



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

Notice to Interested Parties

Proposals for The Food Operation Services for the Sportspark will be received via email to Andres Chavez at **andchavez@epcounty.com** before 2:00 p.m., Friday August 26, 2016.

A site visit can be scheduled by contacting Eric Storrie at **estorrie@epcounty.com**. Vendors will meet at the Sportspark located at 1780 N. Zaragosa, El Paso, Texas 79936, and proceed to Ascarate Golf Course Restaurant, 6900 Delta Drive, El Paso, Texas 79905.

Proposals must be properly titled: Food Operation Services For the Sportspark

Do not contact the requesting department. Any questions or additional information required by interested vendors must be e-mailed to andchavez@epcounty.com before Friday, August 26, 2016, at 12:00 p.m. Proposal 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 proposal 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.

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 us at (915)546-2048.

EL PASO COUNTY SIGNATURE PAGE

Food Operation Services for Sportspark Vendor must meet or exceed specifications	
Percentage Revenue for the County	%
The County is open to other payment options; include all proposed options and a draft contract.	
Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items	

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*****

Food Operation Services for the Sportspark



**Opening Date
Friday August 26, 2016**

PROJECT OVERVIEW:

The County of El Paso (County) is seeking a provider “Provider” or “responder” to enter into a services contract for catering and food services for the County Sportspark and Golf Course facilities.

The term of the agreement will for a period of three (3) years with two (2) annual extension options, not to exceed five (5) total years; however, the selected provider shall offer beverages (soft drinks, juice, water, etc) of their choice for the first year of the contract, and on a year-to-year basis thereafter, as the County may enter into an exclusive beverage pouring rights contract with a beverage company to work with the successful Provider.

The County reserves the right to award a contract to one or more providers that represent the best economic and qualitative returns.

Proposer may elect to propose on one, or both food services locations in their proposal.

SITE VISIT/CONFERENCE:

A site visit can be scheduled by contacting Eric Storrie at **estorrie@epcounty.com**. Vendors will meet at the Sportspark located at 1780 N. Zaragosa, El Paso, Texas 79936, and proceeding to Ascarate Golf Course Restaurant, 6900 Delta Drive, El Paso, Texas 79905

PROVIDER MINIMUM REQUIREMENTS:

The Provider must have been in the business of providing Food services and professional catering services for events and facilities, and selling alcoholic beverages for the period of two (2) years.

The Provider must be licensed to do business in Texas.

OPTIONAL: – The provider will have option to sell alcohol on locations if preferred.

If The Provider must be licensed to sell in the state of Texas

FOOD SERVICES OPERATIONS (SCOPE OF WORK):

The County currently sells and/or promotes food and beverage services through the following operations:

- a) Sportspark, 1780 N. Zaragoza, El Paso, TX 79936

Hours of Operation: weekend/tournament play only *6:00 am- end of play

Current kitchen equipment available:

Café:

One(1) Vulcan kitchen oven
Two (2) Hobart kitchen mixer
Fourteen (14) shelving units
One (1) storage rack
Five (5) stainless steel table
One(1) ice maker
One(1) Southbend oven
One(1) American Range grill
One(1) Castle grill
Two (2) True refrigerators
Two (2) POS machines

Newly Constructed Restaurant:

Six (6) POS machines
Two (2) Beverage dispenser
Two (2) beverage dispenser base
Two (2) 3-compartment sink
Two (2) coffee machine
Two (2) reach-in freezer
Two (2) ice maker
Three (3) beer dispenser
Three (3) walk-in freezer
Two (2) pizza oven
One (1) cold station
Four (4) stainless steel table
One (1) double reach-in oven
One (1) small table top oven
One (1) deep fryer
One (1) counter-top pizza warmer
One(1) table top warmer
One(1) stainless steel Hood
Three (3) popcorn machine
One (1) hot dog roller
One (1) microwave

b) Ascarate Golf Course Restaurant, 6900 Delta Dr, El Paso, TX 79905

Hours of Operation: 6:00 am-6:00 pm

Current kitchen equipment available:

- Two (2) stainless steel tables
- One (1) Wareever 3-compartment sink
- One (1) Arctic walk-in freezer
- One (1) Perlick two-door beer dispenser
- One (1) LaCoste personal hand washing sink
- One (1) Manitowoc ice dispenser
- One (1) POS machine

POPULATION/PARTICIPATION DATA:

The Sports Park plays host to baseball, softball and t-ball tournaments which hosts 220,000 persons annually.

The Golf Course hosts numerous golf tournaments with up to 150+ attendees, university, community college, and First Tee golf classes, as well as daily use.

1. The successful provider shall provide all labor, supplies, materials, food, alcohol, and catering services to the Sportspark and Gold Course as needed by the County for the term of the contract, including extensions.
2. The provider shall offer beverages (soft drinks, juice, water, etc) of their choice for the first year of the contract, and on a year-to-year basis thereafter. It is estimated in Year 2 of this contract, the County will create an exclusive beverage pouring rights contract with a Beverage Company. After the pouring rights contract is signed, the successful provider shall work with the pouring rights vendor to sell only their beverage products at County facilities.
3. The provider will be responsible for hiring and training of its personnel. All personnel responsible for serving alcoholic beverages should hold a current Texas Alcoholic Beverage Commission (TABC) certification.
4. The provider shall provide uniforms and all office equipment for the proposed operation.
5. The provider shall provide their own Point of Sale (POS) cashiering system. A monthly report shall be submitted to the El Paso County Auditor's office regarding monthly gross sales, and the percentage to be paid to the County. The Provider may also use the County's existing cashiering system if they so choose.
6. If the provider is not able to provide a food product requested by the County, the County reserves the right to purchase the product from an alternative source.
7. In the event a special event promoter wants control of food and beverage options, the Provider shall include all applicable buy-out options.

8. In the event that the County seeks to bring a major, national, or international event to a listed location, and the event sponsor wants a profit sharing model for catering or food services, the provider will work with the County to provide options to support a profit sharing model for the designated event.
9. Food – In the proposal, the provider shall offer:
 - a) A proposed menu for each location.
 - b) Retail prices for each food and beverage item to be sold.
10. Healthy Food Offered as an option - The County of El Paso is committed to supporting healthy lifestyles by fostering a culture of proper nutrition and physical activity, which are fundamental in the reduction of chronic disease. The County of El Paso is particularly concerned with the impact that overweight and obesity have on people's health; especially because the borderland region faces a higher propensity and cases of diabetes as well as high cholesterol and high blood pressure. Part of the solution to preventing and reducing such diseases is providing an environment that supports healthy eating.

As such, the Provider must offer:

- One (1) healthy beverage option for every two (2) beverages offered; and
- One (1) healthy food option for every two (2) food items offered.

Healthy food options must meet the nutritional standards below:

Snacks:

- No more than 200 calories per item as offered (per package).
- No more than 35% calories from fat (which would be no more than 7 grams of fat for a 200 calorie snack, for example) with the exception of packages that contain 100% nuts or seeds; snack mixes that contain components other than nuts and seeds must have no more than 35% of calories from fat;
- No more than 10% calories from saturated fat (which would be no more than 2 grams of saturated fat for a 200 calorie snack, for example) with the exception of packages that contain 100% nuts or seeds; snack mixes that contain components other than nuts and seeds must have no more than 10% of calories from saturated fat;

- 0 grams trans fat;
- No more than 35% of calories from total sugars and a maximum of no more than 10 grams of total sugars in the product, with the exception of fruits and vegetables that do not contain added sweeteners or fats; and with the exception of yogurt that contains no more than 30 grams of total sugars per 8-ounce container (and adjust proportionally for smaller containers);
- No more than 200 mg of sodium per item as offered (per package/container);
- The food item contains at least two of the following: 1) a quarter cup of fruit, non-fried vegetable, fat-free/low-fat dairy, or 2) 1 oz. of nuts or seeds or 1 Tbsp. of nut butter, or 3) at least 50% of the grain ingredients are whole grain (determined by the product having whole grain as the first ingredient, from the manufacturer, or if the product has a whole grain claim), or 4) at least 10% of the Daily Value of a naturally occurring nutrient of public health concern (calcium, potassium, vitamin D, or fiber).
- Sugarless chewing gum can be sold without having to meet the above nutrition standards.

Entrees:

- No more than 400 calories per item as offered (per package);
- No more than 35% calories from fat (which would be no more than 15 grams of fat for a 400 calorie item, for example);
- No more than 10% calories from saturated fat (which would be no more than 4 grams saturated fat for a 400 calorie entrée-type item, for example);
- 0 grams *trans* fat;
- No more than 35% of calories from total sugars and a maximum of no more than 15 grams of total sugars in the item;
- No more than 480 mg of sodium per item as offered; and
- The food item contains at least two of the following: 1) a quarter cup of fruit, non-fried vegetable, fat-free/low-fat dairy, or 2) 1 oz. of nuts or seeds or 1 Tbsp. of nut butter, or 3) at least 50% of the grain ingredients are

whole grain (determined by the product having whole grain as the first ingredient, from the manufacturer, or if the product has a whole grain claim), or 4) at least 10% of the Daily Value of a naturally occurring nutrient of public health concern (calcium, potassium, vitamin D, or fiber).

Beverages:

- Water, including carbonated water (no added caloric sweeteners);
- Coffee or tea with no added caloric sweeteners (if condiments are provided, sugars and sugar substitutes may be provided and milk/creamer products, such as whole or 2% milk, that have less fat than cream);
- Fat-free or 1% low-fat dairy milk or calcium- and vitamin-D-fortified soymilk with less than 200 calories per container;
- 100% fruit juice or fruit juice combined with water or carbonated water (limited to a maximum of 12-ounce container; no added caloric sweeteners);
- 100% vegetable juice (limited to a maximum of 12-ounce container, no added caloric sweeteners, and ≤ 200 milligrams of sodium per container); and
- Low-calorie beverages that are ≤ 40 calories per container.

Requirements:

- Healthy foods that meet nutrition standards should be priced competitively (e.g., at or below) to similar items that do not meet the nutrition standards.
- Product Placement/Marketing- Beverages that meet healthy nutrition standards should be as or more visible than similar items that do not meet the nutrition standards (for example, they should be closer to eye level).
- All pre-packaged products that do not meet the nutritional standards must be offered in regular-sized serving containers (e.g. no king/big gulp Slurpee's, etc) and must not exceed 450 calories.
- All entrée items that do not meet the nutritional standards must not exceed 800 calories per serving.

Catering:

1. The provider shall provide options for full service catering at the following locations:
 - a) Ascarate Golf Course Restaurant (capacity: 100)

- b) Sportspark (capacity: based on event setup and location)
- 2. Full service catering shall include, but not limited to the following:
 - a) providing a full course meal (salad/soup, main dish, dessert)
 - b) non-alcoholic beverage
 - c) dessert (stand-alone option)
 - d) coffee and water service
 - e) alcohol service at event request
- 3. Provider shall staff waiters and waitresses to serve guests
- 4. Table decoration and settings (linens)
- 5. Appropriate utensils, plates, glasses, coffee cups
- 6. Provide catering manager to work with events on customizing menu options:
 - a) The County provides fixed furniture and has 6’/8’ plastic folding tables and 5’ rounds for use to food services provider.

REVENUE TO THE COUNTY:

It is anticipated that the provider shall pay to the County a percentage of revenue received from all food services sales, special event catering, and buy-out options. However, the County is open to other payment options; include all proposed options and a draft contract in your proposal. Proposals will be discussed in negotiations with the successful provider.

The provider shall make their cashiering data available for review by the El Paso County Auditor’s office within 8 days of request.

PROPOSAL FORMAT

The vendor's proposal shall include all of the following topics in the order listed below:

(Proposers must clearly state in the response if the provider cannot agree with certain provisions and must clearly identify the specific provisions to which it is not agreeable.)

Reference to handbooks or other technical documentation may be used to augment the response to an item but may not constitute the entire response. References to handbooks and technical documentation must include the paragraph and/or page number of the reference document. It is requested that brochures and bulky publications be separated from the written response.

A. COVER PAGE

Each proposal must have the County's Signature Page Form as the cover page.

B. LETTER OF TRANSMITTAL

A Letter of Transmittal must accompany each proposal. The Letter of Transmittal must be on official business letterhead, signed by the person authorized to bind the company in any contract with the County, and contain:

- identify the applicant organization and contact person;
- identify the name and title of the person authorized by the organization to contractually obligate the organization;
- identify the legal status of the submitting organization (proprietorship, corporation, non/for-profit, etc.);
- identify the name, title, telephone, email and FAX number of the person to be contacted for clarification;
- A statement that the cost proposal is valid for 120 days; and
- Acknowledge receipt of any and all amendments to this RFP.

C. TABLE OF CONTENTS

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

D. MINIMUM QUALIFICATIONS

Describe how your organization meets the minimum qualifications as described in this RFP.

E. FOOD PRODUCT SPECIFICATIONS

The proposal shall identify all foods, catering and standard menus, alcoholic beverages and other items sold or distributed by the provider, including all specifications that fully describe the portion size and packaging.

F. EQUIPMENT

The provider will be required to supply, install, service, and maintain all vending, cooking, display, and other equipment used to sell or display food services, at no cost to the County. A listing of the types of equipment and quantities must be included in the proposal.

The provider is responsible for any servers, computers, internet services, wifi, or other electronic infrastructure to do their business.

The County will assume no liability for damage to the equipment from fire, theft, vandalism, or other cause. The County, however, will use reasonable precautions to protect the supplier's equipment.

If any type of equipment provided by the successful supplier will not fit into existing areas, any modifications (i.e., new counters, etc.) will be made at the supplier's expense. Renovations must be approved in writing by the County.

Appearance of all equipment provided will be aesthetically appealing, as determined by the County.

G. EQUIPMENT MAINTENANCE REQUIREMENTS

The provider will include in the proposal a plan for regular maintenance of all equipment, including food and beverage, and the cleaning and cooking and kitchen equipment. The supplier will be responsible for reimbursing the County for loss of sales and/or additional costs incurred due to equipment breakdown or inability to meet delivery requirements as referenced in this RFP.

H. TRANSITION PLAN AT BEGINNING AND END OF CONTRACT

The provider shall describe a proposal transition plan from the date of award, with target and event timeframes for an assumed transition plan takeover of the food services operation.

I. CUSTOMER SERVICE and QUALITY CONTROL

The County is committed to exemplary service. The provider shall describe the service and quality control program proposed.

J. FOOD SERVICES PROGRAM MARKETING SUPPORT

The County recognizes the importance of timely and effective marketing to promote the sale of food at County facilities. These efforts are intended to support the sale of food at facilities through all distribution channels (i.e., food service, retail, athletic

facilities, etc.). The Provider's proposal shall include suggested strategies for the development and implementation of marketing initiatives.

K. COST OF PRODUCT

The Provider's proposal shall include cost information in which the customer pays. Include:

1. Cost to customers for food provided in public facilities (the general public)
2. A complete proposal should reflect proposed food menus, costs to consumer, products, supplies, equipment, and services.
3. The proposer may suggest any additional locations the proposer feels would benefit from an added food services presence.
4. Additionally, the cost proposal shall reflect normal, daily food and beverage purchased by consumers and special event menu options. The vendor shall provide rate-sheets for each.
5. As requested by the County, the provider shall host County special events on an as-needed basis, such as County Picnic, Children's Summer Camps, and golf tournaments for County employees. Cost for each event will be negotiated.

L. ACCOUNT REFERENCES

1. Provide a minimum of three (3) references in which the Provider is offering similar services as described in this RFP. Especially list any governmental agencies and/or accounts within the city and County of El Paso. Provide name, address, telephone number, email address of the primary contact, and the number of years of service for each account.
2. Provide a complete listing of all food services accounts operated by the Provider within the city and county of El Paso.

M. ACCOUNTS LOST

The Provider must include a list of all city and county accounts which were canceled or not renewed during the immediate past three (3) years. Provide the name, telephone number, and email address of the primary contact for the contract. Please include the years of service of the account(s).

N. VIABILITY

1. The Provider shall provide evidence of its financial ability to carry out the food services operation. All evidence under this requirement shall be sufficient to allow an adequate evaluation by the committee. The Provider shall provide a copy of its last two (2) years of audited financial statements and also a brief narrative supporting its financial viability.

2. Provide a disclosure of any judgments, including but not limited to pending or expected litigation or other real or potential financial reversals that might affect the viability or stability of the provider; or warrant that no such condition is known to exist.

3. DRAFT CONTRACT

The provider will submit a draft copy of their standard service contract with their proposal; the contract will be subject to negotiation with the County's Attorney's office.

[END OF PROPOSAL REQUIREMENTS]

TERMS AND CONDITIONS

EQUIPMENT, FIXTURES AND EXPENDABLES

The provider shall not remove any items owned by the County from the premises without first seeking written approval from County Officials.

The County shall not be legally responsible for loss or damage to equipment owned by the Provider or a Provider's representative and located on County premises.

The provider shall surrender to the County upon termination of the contract all equipment and furnishings owned by the County in good repair and condition considering normal wear and usage. Repairs and replacements caused by the provider's negligence or misuse shall be charged to the Provider for payment.

PRICING AFTER THE INITIAL CONTRACT YEAR

The initial three (3) year term may offer a fixed percentage to the County, or other option presented by the responder. Revenue to the County may be negotiated for each extension year as allowed in this RFP.

Menu prices to customers - The County recognizes that prices of goods and services of the provider may fluctuate from year to year. However, for each year of the contract, the Provider must propose and justify any price increases at least one-hundred twenty (120) days in advance of the succeeding contract period. The County reserves the right to approve or reject all price changes. In no event, except with County approval, will prices increase by more than the increase in the consumer price index (all items) for the previous twelve month period as published by the United States Department of Labor El Paso County area.

PUBLICITY

Provider shall not publish any comments or quotes by County employees, or include the County in either news releases or a published list of customers, without the prior written approval of the County.

SUBMISSION OF PROPOSAL

Proposals will be received until 2:00 p.m. Central Time on August 26, 2016 at the following :

Andres Chavez, Administrative Assistant

andchavez@epcounty.com

All proposals must be submitted and clearly marked with the **Food Operation Services for the Sportspark.**

ORAL PRESENTATIONS

Providers may be required to make oral presentations of their proposals during the review process.

QUALIFICATION SELECTION METHODOLOGY

A County appointed evaluation committee will perform a technical evaluation of submittals received as a result of the RFP. All submittals are to be complete. The County is under no obligation to contact applicants for clarification or incomplete information, but reserves the right to do so. Responders to this proposal will be evaluated and ranked by the evaluators. The contract will be awarded on the basis of the proposal that receives the highest cumulative point total as defined in the evaluation criteria.

CONTRACT NEGOTIATION

Due to the anticipated complexities of this contract relationship, the County will negotiate with the highest rated Provider for final terms and conditions, of any agreement. If the County is unable to reach contract terms with the highest rated responder, it will conclude negotiations and proceed to the next highest rated responder.

EVALUATION CRITERIA

Points

Total Economic Value

- | | |
|------------------------------|-----------|
| a) Product cost to customers | 15 |
| b) Revenue to the County | 15 |

Nutritional Value

20

- | | |
|---|--|
| a) Ability to meet/exceed the one for every two beverages and food items offered that meet the nutritional standards | |
| b) Ability to offer an array of beverage and food items that appeal to a variety of customers that meet the nutrition standards | |

Quality of the Program

20

- | | |
|---|--|
| a) Reliable, state-of-the-art equipment | |
| b) Ability to meet demand and delivery needs and plan for routine and emergency delivery, service, and maintenance. | |

Firm's Reputation and Stability **20**

- a) Company history
- b) Relevant experience, qualifications, and success with programs of this type
- c) Resources available
- d) Quality of references

Contract Administration, Communication, and Reporting Plan **10**

- a) Plan for successful program implementation and continuous performance
- b) Accurate, thorough, and user-friendly reporting tools and controls

TOTAL **100**

General Provisions County of El Paso, Texas

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

1. BID/PROPOSAL PACKAGE

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

2. COMPETITIVENESS AND INTEGRITY

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

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

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

3. BIDDERS'S/PROPOSER'S RESPONSIBILITY

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

- Have been in business of providing services for a minimum of one (1) years;
- Have adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Bid/Proposal;
- Have satisfactory record of performance;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.

4. REJECTION OF BIDS/PROPOSALS

The County, acting through its Commissioners' Court reserves the right to: (1) reject any and all bids/proposals and waive any informality in the bids/proposals received; (2) disregard the bid/proposal of any proposer determined to be not responsible. The County further reserves the right to reject any bid/proposal due to failure of performance on deliveries as determined in writing by the County Purchasing Agent.

5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

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

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

6. SUBSTITUTES

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

7. EXCEPTIONS TO BID/PROPOSAL

The proposer will list on a separate sheet of paper any exceptions to the conditions of the bid/proposal. This sheet will be labeled, "Exceptions to Bid/Proposal Conditions", and will be attached to the bid/proposal. If no exceptions are stated, it will be

understood that all general and specific conditions will be complied with, without exception.

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

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

8. PRICING

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

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

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

9. 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 BIDS/PROPOSALS

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

11. SIGNATURE OF BIDS/PROPOSALS

Each bid/proposal shall give the complete mailing address of the Bidder/Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each bid/proposal shall include the Bidder's/Proposer's Federal Employer Identification Number (FEIN), failure to sign the Contract page(s) and bid/proposal response sheet will disqualify the bid/proposal from being considered by the County. The person signing on behalf of the Bidder/Proposer expressly affirms that the person is duly authorized to render the bid/proposal and to sign the bid/proposal sheets and contract under the terms and conditions of this BID/RFP and to bind the Bidder/Proposer thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioner's Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

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.

Bid/Proposals will be made to the responsible proposer whose bid/proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Bid/Proposal. The prices proposed will be considered firm and cannot be altered after the submission deadline. **The proposed cost to the County will be considered firm, unless the County invokes its right to request a best and final offer and cannot be altered after the submission deadline.**

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

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

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

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

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. Bidder/Proposer agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its bid/proposal. County agrees to

provide notice to Bidder/Proposer in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret.

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

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

15. ESTIMATED QUANTITIES

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

16. CONTRACTOR INVESTIGATION

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

17. NO COMMITMENT BY COUNTY

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

18. BEST AND FINAL OFFERS

In acceptance proposals, the County reserves the right to negotiate further with one or more of the contractors as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County. This includes solicitations of a Best and Final Offer from one or more of the proposers. If invoked, it allows acceptable proposers the opportunity to amend, change or supplement

their original proposal. Proposers may be contacted in writing requesting that they submit their best and final offer. Any such best and final offer must include discussed and negotiated changes.

19. SINGLE BID/PROPOSAL RESPONSE

If only one (1) bid/proposal is received in response to the Request for Bids/Proposals, a detailed cost bid/proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost bid/proposal in order to determine if the price is fair and reasonable.

20. REJECTION/DISQUALIFICATION OF BIDS/PROPOSALS

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

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

21. CHANGES IN SPECIFICATIONS

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

22. BID/PROPOSAL IDEAS AND CONCEPTS

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

23. BID/PROPOSAL DISCLOSURES

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

The Proposal for Services: Only the names of those who submitted proposals will be made public information until an award is made by Commissioners' Court and contract executed by the parties. No price, staffing or other proposal information will be released. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any

County employee, other than the Purchasing Agent, regarding whether a proposal was received. Violations of this provision may result in the rejection of a proposal.

24. WITHDRAWAL OF BID/PROPOSAL

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

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. MANDATORY DISCLOSURES:

Texas law requires the following disclosures by vendors:

Conflict of Interest Disclosure Reporting (required of all vendors responding to the Bid/RFP/RFQ)

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity make certain disclosures. In 2015, the Texas Legislature updated the law and the Texas Ethics Commission made corresponding changes to the Conflict of Interest Questionnaire (CIQ Form), in which the vendor must disclose any covered affiliation or business relationship with County personnel that might cause a conflict of interest with a local government entity. A list of County elected officials and employees that will award the bid/proposal and/or make recommendations for award are included in this bid/proposal. By law, a completed questionnaire must be filed with the County of El Paso County, Texas. If no conflict of interest exists, write "N/A" or "None" in Box 3 of the CIQ Form. For vendor's convenience, a blank CIQ Form is enclosed with this bid/proposal. Blank CIQ Forms may also be obtained by visiting the Purchasing Department website at: <http://epcounty.com/purchasing/bids/default.htm>

Disclosure of Interested Parties (only required of vendors who are awarded the Bid/RFP/RFQ)

In 2015, the Texas Legislature added Section 2252.908 to Chapter 2252 of the Texas Government Code. Pursuant to Section 2252.908, for contracts entered into January 1, 2016 and after, the awarded vendor must submit to the County a completed "Certificate of Interested Parties" form, which will be included in the Commissioners Court agenda at the time the contract is approved and sent to the Texas Ethics Commission within 30 days thereafter.

Compliance with this new requirement requires logging into the Texas Ethics Commission website, at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm Several instructional videos are available there.

28. NON-COLLUSION AFFIDAVIT

The contractor declares, by signing and submitting a bid/proposal, that the bid/proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid/proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid/proposal, and has not directly or

indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid/proposal, 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 bid/proposal price of the contractor of any other bidder/proposer, or to fix any overhead, profit or cost element of the bid/proposal price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid/proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her bid/proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid/proposal depository, or to any member or agent thereof to effectuate a collusive or sham bid/proposal.

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

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

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

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

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

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

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. Bidder/Proposer agrees it will make no claim for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Bidder/Proposer attributed to these delays, should any occur. In addition, Bidder/Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

32. ACCURACY OF DATA

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

33. SUBCONTRACTING/ASSIGNMENT

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

34. INDEPENDENT CONTRACTOR

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

35. MONITORING PERFORMANCE

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

The County of El Paso is an equal opportunity employer.

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/proposal packet. By reading and signing the Affidavit form, the bidder has confirmed that they have been trained in the El Paso County Code of Ethics. The training must be completed by an officer, principal, or other person with the authority to bind the company.

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

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

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

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

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

HEALTH INSURANCE BENEFITS QUESTIONNAIRE

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

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

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: Food Operation Services for the Sportspark

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 David Stout
Commissioner Vincent M. Perez
Commissioner Andrew Haggerty

County Employees: Jose Lopez, Jr., Interim Purchasing Agent
Peter Gutierrez, Buyer II
Elvia Contreras, Formal Bid Buyer
Blanca Carbajal, Inventory Bid Technician
Lucy Balderama, Inventory Bid Technician
Edward Dion, County Auditor
Wallace Hardgrove, Budget & Financial Manager
Josie Brostrom, Assistant County Attorney
Michael Martinez, Administration
Lorena Rodriguez, Analyst
Eric L. Storrie, Parks and Special Events

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

FORM CIQ

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

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

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

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

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

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

Food Operation Services for the Sportsark

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Friday August 26, 2016. 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 sign and complete the required “Conflict of Interest Questionnaire”?

_____ Did you sign and complete the required “Certificate of Interested Parties Form”?

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