telephone calls, facsimiles will not be accepted.
 - b) Proposals for Third Party Administrator Only – Proposer shall submit responses to the Third Party Administrator Questionnaire and the items requested in Attachment "A" of this RFP as the main source of evaluation for the Proposal. Along with the Proposal pages, Proposals should include a description of additional claims and support services and/or risk management services that proposer offers and wants to propose in a written presentation form. All proposers are encouraged to include any other information that they feel will enhance their opportunities to be awarded a Contract.
 - c) Proposals for Cost Containment Services Only – Proposer shall submit responses to items listed in Attachment "A" of this RFP
 - d) Proposals for Third Party Administrator and Cost Containment Services - Proposer shall submit company background information, staff resumes, and separate cost proposals for each service. Responses to the Third Party Administrator Questionnaire and the items requested in Attachment "A" shall also be submitted.

E. PROPOSAL FORMAT

1. COVER PAGE

- a) Each proposal must have the County's Proposal Signature Form as the cover page.

2. LETTER OF TRANSMITTAL

- a) A Letter of Transmittal must accompany each proposal. The Letter of Transmittal must be on official business letterhead and:
 - 1) identify the applicant organization and contact person.
 - 2) identify the name and title of the person authorized by the organization to contractually obligate the organization.
 - 3) identify the legal status of the submitting organization (proprietorship, corporation, non/for-profit, etc.).
 - 4) identify the name, title, telephone, email and FAX number of the person to be contacted for clarification
 - 5) explicitly indicate acceptance of all requirements of the RFP
 - 6) A statement that the cost proposal is valid for 6 months or until awarded by Commissioners Court.
 - 7) The proposer acknowledges receipt of any and all amendments to this RFP.
 - 8) The letter shall be signed by an official authorized to bind the Third Party Administrator (Authorized Officer) in any contract with the County.

3. TABLE OF CONTENTS

- a) Immediately following the letter of transmittal, the applicant is required to provide a Table of Contents that identifies all subsequent sections and pages.

b) QUALIFICATIONS

Provide number of years in business and a copy of required licenses.

c) DETAILED SCOPE OF SERVICES

- 1) Claims administration
- 2) Litigations and subrogation
- 3) Communication
- 4) Information system and reporting

5) Mandatory medicare/medicaid and schip extension act of 2007

6) Cost containment

7) Proposal costs

d) REQUIRED ATTACHMENTS

1) Third Party Administrator Questionnaire, if proposing

2) Attachment A

3) El Paso County Ethics Training Affidavit Form

F. EVALUATION CRITERIA

The County will review proposals and determine those that are responsive. The County does not obligate itself to accept the lowest cost proposal. The County reserves the right to accept or reject any or all proposals, waive minor irregularities and choose the proposal which is most advantageous to the County. In evaluating qualified proposals the following consideration will be taken into account for award recommendations:

Criteria	Total Possible Points
1. Cost of Services and other Fees.	25
2. Qualifications and experience of the vendor.	20
3. Technical competence and management plan.	20
4. Experience and references with other Government Agencies	10
5. Proposers capability to provide services requested	25
TOTAL POINTS:	100

General Provisions County of El Paso, Texas

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

1. PROPOSAL PACKAGE

- a. The request for proposal, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all considered part of the proposal package. Proposals must be submitted on the forms provided by the County, including the proposal sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the proposal sheet/contract page (s) may disqualify the proposal from being considered by Commissioners’ Court. Any individual signing on behalf of the proposer expressly affirms that he or she is duly authorized to tender this proposal and to sign the proposal sheet/contract under the terms and conditions in this proposal. Proposer further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners’ Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the proposal. Changes must also be made to any electronic copies submitted. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each proposer is required to thoroughly review this entire proposal packet to familiarize themselves with the proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with the County.
- b. **Proposal must be in the Purchasing Department BEFORE the hour and date specified. Faxed or e-mailed proposals will not be accepted. Late proposals will not be considered under any circumstances.**
- c. Any proposal sent via express mail or overnight delivery must have the RFP number and title clearly marked on the outside of the envelope or package. Failure to clearly identify your proposal may be cause for disqualification.

2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, proposers are to direct all communications regarding this proposal to the El Paso County Purchasing Agent or assigned designee, unless otherwise specifically noted.

An authorized person from the submitting firm must sign all proposals. The signature acknowledges that the proposer has read the proposal documents thoroughly before submitting a proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications.

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

3. PROPOSER’S RESPONSIBILITY

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

- Have been in business of providing services for a minimum of 5 years;
- Have adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Proposal;
- Have satisfactory record of performance;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.

4. REJECTION OF PROPOSALS

The County, acting through its Commissioners' Court reserves the right to: (1) reject any and all proposals and waive any informality in the proposals received; (2) disregard the proposal of any proposer determined to be not responsible. 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.

5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or proposal procedures must be received in the Purchasing Department no less than seventy-two hours prior to the time set for proposal opening. Vendors are to propose as specified herein or propose an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that the County of El Paso is seeking.

Under Local Gov't Code Section 262.005 and Health & Safety Code Section 361.426, the County is required to give preference to products made of recycled materials if they meet specs. The County is also required to encourage the use of recycled products in developing new procedures and specs. They are also required to eliminate procedures and specifications that explicitly discriminate against products made of recycled materials.

6. SUBSTITUTES

It is not the County's intent to discriminate against any material of equal merit to those specified however, should the proposer desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued.

7. EXCEPTIONS TO PROPOSAL

The proposer will list on a separate sheet of paper any exceptions to the conditions of the proposal. This sheet will be labeled, "Exceptions to Proposal Conditions", and will be attached to the proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

The Proposer must specify in its proposal any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the proposal and should indicate its possible or actual advantage to the program being offered.

The County reserved the right to offer these alternatives to other proposers.

8. PRICING

Proposals for equipment shall offer new (unused) equipment or merchandise unless otherwise specified. Quotes F.O.B. destination. If otherwise, show exact cost to deliver (merchandise only). Proposal will be either lump sum or unit prices as shown on the proposal sheet. The net price will be delivered to the El Paso County, including all freight or shipping charges. In case of error in extension, unit prices shall govern. RFP subject to unlimited price increases will not be accepted. The County is tax exempt and no taxes should be included in your proposal.

Unless prices and all information requested are complete, proposal may be disregarded and given no consideration.

In case of default by the contractor, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

9. TAX EXEMPTION

Pursuant to Section 151.309 of the Texas Tax Code, El Paso County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151.

10. MODIFICATION OF PROPOSALS

A proposer may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by proposer guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same. No substitutions or cancellations for merchandise will be permitted without written approval of the County Purchasing Agent.

11. SIGNATURE OF PROPOSALS

Each proposal shall give the complete mailing address of the Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each proposal shall include the Proposer's Federal Employer Identification Number (FEIN), Failure to sign the Contract page(s) and proposal

response sheet will disqualify the proposal from being considered by the County. The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to render the proposal and to sign the proposal sheets and contract under the terms and conditions of this RFP and to bind the Proposer thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioner's Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

12. AWARD OF BID/PROPOSALS-EVALUTATION CRITERIA AND FACTORS

Pursuant to the Texas Local Government Code

Bids shall be awarded to the responsible bidder that submits the lowest and best bid.

Proposals will be made to the responsible proposer 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. The prices proposed will be considered firm and cannot be altered after the submission deadline. **The proposed cost to the County will be considered firm, unless the County invokes its right to request a best and final offer and cannot be altered after the submission deadline.**

The County reserves the right to reject any or all proposals in whole or in part received by reason of this RFP and may discontinue its efforts under this RFP for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County. County reserves the right to accept or reject all or any part of the proposal, waive minor technicalities, or to award by item or by total proposal. Price should be itemized.

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

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

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the schedule of the Requests for Proposals.

13. PUBLIC INFORMATION ACT

The parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. Proposer agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its bid. County agrees to provide notice to Proposer in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret.

14. RESULTANT CONTRACT

The resultant contract shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions,

the drawings, proposal package, any addenda issued, and any change orders issued during the work.

The criteria utilized for determining responsibility of proposer(s) includes, but is not limited to, the proposer's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County to determine whether a proposer is responsible. The term of the resultant contract will begin as stated in the contract executed by the Commissioners' Court and will terminate on the date specified in the contract unless terminated earlier as herein set forth.

15. ESTIMATED QUANTITIES

Any reference to quantities shown in the Request for Proposals are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

16. CONTRACTOR INVESTIGATION

Before submitting a proposal, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

17. NO COMMITMENT BY COUNTY

This Request for Proposal does not commit the County to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies.

18. BEST AND FINAL OFFERS

In acceptance of proposals, the County reserves the right to negotiate further with one or more of the contractors as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County. This includes solicitations of a Best and Final Offer from one or more of the proposers. If invoked, it allows acceptable proposers the opportunity to amend, change or supplement their original proposal. Proposers may be contacted in writing requesting that they submit their best and final offer. Any such best and final offer must include discussed and negotiated changes.

19. SINGLE PROPOSAL RESPONSE

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

20. REJECTION/DISQUALIFICATION OF PROPOSALS

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

- A. Failure to use the proposal form(s) furnished by the County, if applicable.
- B. Lack of signature by an authorized representative that can legally bind the company on the proposal form.
- C. Failure to properly complete the proposal.
- D. Proposals that do not meet the mandatory requirements.
- E. Evidence of collusion among proposers.

21. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this proposal, a written notice of such revision will be posted on the County Purchasing website. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is posted on the County Purchasing website. It shall be Proposer's responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted.

22. PROPOSAL IDEAS AND CONCEPTS

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

23. BID/PROPOSAL DISCLOSURES

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

The Proposal for Services: The names of those who submitted proposals will not be made public information until an award is made by Commissioners' Court and contract executed by the parties. No price, staffing or other proposal information will be released. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a proposal was received. Violations of this provision may result in the rejection of a proposal.

24. WITHDRAWAL OF PROPOSAL

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

25. INDEMNIFICATION

- A. The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against El Paso County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensations a sum of money reasonably sufficient to liquidate any and all such lawful claims.

- B. Pursuant to Texas Local Government Code Section 262.032(b), any successful bidder who is awarded any contract in excess of \$50,000 may be required to execute a performance bond to the County. Said bond shall be in the full amount of the contract and must be furnished within 30 days after the date a purchase order is issued or the contract is signed and prior to commencement of the actual work. A performance bond required pursuant to this section shall be noted in the attached detailed bid specifications or scope of work. This section does not apply to a performance bond required by Chapter 2253, Texas Government Code.

26. **PROOF OF INSURANCE**

Successful proposer agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services limits of not less than the following sums:

INSURANCE REQUIREMENTS FOR CONSTRUCTION AND OTHER SERVICES PROVIDED TO THE COUNTY OF EL PASO

GENERAL LIABILITY:

\$1,000,000 – Each Occurrence
\$1,000,000 – General Aggregate
\$1,000,000 – Personal & Advertising Injury
\$1,000,000 – Products/Completed Operations – Aggregate
\$5,000 – Premises Medical Expense
\$500,000 – Fire Legal Damage Liability
County named as “Additional Insured”
Waiver of Subrogation

AUTOMOBILE:

\$1,000,000 – Each Occurrence
County named as “Additional Insured”
Waiver of Subrogation

WORKERS COMPENSATION:

\$1,000,000 – Employers Liability – Each Accident
\$1,000,000 – Employers Liability – Each Employee
\$1,000,000 – Employers Liability – Disease – Policy Limit
Statutory Limits
Waiver of Subrogation

CONSTRUCTION PROJECTS additional requirements:

Builders Risk Policy for total amount of completed project
Bid Bond
Performance & Payment Bond

PROFESSIONAL SERVICES additional requirements:

Limit of \$1,000,000 for E&O/Professional Insurance.

Successful proposer shall carry in full force Workers’ Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful proposer. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to the County.

Insurance is to be placed with insurers having a Best rating of no less than A. The Proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity. The County agrees to provide Proposer with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Proposer.

In no event shall the County be liable for any damage to or destruction of any property belonging to the Proposer.

El Paso County shall be listed as the additional insured on policy certificates and shall be notified of changes to the policy during the contractual period.

27. Conflict of Interest Disclosure Reporting

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Conflict of Interest Questionnaire (CIQ Form), the vendor or person’s affiliation or business relationship that might cause a conflict of interest with a local government entity. A list of County employees that will award the bid and

make recommendations for award are included in this bid. By law, this questionnaire must be filed with the County Clerk of El Paso County, Texas. If no conflict of interest exists, write “N/A” or “None” in Box 3 of the CIQ Form. For Bidder’s convenience, a blank CIQ Form is enclosed with this bid. Blank CIQ Forms may also be obtained by visiting the Purchasing Department website at: <http://epcounty.com/purchasing/bids/default.htm>

28. NON-COLLUSION AFFIDAVIT

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

Non negotiations, decisions, or cautions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Request for Proposal.

No officer or employee of the County, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking, shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County contracts for this service.

29. SOVEREIGN IMMUNITY

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

30. MERGERS, ACQUISITIONS

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

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

1. Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
2. New Proposer’s Federal Identification Number (FEIN); and
3. New Proposer’s proposed operating plans.

Moreover, Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition. The New Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval.

31. DELAYS

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Proposer agrees it will make no claim for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Proposer attributed to these delays, should any occur. In addition, Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

32. ACCURACY OF DATA

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

33. SUBCONTRACTING/ASSIGNMENT

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

34. INDEPENDENT CONTRACTOR

Proposer expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Proposer or its subcontractors perform in providing the requirements stated in the Request for Proposal.

35. MONITORING PERFORMANCE

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

The County of El Paso is an equal opportunity employer.

36. PROCUREMENT ETHICS

CODE OF ETHICS TRAINING AFFIDAVIT FORM

El Paso County Code of Ethics Training Requirement for Vendors:

Any vendor involved in a single procurement exceeding \$50,000 must read and sign the El Paso County Code of Ethics Training Affidavit that is included in each bid packet. By reading and signing the Affidavit form, the bidder has confirmed that they have been trained in the El Paso County Code of Ethics. The training must be completed by an officer, principal, or other person with the authority to bind the company.

Optional On-Line Training: As an alternative to reading and completing the El Paso County Code of Ethics Training Affidavit, in compliance with Section 161 of the Texas Local Government Code, the training on the El Paso County Code of Ethics is accessible in an online format to Vendors and Lobbyists on an ongoing basis, subject only to limitations due to technical resources.

The optional On-Line Training may be accessed and completed at:

http://www.epcounty.com/ethicscom/trainingvendor_files/frame.htm

If completed on-line, the training receipt should be printed out and included with the BID/RFP/RFQ/RFI.

COUNTY OF EL PASO, TEXAS

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

Instructions for the certifications:

General Requirements

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

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

1. LOBBYING

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

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

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

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

1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

2. DRUG-FREE WORKPLACE

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

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

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

(b) Establishing an on-going drug free awareness program to inform employees about:
(1) The dangers of drug abuse in the workplace;
(2) The applicant's policy of maintaining a drug free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

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

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

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

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

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

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

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

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

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

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

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

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

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

HEALTH INSURANCE BENEFITS QUESTIONNAIRE

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

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

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

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

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

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

Business Name

Date

* Name of Authorized Representative

Signature of Authorized Representative

* This page must be included in all responses.



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

RE: RFP #14-038, Workers Compensation Third Party Administration & Cost Containment Services

Dear Vendor:

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

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

County Officers: County Judge Veronica Escobar
Commissioner Carlos Leon
Commissioner Sergio Lewis
Commissioner Vicente Perez
Commissioner – Patrick Abeln

County Employees: Kennie Downing, Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Peter Gutierrez, Buyer II
Elvia Contreras, Formal Bid Buyer
Araceli Hernandez, Inventory Bid Technician
Lucy Balderama, Inventory Bid Technician
Edward Dion, County Auditor
Wallace Hardgrove, Budget & Financial Manager
Josie Brostrom, Assistant County Attorney
Rebecca Quinn, Assistant County Attorney
Michael Martinez, Contract Admin. Manager
Claudia Duran, Assist. Contract Manager
Betsy Keller, Director of Human Resources
Melissa Carrillo, Assistant Director Human Resources
Wally Hardgrove, First Assistant County Auditor
Sam Trujillo, Risk Manager Ruben
Kathy Amparan, Workers Comp Specialist
Ruben Duarte, Assistant County Auditor
Kevin Mc Cary, Assistant County Attorney

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 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 knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

RFP # 14-038

1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the filer of the questionnaire?

Yes No

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

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local Government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

**COUNTY OF EL PASO, TEXAS
Check List**

**Workers Compensation Third
Party Administration & Cost
Containment Services
RFP #14-038**

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Tuesday, August 19, 2014. Did you visit our website (www.epcounty.com) for any addendums?

_____ Did you sign the Proposal Signature Page?

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

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

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

_____ Did you provide one original and five (5) CD or Flashdrive copies in Word/PDF Format of your response? Electronic copies must reflect original hard copy.