EL PASO COUNTY, TEXAS
County Purchasing Department
800 E. Overland, Suite 300
El Paso, Texas 79901
Phone (915) 273-3349

Notice to Interested Parties

The El Paso County, Texas will receive Sealed Proposals (Request for Proposals) for **RFP 26-016 Accounts Receivable Debt Collection Management Software for El Paso County, Texas,** until **2:00 p.m.,** on **Thursday, July 2, 2026**, at which time and place all submissions will be publicly opened and name of supplier read aloud. Submission may be virtual or hardcopy.

Submission may be virtual **OR** hardcopy.

Electronic responses must be submitted through epcountypurchasing.ionwave.net.

Hardcopies must be submitted to the Purchasing Department Office, 800 E. Overland Ave., Rm. 300, El Paso, Texas 79901.

For hardcopy submissions - THE RFP MUST BE IN A SEALED ENVELOPE AND MARKED AS FOLLOWS:

"RFP to be opened Thursday, July 2, 2026
Accounts Receivable Debt Collection Management Software
for El Paso County, Texas
RFP 26-016"

Solicitation documents are attached herein. Do not contact the requesting department. Any questions by interested vendors must be entered on the Question tab of the e-bidding system or emailed to: bidquestions@epcounty.com before **Thursday, June 11, 2026 at 12:00 p.m**. If emailed, "Subject Line" should be the RFP Number and Title. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.

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

All bid openings will occur via live video feed at the County YouTube Channel: https://www.youtube.com/channel/UCXwcq_JYs28xwL14oGAVPZg/videos.
During the live broadcast, citizens may call in at telephone (915) 273-3349. Allow for a 10-second delay during the live broadcast.

Award shall be based on the review of scope of services, qualifications, and price. COMMISSIONER'S COURT RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND WAIVE TECHNICALITIES. Successful vendor must comply with all performance bond, payment bond, and insurance certificate requirements. Upon award, items or services shall not be ordered until a Purchase Order is received from the County Purchasing

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

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

KAREN L. DAVIDSON
Purchasing Agent

Accounts Receivable Debt Collection Management Software for El Paso County, Texas

RFP 26-016

Opening Date
Thursday, July 2, 2026

Contents

Specifications/ Scope of Work

I. OVERVIEW

The purpose of this Request for Proposal (RFP) is to solicit proposals for an Accounts Receivable Debt Collection Management Software to assist in collecting outstanding fines, fees, and costs for the County of El Paso Texas, hereinafter referred to as, "County".

The scope of services includes financial recovery debt software services for the County for a four (4) year contract term with three (3), one-year options to renew.

Responses submitted by "Vendor", must clearly demonstrate Vendor's ability to provide immediate and consistent efforts in collections; remit monies collected on behalf of County in a daily manner, as per County Auditor's guidance, if collection services are offered by Vendor; and demonstrate successful past results.

Vendor must address all points in specifications, scope of service, and keep responses in the same order they are listed in the proposal.

II. BACKGROUND

a. The Budget & Finance Department's Financial Recovery Division is the consolidated office for the County responsible for the recovery of:

    i. Court fees, costs, and fines on cases that have been referred by the Justice of the Peace Courts, County Courts, and District Courts;

    ii. Court fees, costs, and fines for the Domestic Relations Office and District Court Protective Orders;

    iii. Court fees, costs, and fines for Attorney General/Child support cases (under the State of Texas, Non-Custodial, Custodial, or Absent Parent);

    iv. Jury Contempt fines; and

    v. Any other outstanding debts (arrears, unpaid sums, or obligations) such as but not limited to, library fees, utility fees, and outstanding taxes, such as Hotel Occupancy Taxes (HOT) as deemed appropriate by the County.

b. It is the County's intent to procure comprehensive Accounts Receivable Debt Collection Management Software that will enable the County to effectively pursue outstanding debts in accordance with the specifications. The Budget & Finance Department's Financial Recovery Division (FRD), which is responsible for utilizing the Accounts Receivable Debt Collection Management Software, must be equipped to pursue any past-due account on behalf of other County departments or entities as needed and requires a software solution capable of supporting the County's ongoing collection needs. The goals are to boost debtor compliance, streamline end-user workflows, reduce overall operational costs, and increase revenue.

c. FRD manages an inventory of approximately 87,000 cases, which accounts for about $33.3 million in fees owed to the County. Under normal operating conditions FRD drives approximately $2.3 million in credit card payments per fiscal year for about 23,000 transactions.

d. Court cases exhausting all due diligence through an Accounts Receivable Debt Collection Management Software will be turned over to a 3rd party collection agency contracted with the County, pursuant to an IAW Texas Code of Criminal Procedure Art. 103.0031, Texas Local Government Code section 140.009 service agreement between County and Collection agency.

III. SCOPE OF SERVICES

a. System Requirements

i. The new collection software must have the ability to integrate with Tyler Technologies Odyssey, El Paso County's court, and justice case management software, or any other system used by the County, to capture all financial and party information for current and delinquent clients. Real-time syncing is expected.

ii. All financial and party data will need to be imported and/or synced through an integration or API between the new software and Odyssey. Odyssey will remain the primary source for all case related and party record data entry. Real-time syncing is expected.

iii. The capability to configure security roles to manage user access for up to 50 users and system workflow/automation rules to facilitate the notifications to clients in the new software. The ability to create and manage collection payment plans.

iv. Proposed client notifications include, but are not limited to the following: letters, phone calls, texts messages, emails, and circulars. The generation and customization of financial related documentation must adhere to the requirements of the County (e.g., invoices, statements, payment notices, billing statements).

v. The capacity to generate and build reports that can export into CSV files for departmental and auditing purposes (e.g., system performance, aging reports, caseload status).

vi. Compatibility with Odyssey will need to be reviewed to ensure that both systems involved meet the minimum system requirements in communicating bi-directionally.

vii. At any time, the County may change its due diligence workflow to effectively collect on fees owed; collection software system is required to modify its due diligence workflow as needed to best fit the County's goals.

b. User Functions

i. Capable of restricting certain access and/or information based on user access and expunging cases/names from system;

ii. Provide user defined adjustment types/codes with multiple user defined security levels;

iii. Add, update, and maintain demographic, financial, and employment data on each debtor, at user level;

iv. Recognize profile duplicates based on demographic information manually entered or imported and automatically merge with existing profile;

v. Ability to bookmark cases or view case history;

vi. Create caseloads and assign accounts to individual collectors;

vii. Ability to transfer a caseload from one collector to another;

viii. Create payment plans based on a fixed monthly amount, a set payoff time period, or fully customizable non-fixed monthly amounts;

ix. Create non-monetary plans, for example community service hours authorized by a Judicial Officer, based on fixed hourly rate, a set payoff time period, or fully customizable non-fixed amounts;

x. Generate an initial payment plan notification which defines the payment plan, due date, and other information necessary to make payments plus calculate interest on unpaid balances. This must include the ability to increase balances by additional collection percentages and receiving payments to meet minimum accounting standards;

xi. Create and monitor multiple payment plan types;

xii. Set multiple due-diligence campaigns based on account type;

xiii. Keep track of critical events;

xiv. Restore prior statuses, add new follow up dates, and log all changes in system;

xv. Apply payments on accounts (advance, partial payments, etc.);

xvi. Automatically or manually distribute payments to any or all fees and fines owed;

xvii. Excuse or postpone delinquencies and document the action for future reference;

xviii. Alert when promised payments are missed or short-paid;

xix. Trigger on-demand follow-up communications and/or payment reminders including but not limited to, letters, emails, and text messages;

xx. Ability to trigger batch notices/or a single notice to be printed from any network printer;

xxi. Allow user to customize invoices, statements, payment notices and past due notices in printed or electronic format;

xxii. Ability to screen notices before printing;

xxiii. Allow manual modifications to accounts/cases at user level or by local system administrator;

xxiv. Ability to fix accounts/cases at user level or by local system administrator;

xxv. Ability to flush/disconnect users from system by local system administrator;

xxvi. Enter notes in the system in either free-form or by utilizing user-configured notes or shortcuts;

xxvii. Provide account inquiry via name, case number, last name and date of birth, SSN, phone number, and email address;

xxviii. Vendor system capable of splitting one account for the same party or between two different parties to properly address civil cases;

xxix. Link and set up a single collection plan for multiple cases for the same person;

xxx. Consolidate accounts under one collection plan, while retaining the details of each separate account;

xxxi. Track and report Joint & Split account information and provide ability to bill multiple parties for the same debt and track as one amount owed;

xxxii. Provide fields for basic debtor information including, but not limited to name, full address, DOB, Case Number, SSN, home, work and/or cell/pager number, employment information, alias information, and email address;

xxxiii. Provide all fields identified in section xxxii (above) for references/contacts related to the debtor;

xxxiv. Ability to automatically generate billing statements in printed and electronic format;

xxxv. Allow assessments and collections to be tracked by line item;

xxxvi. Allow for the following daily monitoring functions. All functions must be in real time;

xxxvii. Contact information updates;

xxxviii. Automated desktop workflow, including delinquencies, payment alerts, contact information changes, etc.;

xxxix. Flagging of delinquent accounts when an account crosses an aging threshold set by County;

xl. User-configurable business rules (aging periods, collection action thresholds, etc.);

xli. Provide a full-time representative assigned to County and available to address and remedy day-to-day issues;

xlii. Provide a management-level staff member to meet with County representative within 24-hour notice;

xliii. Provide training to County at no additional cost, should new features be added or created;

xliv. Vendor is responsible in assuring compatibility of the County's data files and transmittal source to their computer system. Vendor must bear all costs, if necessary, for data conversion to make the County's computer system data compatible with that of the Vendor's and any incidental costs related to the data transfer;

xlv. Upon termination of the written agreement between the Vendor and the County, the Vendor must return all data files in the Vendor's possession. The Vendor is responsible for ensuring that all data is transferred in a format compatible with the County's system, at no cost to the County:

c. Due diligence – Automated reminder and/or past due notifications including but not limited to:
   i. Letters
   ii. Phone calls
   iii. Text messages
   iv. Emails
   v. Circulars

d. Reporting – Generate multiple reports for auditing purposes consisting of, but not limited to:

   i. Number of cases entered into system
   ii. Collection Aging Reports
   iii. Active Cases
   iv. Delinquency reporting
   v. Satisfied/Closed Cases
   vi. Payment plan success rate by type
   vii. Number of calls and/or notices triggered by system
   viii. Amount assessed
   ix. Dollar amount collected
   x. Collection ratios
   xi. Liquidation percentage
   xii. Total outstanding balance for all cases in vendor's database
   xiii. Aging reports
   xiv. Caseload performance reports
   xv. System performance reports
   xvi. Credit for time served (CFTS) and/or Credit for community service (CFCS)
   xvii. Accounts based on Sentence (conviction) Date
   xviii. Number of accounts per collector assigned

e. Electronic Bill Payment platforms preferred, but not required:

   i. Autopay
   ii. Self-service portal
   iii. Online quick pay
   iv. Mobile application
   v. Pay-by-text
   vi. Pay-by-email
   vii. Interactive Voice Response (IVR) payments

f. **Remittance of Funds to County** – Should County utilize optional payment platforms, Vendor must accept all payments by debtor regardless of amount and must remit funds owed to County by the next regular business day after receiving the money. Vendor must:

   i. Report gross receipts to County with a daily itemized report that includes net deposit and pertinent court payment reference information.

   ii. Describe its remittance practice and outline all options of deposit method from vendor to the County's Treasurer.

   iii. Provide a daily remit file regardless of zero activity.

IV. BID PROPOSAL FORMAT

a. Vendors must organize their proposal in the following format and should not exceed 50 pages (25 sheets front and back if printed).

b. Response must include a table of contents listing page numbers and section to ensure specifications have been addressed.

c. The El Paso County signature page must be the first page of the proposal.

d. Include a cover letter stating the background of the company, number of years in the business of providing collection staffing and systems and identify the experience of the proposed account manager to be assigned to the County. The letter must be on your company letterhead and signed by the individual authorized to bind the company in any contract with the County. **Vendor must respond to the following questions. Any questions not answered may cause the proposal to be deemed incomplete.**

e. Provide a description of the computer system used and its updating capabilities. Describe the adequacy of data processing resources.

f. Describe the methodology and procedure for data transfers by identifying the form and frequency of electronic data transfers bi-directionally.

g. Describe the type of access that will be made available to the County of El Paso for online inquiry.

h. Describe the ability to maintain records of accounts and collections, to produce reports, to bill an unlimited number of debtors, and describe back-up capabilities.

i. Describe vendor's record retention policy.

j. Describe experience working and interfacing with clients using Tyler Odyssey Software.

k. Identify the steps the vendor will undertake to ensure that system will fully interface with the County's current Tyler Odyssey Software.

l. Vendor system must be able to work with the data export provided by the County's current software system, Tyler Odyssey. List no less than three current or recent client references, specifically using Tyler Odyssey Software.

m. Outline of the suggested progressive course of action taken to pursue delinquent accounts.

n. State the vendor's methodology for handling client's questions and problems.

o. List all Texas government clients for whom the vendor currently provides collection services, in Texas.

p. The vendor must provide copies of all Business Liability Insurance Coverage including dollar amounts.

q. Outline implementation process, in person or onsite, timeline and training, during and after implementation for users, as well as user manual for future user training.

r. List all additional services to be provided and include a brief explanation/description of each.

V. SAMPLES AND ILLUSTRATIONS:

a. Samples of relevant documents should be submitted with proposal, but not limited to:

    i. Proposed collection notices/letters, emails, text messages and any another correspondence sent to debtors.
    ii. Invoices to clients and/or County.
    iii. Deposit report containing pertinent court payment reference information.
    iv. Collection Aging Reports.
    v. Case/account management reports.
    vi. Manager reports.
    vii. Any other relative productivity report.

VI. REQUIRED RESPONSES:

a. Vendor must answer the following questions:

    1. What is the anticipated increase in revenue that can be expected by using your services based on governments currently served with similar output?

    2. How will vendor system reduce redundancy and improve daily workload to increase productivity?

    3. How will vendor system increase debtors' compliance?

    4. How will vendor system reduce overall operational costs?

    5. How often does Vendor system experience system/server outages and what process do you have in place to mitigate these outages?

VII. COST/FEE CHARGED TO THE COUNTY OF EL PASO

a. Vendor **must** provide cost/fees based on each service/product package option to support price listed on price sheet.

b. Vendor **must** provide description of cost/fees for each service/product package option(s), to support price listed on price sheet.

PROPOSAL EVALUATION

Proposals must be evaluated based on the requirements set forth in the RFP. Selection of the firm(s) will be at the discretion of the County and will be based on the proposal that the County deems to be the most responsive and responsible and is the best value to the County.

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

The Proposer is cautioned that it is the Proposer's sole responsibility to submit information related to the evaluation categories and that the County is under no obligation to solicit such information if it is not included in the Proposal. Failure of the Proposer to submit such information may cause an adverse impact on the evaluation of the proposal.

Proposals will be reviewed by the County Selection Committee and will be evaluated based on the following criteria, point value indicate maximum score.

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

Evaluation Criteria	Points
System's Ability to Enhance Client Efficiency: A primary objective for the County is to eliminate redundant processes and increase staff efficiency, ensuring personnel can redirect their efforts to higher-priority tasks. The vendor is expected to provide a clear demonstration of how their system enables the County to achieve this objective. Insufficient, vague, or unsupported explanations may adversely affect the evaluation of the proposal.	**25**
Client's Projected Revenue Increase & Cost Savings: The vendor will be evaluated on their ability to clearly and convincingly demonstrate how their product will enhance the County's capacity to increase collections while reducing overall operational costs. Failure to provide a direct, evidence-based explanation may negatively impact the evaluation of the proposal.	**25**
Service/Product Cost: The product will be evaluated based on the total financial cost required for the County to implement the vendor's system.	**25**
Response Format and Clarity: The vendor will be evaluated on the precision, structure, and clarity of their proposal. All required points must be addressed fully and presented in a clear, transparent manner. Any omission, ambiguity, or misleading information may negatively impact evaluation.	**20**
References: Contractor must provide the following reference information. The names, business address, and telephone numbers and email addresses of three (3) individuals and/or organizations who can attest to the Contractor's capability of the Contractor to carry out the requirements in this proposal.	**3**
Health Insurance Provision for Employees: The County is authorized to allow consideration for those firms providing evidence of reasonable health insurance for their employees	**2**
Total Points	**100**

PRICE SHEET
RFP
Accounts Receivable Debt Collection Management Software
for El Paso County Texas

Name_____________________________________Address_______________________
Contact Name______________________________Phone Number_______________________
E-mail____

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

If more space is needed to list any additional features at basic price, vendor may attach their breakdown, of features, to the price sheet.

Service/Product Package 1: **Basic** - Collection Software System Cost: Description – Basic package must provide the following functionality provided by current system: 1) 20 user licenses; 2) account and payment plan management capabilities; 3) ability to trigger batch letters, phone calls, texts messages, and emails for all account types; 4) customizable scripts for letters, phone calls, texts messages, and emails; 5) ability to generate productivity reports; and 6) vendor to provide technical support as needed. List any additional features vendor provides at Basic price point.	**$**
Service/Product Package 2: **Intermediate** – Collection Software System Cost: Description – at minimum, must include everything offered in Basic package and any other features vendor provides.	**$**
Service/Product Package 3: **Premium** - Collection Software System: Description – at minimum, must include everything offered in Basic and Intermediate packages and any other features vendor provides.	**$**

General Requirements

El Paso County, Texas

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

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

PROPOSAL PACKET

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

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

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

Faxed or e-mailed packets will be rejected.

AUTHORIZED SIGNATURE

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

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

VIRTUAL SUBMITTALS

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

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

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

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

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

ADDENDA

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

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

COMMUNICATIONS

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

CONTRACTOR INVESTIGATION

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

ESTIMATED QUANTITES AND ACCURACY OF DATA

Any reference to quantities shown in the solicitation are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements. Information and data provided through this solicitation are believed to be reasonably accurate.

PRICING

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

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

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

ALTERNATE OFFER

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

DELIVERY AND SHIPPING

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

MODIFICATION

A proposal packet may be modified up until the time of opening. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same. No substitutions or cancellations for merchandise will be permitted without written approval of the County Purchasing Agent.

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

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

WITHDRAWAL

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

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

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

AWARD

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

The prices proposed will be considered firm and cannot be altered after the submission deadline. The proposed cost to the County will be considered firm, unless the County invokes its right to negotiate and request a best and final offer that cannot be altered after the submission deadline. The County reserves the right to accept or reject all or any part of the proposal, waive minor technicalities, or to award by item or by lump sum. The awarded vendor(s) will be notified at the earliest possible date.

A vendor whose proposal does not meet the mandatory requirements set forth in this solicitation will be considered noncompliant. The criteria utilized for determining responsibility includes, but is not limited to, the proposer's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County to determine whether a offeror is responsible The County reserves the right to adopt or use for its benefits, any concept, plan, or idea contained in any solicitation response.

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

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

BEST AND FINAL OFFERS

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

DELAYS

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

RESULTANT CONTRACT

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

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

The Contract will require the completion of the work according to the contract documents. The term of the resultant contract will begin as stated in the contract executed by the Commissioners' Court and will terminate on the date specified in the contract unless terminated earlier as herein set forth.

SUBCONTRACTING/ASSIGNMENT

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

DEFAULT BY VENDOR

In case of default by the vendor, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due, the difference between the price named in the contract or purchase order and the actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods 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.

TAX EXEMPTION

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

INVOICES AND PAYMENTS

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

NON-APPROPRIATIONS

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

DISCLOSURES

At the time and place fixed for the solicitation opening, the County will open and publicly read aloud every proposal packet received, irrespective of any technicalities therein. Vendors and other persons properly interested may be present, in person or by representative. Interested parties may also view live openings through El Paso County, Texas ITD's YouTube channel, https://www.youtube.com/channel/UCXwcq_JYs28xwL14oGAVPZg.

Responses for RFPs, only the names of those who submitted proposals will be made public information until an award is made by Commissioners' Court and contract executed by the parties. No price, staffing or other proposal information will be released. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a proposal was received. Violations of this provision may result in the rejection of a proposal. Public information requests must be made in writing and submitted by mail, in person, fax, or email to the Purchasing Department. Additional information may be found in the section titled "PUBLIC INFORMATION ACT".

PUBLIC INFORMATION ACT

El Paso County, Texas is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. **VENDOR MUST MARK ANY INFORMATION THAT IT CONSIDERS TO BE CONFIDENTIAL, PROPRIETARY, AND/OR TRADE SECRET IN ITS PROPOSAL PACKET**. If items are not marked CONFIDENTIAL, El Paso County, Texas will not be liable for disclosing the information. County agrees to provide notice to the vendor in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the vendor has marked as confidential, proprietary, and/or trade secret.

EXEMPTIONS TO GENERAL REQUIREMENTS

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

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

RESTRICTIVE SPECIFICATIONS

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

SUBSTITUTES

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

RECYCLED MATERIAL

Under Local Government Code Section 262.005 and Health & Safety Code Section 361.426, the County is required to give preference to products made of recycled materials if they meet specifications. The County is also required to encourage the use of recycled products in developing new procedures and specifications. They are also required to eliminate procedures and specifications that explicitly discriminate against products made of recycled materials.

REQUIREMENTS AND INTEGRITY

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

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

PROOF OF INSURANCE

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

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

Insurance Requirements

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

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

All policies of insurance shall be written by insurance underwriters authorized to do business in the State of Texas. Insurance is to be placed with insurers having a best rating of no less than A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf.

The County reserves the right to review the insurance requirements during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the contractor. All Certificates shall provide the County with an unconditional thirty (30) days written notice in case of any major change or cancellation.

Contract Amounts for Products/ Completed Ops and Umbrella Coverage
Insurance requirements according to total contract amount.

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

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

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

INDEMNIFICATION

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

PERFORMANCE BOND AND PAYMENT BOND

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

Pursuant to Texas Government Code Sec. 2253.021, a governmental entity that makes a public work contract with a prime contractor shall require the contractor, before beginning the work, to execute to the governmental entity, a performance bond if the contract is in excess of $100,000.

As well as pursuant to Texas Local Government Code Section 262.032(b), any successful vendor who is awarded any contract in excess of $50,000 may be required to execute a performance bond to the County.

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

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

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

NO BOYCOTT OF ISRAEL

In accordance with Chapter 2271 of the Texas Government Code, a company, other than a sole proprietorship, with ten or more full time employees is required to certify in writing that it does not boycott Israel and will not boycott Israel during the term of the contract, if the contract has a value of $100,000 or more.

NO BOYCOTT OF FIREARM ENTITIES OR FIREARMS TRADE ASSOCATIONS

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

SOVEREIGN AND/OR GOVERNMENTAL IMMUNITY

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

EL PASO COUNTY, TEXAS CODE OF ETHICS TRAINING

El Paso County, Texas Code of Ethics Training Affidavit: Any vendor involved in a single procurement exceeding $50,000 must read and sign the El Paso County Code of Ethics Training Affidavit that is included in each response packet. By reading and signing the Affidavit form, the vendor has confirmed that they have been trained in the El Paso County Code of Ethics. The training must be completed by an officer, principal, or other person with the authority to bind the company. The ethics training affidavit must be submitted using the document provided by the county in this solicitation, excisions or special conditions shall not be made or included.

Optional On-Line Training: As an alternative to reading and completing the El Paso County Code of Ethics Training Affidavit, in compliance with Section 161 of the Texas Local Government Code, the training on the El Paso County Code of Ethics is accessible in an online format to Vendors and Lobbyists on an ongoing basis, subject only to limitations due to technical resources. The optional On-Line Training may be accessed and completed at: https://www.epcounty.com/ethicscom/onlinetraining/trainingLobbyists/index.html. If completed on-line, **the training receipt should be printed out and included in the submission packet.**

CERTIFICATIONS

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

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

CONFLICT OF INTEREST

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

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity make certain disclosures. In 2015, the Texas Legislature updated the law and the Texas Ethics Commission made corresponding changes to the Conflict-of-Interest Questionnaire (Form CIQ), in which the vendor must disclose any covered affiliation or business relationship with County personnel that might cause a conflict of interest with a local government entity. A list of County elected officials and employees that will award the solicitation and/or make recommendations for award are included herein. By law, a completed questionnaire must be filed with the El Paso County, Texas. If no conflict of interest exists, write “N/A” or “None” in Box 3 of the CIQ Form.

DISCLOSURE OF INTERESTED PARTIES

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

In 2015, the Texas Legislature added Section 2252.908 to Chapter 2252 of the Texas Government Code. Pursuant to Section 2252.908, for contracts entered into January 1, 2016 and after, the awarded vendor must submit to the County a completed “Certificate of Interested

Parties" form, which will be included in the Commissioners Court agenda at the time the contract is approved and sent to the Texas Ethics Commission within 30 days thereafter.

NON-COLLUSION AFFIDAVIT

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

By submitting a response packet, the vendor declares that:

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

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

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

INDEPENDENT CONTRACTOR

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

MERGERS, ACQUISITIONS

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

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY

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

CONSIDERATION OF SAFETY RECORD

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

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

MONITORING PERFORMANCE

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

NO COMMITMENT BY COUNTY

This solicitation does not commit the County to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a bid response to this solicitation, or to procure or contract for services or supplies.

REJECTIONS / DISQUALIFICATIONS

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

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

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

References

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

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

Reference #1

Organization Name: ______________________________

Contact Name: ______________________ Phone No.: ______________

E-mail Address: ______________________________

Services provided: ______________________________

____

Duration: ______________________________

Reference #2

Organization Name: ______________________________

Contact Name: ______________________ Phone No.: ______________

E-mail Address: ______________________________

Services provided: ______________________________

____

Duration: ______________________________

Reference #3

Organization Name: ______________________________

Contact Name: ______________________ Phone No.: ______________

E-mail Address: ______________________________

Services provided: ______________________________

____

Duration: ______________________________

Safety Record Questionnaire

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

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

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

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

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

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

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

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

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

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

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

Name: ______________________________

Date: ______________________________

Civil Litigation Certification

If the Bidder has no civil litigation history to report as described above, complete the following:

I,____, certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

____
(Bidder name as shown on Bid/Proposal)

nor ____
(name of responsible managing person licensed by the Contractors' State License Board)

has been the subject of a final judgment in civil litigation as described above.

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

Executed this_______day____________of_________at ________________________________
(month and year) (city and state)

by____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

Self-Disclosure of Environmental Safety Violations

Contact Information for Individual Submitting the Self-Disclosure

Title:____

First Name:_______________________________________

Middle Name (or initial):______________________

Last Name:____

Address:____

City: _________________________ State: __________ Zip: ___________

Phone: (______)_____________________

Is the individual submitting this self-disclosure authorized by the company to make such a disclosure and is this person an authorized signatory (having authority to perform policy or decision-making functions of the company)? _____Yes ____No

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

Note: If more than one facility/site is involved with the environmental violation(s), please indicate the number of facilities/sites below and attach a separate sheet for each violation to your final submission with the physical address for each facility/site, and identify which facilities/sites have which violation(s).

Facility/Site Physical Address:____

Owner:____

Address: ____

City: ______________________ State: _________Zip: _____________

Describe Environmental Safety Violation
NOTE: Each safety violation should be described as completely as possible and include the following information:

- Nature and description of violation(s) and specific regulatory, permit and/or statutory provision violated (include state references where appropriate).
- Identify the name, title, and employer of each person who discovered the safety violation, and what they were doing when the violation was discovered.
- How the safety violation was discovered; i.e., describe the moment at which the person first realized (objectively reasonable basis) that the violation(s) may have occurred or did occur.
- Physical location of violation.
- Please state if the safety violation was voluntarily discovered. Voluntary discovery did not occur if the violation was found through a legally required monitoring, sampling, or auditing procedure that is required by statute, regulation, permit, judicial or administrative order, or consent agreement.

- Please provide the date of discovery of each safety violation disclosed.
- How the safety violation was corrected and how any harm was remediated.
- Describe any environmental or human harm caused by the violation, and any measures undertaken to remediate such harm.
- Describe what steps were taken to prevent recurrence of the violation and provide the date that those measures were implemented. If the measures have not yet been implemented, provide the implementation schedule setting forth the dates of the anticipated actions.
- The name and court case identification number of each case.
- The jurisdiction in which it was filed.
- The outcome of the litigation, e.g., the cause number and date of any final judgment that was entered.

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

Executed this_______day____________of_________at ________________________________
(month and year) (city and state)

by____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

El Paso County, Texas 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 EL PASO COUNTY, TEXAS.

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 El Paso County, Texas, in concert with elected county officials, as well as leaders of the various county departments, recognizes the need to maintain the public trust and confidence in the workings of county government and thus adopts this Code of Ethics.

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

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

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

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

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

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

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

bind the company, known as ____.
(Company name)

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

Name____

Title____

Company Name____

Address____

____

Signature____

Date____

Certifications

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

Instructions for the certifications:

General Requirements

The El Paso County, 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 (0MB 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 El Paso County, Texas determines to award the covered cooperative agreement

1) <u>LOBBYING</u>

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 CPR Part 1405, the applicant certifies that;

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

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

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

2) DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions, the applicant certifies that it and its principals:

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

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

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

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

3) DRUG-FREE WORKPLACE

As required by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F, the applicant certifies that it will or will continue to provide a drug free workplace by:

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

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

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

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

ii) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

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

f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
   i) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency

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

4) <u>CERTIFICATION REGARDING FEDERAL DEBT STATUS (0MB Circular A-129)</u>

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

5) <u>CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS</u>

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

Conflicts of Interest

Re: RFP 26-016, Accounts Receivable Debt Collection Management Software for El Paso County, Texas

Dear Vendor:

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

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

County Officers:	County Judge Ricardo A. Samaniego Commissioner Jackie Butler Commissioner David Stout Commissioner Iliana Holguin Commissioner Sergio Coronado
County Employees:	Karen Davidson, Purchasing Agent Cindy Esparza, Assistant Purchasing Agent Araceli Hernandez, Formal Bid Buyer Claudia Parra, Buyer Joana Reyes, Bid Technician Jose Loya, Bid Technician Betsy Keller, County Administrator Barbara Parker, County Auditor Carmen Arrieta Candelaria, Budget & Finance Director Erica Rosales Nigagliono, Assistant County Attorney Vivian Arroyo, Assistant County Attorney Alex Cuellar, Assistant County Attorney Eddie Sosa, First Assistant County Attorney Erich Morales, Assistant County Attorney Steven Arellano, Assistant County Attorney Diana Shearer, Assistant County Attorney Adriana Chaparro, Contract Operations Manager Erica Rosales Nigaglioni, Senior Division Unit Chief Derek Ware, Financial Recovery Division Manager Lorena Rios, Financial Recovery Specialist Erika Badillo, Financial Recovery Specialist Arlene Ortiz, Financial Recovery Specialist Liliana Valdivia, Financial Recovery Specialist Christina Reyes, Financial Recovery Specialist Omar Camacho, Software Specialist Albert Garza, Software Development Supervisor Jerald Brady, Software Developer Carlos Luevanos, Software Developer Karen Richart, Software Developer Jon Guerra, Software Developer

Richardo Gabaldon, Accountant
Esteban Fernandez, County Auditor Manager
Ric Rocha, Senior Project Manager

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

OFFICE USE ONLY

Date Received

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

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

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

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

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

Health Insurance Benefits Questionnaire

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

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

   ____

   ____

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

   ____

   ____

   ____

   ____

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

   ____

   ____

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

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

________________________	________________________
Business Name	Date
________________________	________________________
Name of Authorized Representative	Signature of Authorized Representative

Certificate of Interested Parties

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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.

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

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

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

4

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

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is ______________________________, and my date of birth is ______________________.

My address is ______________________________, ______________, ______, ________, ____________.
(street) (city) (state) (zip code) (country)

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

Executed in ______________ County, State of ____________, on the ______ day of ____________, 20____.
(month) (year)

____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

El Paso County Signature Page

RFP 26-016
Accounts Receivable Debt Collection Management Software for El Paso County, Texas

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

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

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

Hard copy submittals: Please submit one (1) original hard copy and one (1) electronic copy in Word/PDF Format (via USB flash drive/ memory stick) of your RFP. The electronic copies must reflect the original hard copy.

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

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

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

RFP Check List

RFP 26-016 Accounts Receivable Debt Collection Management Software for El Paso County, Texas

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THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE
(Incomplete bids will be rejected)

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

______ Check for addenda.

______ Complete and detailed proposal

Complete and include required forms:

________ Reference List

________ Safety Questionnaire

________ Civil Litigation Certificate or Self Disclosure of Environmental Safety Violations

________ W9

________ El Paso County, Texas Code of Ethics Training Affidavit **(Failure to provide this mandatory form will result in disqualification).**

________ Certifications

________ Conflict of Interest- Form CIQ

________ El Paso County Signature Page

________ Health Insurance Benefits Questionnaire

______ Make El Paso County, Texas Signature Page the first page of Proposal Packet

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

______ Deliver response to the County Purchasing Department by 2:00 p.m., 7/2/2026.

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