

**REQUEST FOR QUALIFICATIONS  
ISSUED BY  
THE CITY OF EL PASO  
PURCHASING & STRATEGIC SOURCING DEPARTMENT**

**SOLICITATION NO: 2016-1029R**  
**TITLE: STRESS MANAGEMENT FOR FIREFIGHTERS**  
**FIRE DEPARTMENT**

**DATE ISSUED: JUNE 14, 2016**

An original, signed, sealed, OFFER to furnish the goods and/or services set forth below will be received at the place indicated below, until:  
**2:00 PM, local time, WEDNESDAY, JULY 6, 2016**

**NOTICE** When used in Request for Proposals, the terms 'Offer' and 'Proposal' and 'Offeror' and 'Vendor' are interchangeable.

**ADDRESS OFFERS TO:  
PURCHASING DIRECTOR  
PURCHASING & STRATEGIC SOURCING DEPARTMENT  
CITY OF EL PASO**

**MAIL TO:**

CITY OF EL PASO  
PURCHASING & STRATEGIC SOURCING DEPARTMENT  
300 N. CAMPBELL, 1<sup>ST</sup> FLOOR  
EL PASO, TX 79901-1153

OR

**HAND DELIVER TO:**

CITY OF EL PASO  
PURCHASING & STRATEGIC SOURCING DEPARTMENT  
300 N. CAMPBELL, 1<sup>ST</sup> FLOOR  
EL PASO, TX 79901

**FOR ADDITIONAL INFORMATION CONCERNING THIS SOLICITATION, CONTACT:**

**PAULA BEARD, PROCUREMENT ANALYST**  
Telephone: [915] 212-1192    FAX: [915] 212-0044    Email: [beardpx@elpasotexas.gov](mailto:beardpx@elpasotexas.gov)

**EXPIRATION OF OFFERS**

The Offeror agrees, to furnish all items [supplies or services] at the prices offered, and delivered at the designated point or points, within the time set forth below, if this offer is accepted within ONE HUNDRED TWENTY [120] consecutive days from the date set for the receipt of offers. All offers shall expire on the 120th day after the offers are open unless the City of El Paso requests an extension of the offers in writing and the offeror agrees to extend in writing.

**AMENDMENTS TO SOLICITATION**

Receipt of all numbered amendments to Solicitations must be acknowledged:

<u>AMENDMENT</u>	<u>DATED</u>	<u>AMENDMENT</u>	<u>DATED</u>	<u>AMENDMENT</u>	<u>DATED</u>	<u>AMENDMENT</u>	<u>DATED</u>
A001	_____	A002	_____	A003	_____	A004	_____
A005	_____	A006	_____	A007	_____	A008	_____

**OFFER SUBMITTED BY**

\_\_\_\_\_  
COMPANY NAME AS IT APPEARS ON ORGANIZATION CERTIFICATE ISSUED BY STATE IN WHICH COMPANY WAS ORGANIZED)

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
P.O. BOX NUMBER

\_\_\_\_\_  
CITY, STATE AND ZIP CODE

&

\_\_\_\_\_  
- HIRE EL PASO 1<sup>ST</sup> LOCAL VENDOR REGISTRATION ID#

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
E-Mail address

PLEASE CHECK PREFERRED ADDRESS FOR RECEIVING SOLICITATION DOCUMENTS.

**OFFER EXECUTED BY [PLEASE PRINT]**

\_\_\_\_\_  
NAME AND TITLE OF PERSON AUTHORIZED TO OBLIGATE COMPANY

\_\_\_\_\_  
SIGNATURE AND DATE OF OFFER

**WITHOUT AN ORIGINAL SIGNATURE ON THIS OR OTHER DOCUMENT BINDING THE OFFEROR, THE OFFER WILL BE REJECTED**

**NOTE:** AWARD OF THE CONTRACT RESULTING FROM THIS SOLICITATION WILL BE MADE TO THE SUCCESSFUL OFFEROR BY AN AUTHORIZED WRITTEN NOTICE, WHICH MAY BE IN THE FORM OF A LETTER NOTICE OF AWARD OR A PURCHASE ORDER ISSUED BY THE CITY OF EL PASO. THIS IS A ONE TIME CONTRACT

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## **PART 1 – GENERAL INFORMATION**

### **1.1 Background Information**

The City of El Paso and International Association of Firefighters (IAFF), Local 51, agree it is in the best interest of its members and the City of El Paso to provide an Employee Assistance Program (EAP) to the Fire Department. It is the intent of this program to meet the requirements of a stress management program as outlined in the collective bargaining agreement Article XXIV Section 6, and Appendix H and G (See Attachment A).

### **1.2 Solicitation Purpose**

The City of El Paso is seeking to enter into a contract with a qualified and experienced firm for providing an Employee Assistance Program (EPA) to the City of El Paso Firefighters. This Contract will meet the requirements for Stress Management as set forth in the Collective Bargaining Agreement. The City shall order all of its supplies and/or services from one or more successful bidders (contractor) from time to time as needed. Personnel from other City departments may only utilize this contract with express written authorization from the Fire Department, and only if the additional usage is within reasonableness given the total awarded amount of the contract.

## **PART 2 - NOTICES TO PROPOSERS**

### **2.1 Public Disclosure Proposal Information**

Offerors are cautioned that once a bid is opened, all information contained therein will be available to the **PUBLIC** unless the information is excepted from the requirements of Government Code Section 552.021 pertaining to Open Records.

The exception that allows the City to protect information that, if released, would give advantage to a competitor or bidder does not apply after the bidding is complete and the contract has been awarded. *Trade secrets, commercial or financial background data and privileged or confidential information* may be excepted from public inspection. If any information contained in your offer qualifies for an exception because it falls into one of the categories above it should be clearly marked "CONFIDENTIAL" and the basis of your claim of confidentiality should be stated. Data so identified will be maintained as a protected record. Offerors who claim that information contained in a bid should be protected from public disclosure after the award of the contract may be asked to support such claim if the City receives an Open Records request for the information and requests a determination by the Attorney General. [Rev. 04-03-98]

### **2.2 Bid Net Notification**

NOTE: ANY CHANGES IN DUE DATE OR MATERIAL CHANGES FOR ANY RFP'S/SOLICITATIONS WILL BE POSTED ON THE SOLICITATIONS PAGE OF THE CITY OF EL PASO PURCHASING & STRATEGIC SOURCING DEPARTMENT'S WEBSITE: <http://legacy.elpasotexas.gov/purchasing/ep-invitations.asp>

It is the bidder's responsibility to ensure that they have all pertinent information regarding solicitations, including all amendments prior to submitting their offer. Please check the website, even after submitting a bid, to ensure that you have all amendments as they may be posted at any time, up to and including the day of bid opening.

**Recommendation(s) for formal awards shall be posted on the City's website the Thursday afternoons prior to the Tuesday City Council Meeting wherein the recommendation shall be presented. Vendors are responsible for monitoring the City's website for said postings.**

## **2.3 Communications**

### **2.3.1 Cone of Silence/Anti Lobbying Policy**

The City's Cone of Silence/Anti Lobbying Policy was adopted to ensure a fair and competitive bidding environment by preventing communication between City officials, employees, or representatives and parties involved in the bidding process that could create an unfair advantage to any party with respect to the award of a City contract.

During the period of in which the City has issued a solicitation, including a competitive bid, request for proposal (RFP), request for qualifications (RFQ), highest qualified bid (best value), competitive sealed proposals, design-build, public-private partnership, any other type of solicitation required by law, or the giving of a notice of a proposed project, which shall begin on the day that is advertised and end on the date that the notice of the award has been posted by the City Clerk for placement on the agenda, no person or registrant shall engage in any lobbying activities with City officials and employees.

For an unsolicited or competing proposal for a public-private partnership, the period in which no person or registrant shall engage in any lobbying activities with City officials and employees shall begin on the date that the City receives a notice of intent to submit an unsolicited proposal and end on the date the notice of award has been posted by the City clerk for placement on the agenda.

If contact is required with City employees, such contact will be done in accordance with procedures incorporated into the solicitation document and the City's contracting policies. Any person or entity that violates this provision may be disqualified in accordance with Section 2.94.130 of this chapter. Furthermore, any person who knowingly or intentionally violates the provisions of this policy, with respect to the solicitation or award of a discretionary contract may be prohibited by the City council from entering into any contract with the City for a period not to exceed three years.

The Cone of Silence/Anti Lobbying Policy prohibits any communication or lobbying activities during the Cone of Silence period, by any person, including but not limited to, bidders, lobbyists or consultants of bidders, service providers or potential vendors and any the following:

1. City Staff and City Consultants, including any employee of the City of El Paso, any person retained by the City of El Paso as a Consultant on the project, or any person having participated in the development, design, or review of documents related to the project.
2. City Officials, including the Mayor, Council Representatives and their respective staff.
3. Members of the City's Selection Committee, whether City employees or outside experts appointed or selected by the City.

#### **The Cone of Silence/Anti Lobbying Policy does not apply to:**

1. Questions of Process and Procedure, including oral communications with the Purchasing Director or Bid Administrator, provided the communications are strictly limited to matters of process or procedure already contained in the solicitation document. A minimum of ten days will be provided for questions

during solicitation unless otherwise stated in the Solicitation Schedule of Events in the documents.

2. Pre-Proposal/Pre-Bid Conferences, including oral communications at pre-proposal or pre-bid conferences, oral presentations before selection committees, contract negotiations, and public presentations made to the Mayor and Council Representatives during a duly noticed public meeting.

## 2.4 Wage Theft

### The City of El Paso Code – Chapter 3.46

#### 3.46.010 Definition

1. **Wage Theft Adjudication** occurs when:
  1. Employer is criminally convicted as an employer pursuant to Section 61.019 of the Texas Labor Code for failure to pay wages; or
  2. Injunctive relief is granted in district court under Section 61.020 of the Texas Labor Code against the employer for repeated failures to pay wages as required by Chapter 61 of the Texas Labor Code; or
  3. A wage payment determination order becomes final under Section 61.055 or Section 61.060 of the Texas Labor Code; or
  4. The Texas Workforce Commission assesses an administrative penalty under Section 61.053 of the Texas Labor Code against the employer for acting in bad faith in not paying wages as required by Chapter 61 of the Texas Labor Code; or
  5. Employer is convicted for Theft of Service under Section 31.04 of the Texas Penal Code; or Court of competent jurisdiction finds that an employer engaged in wage theft.
2. **Employee** and **employer** have the meanings by Texas Labor Code, Section 61.001.
3. **Wages** means compensation owed by an employer for labor or services rendered by an employee, whether computed on a time, task piece, commission or other basis.
4. **Wage Enforcement Coordinator** shall mean the person designated by the City Manager to receive and investigate claims of wage theft and to create, maintain a Wage Theft database.
5. **Wage Theft Complaint** means a written complaint filed with the Wage Theft Coordinator alleging any instance of wage theft by an employer.

#### Section 3.46.020 Wage Theft Coordinator

- A. **Appointment.** The City Manager shall designate a Wage Theft Coordinator to perform the duties identified in this Section.
- B. **Duties.** The Wage Theft Coordinator shall:
  1. Wage Theft Adjudication Database- the Wage Theft Coordinator shall create and maintain a database of employers located or operating within the City of El Paso who have a Wage Theft Adjudication record. The Wage Theft Database will be created on a “complaint

basis” and populated with information provided by third parties. The Wage Theft Coordinator shall be under no obligation to investigate wage theft or to prosecute complaints.

2. Substantiate whether a proposed party to a City Contract has a Wage Theft Adjudication record or part of the Wage Theft Adjudication Database.
3. Receive, review, and process wage theft complaint according to the process established in Section 3.46.040.
4. Coordinate with the Purchasing Director to ensure that the notice of the City’s Wage Theft ordinance is included in all the City’s bid documents.
5. Provide and present an annual report to City Council regarding the number of employers in the Wage Theft Adjudication Database and an update on the status of the enforcement of the City’s Wage Theft ordinance.

### **Section 3.46.030 Wage Theft Adjudication Database**

**A. Inclusion in Database.** No employer shall be included in the database until the Wage Theft Coordinator has:

1. Confirmed that an employer has a Wage Theft Adjudication record;
2. Provided written notice at the address provided by the complainant, or on the documents evidencing the wage theft adjudication of the inclusion of the employer in the Wage Theft Adjudication Database.
3. Allowed the employer thirty (30) days from the date of the notice to protest the employer’s inclusion in such database and provide the Wage Theft Coordinator evidence that the employer should not be included in the Wage Theft Adjudication Database. In the case of a wage theft judgment, the Wage Theft Coordinator shall not include the employer in the Database upon proof of full payment of outstanding wage theft adjudication judgment.

**B. Identity of Employer.** An employer operating as a business entity shall be listed by its corporate name, address and type of business organization. If the employer is an individual, the person’s name, business address, type of business or occupation shall be included.

**C. Removal from Database.** An employer shall be removed from the database if:

1. A Wage Theft Adjudication has been annulled, withdrawn, overturned, rescinded or abrogated, and such fact has been confirmed by the Wage Theft Coordinator; or
2. Employer provides proof of full payment of an outstanding wage theft adjudication judgment; or
3. Five (5) years or more has elapsed since the date of the employer’s most recent Wage Theft Adjudication.

### **Section 3.46.040 WAGE THEFT COMPLAINTS PROCEDURE**

- A. Non- City Contracts.** If no City contract is involved, the Wage Theft Coordinator shall assist persons with wage theft complaints by referring the complaint to the Texas Workforce Commission.
  
- B. City Contracts.**
  - 1. **Filing a Complaint.** A person employed in connection with a city contract who has a good faith belief that he is the victim of wage theft may file a wage theft complaint with the Wage Theft Coordinator in writing. The complaint shall contain fact including but not limited to: identity of the employer, date(s) on or during which the wages were earned and were due to be paid, the amount of the wages alleged to have been withheld or unpaid.
  
  - 2. **Notification and Resolution of the Complaint.** The Wage Theft Coordinator shall notify the employer of the receipt of the wage theft complaint. Employer shall attempt to resolve the alleged issue with the affected employee by written agreement within thirty (30) days from the receipt of the City notification. Employer shall notify the Wage Theft Coordinator if the issue was resolved between the Employer and the affected employee.
  
  - 3. **Texas Workforce Commission.**
    - 1. If no resolution is achieved, the complainant shall be referred to the Texas Workforce Commission (“Commission”).
  
    - 2. The Wage Theft Coordinator shall seek to determine status of the complaint at the commission. The Wage Theft Coordinator shall place Employer in the Wage Theft Adjudication Database if it appears that the Commission has made a finding that wage theft occurred.

### **Section 3.46.050 RETALIATION PROHIBITED**

- 1. No City Contractor shall retaliate against any person who has filed a wage theft complaint pursuant to this Chapter. Retaliation means action to discharge from employment, discipline, or otherwise punish an employee for filing a wage theft complaint in good faith.
  
- 2. If the Wage Theft Coordinator determines that retaliation has occurred, the Wage Theft Coordinator shall refer the matter to the City Attorney for appropriate action.

### **Section 3.46.060. SANCTIONS AND PENALTIES- CITY CONTRACTS**

- 1. **Existing City Agreement.**
  - 1. In the event the City becomes aware of the fact an Employer acting under a contract which was awarded prior to the effective date of this Ordinance has been adjudicated for wage theft, the City may terminate the contract.
  
  - 2. Prior to terminating the contract the City will provide Employer with thirty (30) days’ notice and opportunity to provide full proof of payment of outstanding wage theft adjudication judgment.

3. The award of future City contracts after termination of an existing contract due to an Employer's wage theft adjudication shall be managed as a New City Agreement in this section.

**2. New City Agreement.**

1. In the event the City becomes aware an Employer with a wage theft adjudication record has submitted a bid or proposal for City work prior to the award of a contract, the City shall deem the Employer non-responsible and refuse to enter into a City Agreement with such Employer for a period of five (5) years after the date of final adjudication.

2. Prior to deeming the Employer as non-responsible, the City will provide the Employer with thirty (30) days' notice and opportunity to provide full proof of payment of outstanding wage theft adjudication judgment.

**2.5 Request for Clarification**

In order to meet the City's schedule it is extremely important that requests for clarification or additional information be submitted in writing no later than **JUNE 27, 2016, 11:00 A.M. MST**. Questions submitted after this date may not elicit a response. All proposals or requests for clarification should be sent to the following:

**BY E-MAIL**

PAULA BEARD  
 PROCUREMENT ANALYST  
 FAX: (915) 212-0044  
 Email: [beardpx@elpasotexas.gov](mailto:beardpx@elpasotexas.gov)

**IN WRITING (MAIL OR HAND DELIVERY)**

City Of El Paso  
 Purchasing & Strategic Sourcing Department  
 300 N. Campbell, 1<sup>ST</sup> Floor  
 El Paso TX 79901-1153  
 Attn: PAULA BEARD

**2.6 Schedule of Events**

The following Schedule of Events represents the City's estimate of the timetable that will be followed in connection with this solicitation:

<b>EVENTS</b>	<b>DATE AND/OR TIME</b>
Release Request for Qualifications	6/14/2016
Vendor Conference	6/22/2016 10:00 A.M. MST (See below for location)
Last Day for Offerors to Submit Written Questions	6/23/2016 2:00 P.M. MST
Answers provided	6/27/2016
Submission of proposals	7/6/2016
Evaluations	8/4/2016
Negotiations	8/31/2016
Contract Award Date (aprox.)	10/4/2016

The City reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, the City will communicate adjustments to any event in the Schedule of Events in the form of an amendment. Amendment to this RFQ will only be issued and posted on the City's website at: <http://legacy.elpasotexas.gov/purchasing/ep-invitations.asp>

## **Vendor Conference**

Time: 8:00 A.M. MST

Location: 300 N. Campbell St, 1<sup>st</sup> Floor, Plaza Conference Room

Conference Phone Number: (605) 562-0020 Access Code: 314-379-396

### **2.7 Contract Period (Initial and Option Terms)**

The term of this contract shall be for thirty-six (36) months with a two (2) year period option to extend the same terms and conditions. The City Manager or designee may extend the option to extend.

### **2.8 Notices of Instruction to Offerors**

#### **1. Signature of Offer to person Authorized to Sign**

All offers shall bear an original signature, in ink, of a responsible officer or agent of the company. Failure to sign the OFFER portion of the SOLICITATION, OFFER AND AWARD form, or to include a substitute signed document binding the offeror, will be the basis for declaring a proposal non-responsive.

#### **2. Effective Period of Proposals**

Proposals should expressly state that the offer (including all rate, fee, or cost proposals submitted in response to this RFQ, as well as the scope and character of the services described in the proposal) will remain in effect until at least 120 consecutive days from the date set for the receipt of offers and may be accepted by the City of El Paso at any time on or before such date.

#### **3. Required Number of Copies**

Offer (bid or proposal) must be submitted in original form with five (5) additional copies, unless otherwise stated herein.

#### **4. Offer Submission Instructions**

**Offer must be sealed when presented to the Purchasing & Strategic Sourcing Department. Offers will be received by the City of El Paso until 2:00 P.M., local time, on Wednesday, July 6, 2016. Proposals will be publicly opened and the Name of the Offeror, and City and State will be read aloud.**

#### **5. Addressing Instructions**

The envelope containing the offer must be addressed as follows:

City Of El Paso  
Purchasing & Strategic Sourcing Department  
300 N. Campbell, 1<sup>st</sup> Floor  
El Paso, Texas 79901-1153  
Attn: Purchasing Director

Also, write the Request for Qualification Number, Request for Qualification Title, and Proposal Opening Date clearly on a visible section of the envelope.

**6. Labeling Of Proposals/Bids [Rev 6/15/05]**

**The Due Date and Solicitation Number must be written on the outside of the package containing the offer.** The City Purchasing & Strategic Sourcing Department may open any unlabeled submittal to identify it properly. Offerors are required to identify their package to protect the integrity of their proposals and to fully avail themselves of the evaluation and selection process.

**7. Offeror Delivery Responsibility**

Bids received at the Purchasing & Strategic Sourcing Department after the specified date and time will not be accepted. Package delivery services such as FedEx, UPS, etc., deliver packages addressed to the Purchasing Director directly to the Purchasing & Strategic Sourcing Department.

U.S. Postal Service deliveries, **including Express Mail**, are **only delivered to the Mail Room** at City Hall Bldg. #2 and may or may not be delivered by the Mail Room to the Purchasing & Strategic Sourcing Department by the time and place proposals are recorded.

The offeror accepts all responsibility for delivering its offer to address stated above within the specified time or the offer will be considered non-responsive and will be mailed back unopened. If the envelope does not reflect a return address, it will be opened for the sole purpose of obtaining the return address.

**8. Descriptive Literature**

Descriptive literature, where applicable, containing complete scope of services or other information sufficient for the City to determine compliance with the specifications must accompany each proposal, in DUPLICATE. If an Offeror wishes to furnish additional information more sheets may be added.

The City is not responsible for locating or securing any information that is not identified in the offer and reasonably available to the City, and the City will not be responsible for locating or securing information not included with the offer. In conducting its assessment the City may use data provided by the Offeror and data obtained from other sources, but while the City may elect to consider data obtained from other sources the burden of providing thorough and complete information rests with the Offeror.

**9. Offer Documents, Supporting Literature and Related Data**

Related data, where applicable, will be made part of the proposal. All documents, literature and related data submitted as an offer become the property of the City of El Paso.

**10. Alternate Offers**

The City of El Paso is not accepting alternate proposals for review, evaluation and/or consideration.

**11. Solicitation Changes or Clarifications**

Requests for changes or clarifications to this solicitation are welcomed by the PURCHASING & STRATEGIC SOURCING DEPARTMENT for its consideration, provided the requests are in writing and

received by **June 23, 2016, 2:00 P.M. MST.** Requests received after that time may not elicit a response. Refer to REQUESTS FOR CLARIFICATION in Communication Section for more details.

**12. Acknowledgement of Solicitation Amendments**

All Amendments will be acknowledged on the *Solicitation of Offers* form (first page of this solicitation). Failure to do so may cause the proposal to be rejected. It is the Offeror's responsibility to ensure that all information regarding the RFP, including all amendments, is included in the offer. Amendments may be posted at any time up to and including the due date.

**13. Proposal/Bid Preparation Cost**

This solicitation does not commit the City of El Paso to pay any costs incurred in preparing and submitting the proposal or to contract for the services specified. This RFQ is not to be construed as a contract or a commitment of any kind, nor does it commit the City of El Paso to pay for any costs incurred in the preparation of a formal presentation, or for any costs incurred prior to the execution of a formal contract.

**14. Additional Information**

For further procedural information concerning this Request for Qualifications contact the point of contact for contract administration (refer to in the Communication Section for contact details).

**15. Notification to Unsuccessful Offerors**

All awards are made by the City Council of the City of El Paso. All City Council agenda are posted on the City of El Paso's Web Page for review by all Offerors. The URL is: <http://www.elpasotexas.gov>.

**16. Acceptance or Rejection of Proposals**

The City reserves the right to accept or reject any or all proposals, to waive all minor technicalities, and to accept the proposal or proposal determined to be the most advantageous to the City. Additionally, the City may accept a proposal subject to an exception if, in the sole judgment of the City, the proposal meets or exceeds the City's specifications.

**17. Failure to Respond to Solicitations**

Any offeror who fails to respond to three consecutive solicitations will be purged from the mailing list. It is the offeror's responsibility to remain on the mailing list under his requested commodity classes.

**18. Time**

[RESERVED]

**19. Debriefing Requests**

A written request for a debriefing should be directed to the Analyst identified in **Request for Clarification in Part 2, Item 2.3.2** within five (5) days after the date of award. Debriefing requests will be scheduled with the appropriate evaluation committee and Purchasing representative.

Only an Offeror who has actually submitted a proposal may appeal an award decision.

Failure to follow the requirements of the Protest procedures established by the City of El Paso, Texas, shall constitute a waiver of all protest rights. Protest must be made after the Council agenda has been posted and by 5 p.m. the day before the Council meeting in which the award will be made. The Offeror must write a letter to Bruce D. Collins, Purchasing Director, using the phrase "Proposal Protest" to the address listed above. Protest must be sent by certified or registered mail or delivered in person. Note: the recommendation for award is posted on the City's website at least 72 hours before each Tuesdays Council meeting.

The written protest should include 1) the Request for Proposal number and should clearly state, with particularity, the relevant facts believed to constitute an error in the award recommendation, or desired remedy; 2) a specific identification of the statutory or regulatory provision that the Protesting Offeror alleges has been violated and the provisions entitling the Protesting Offeror to relief; 3) a specific factual description, with particularity, of each action by the City that the Protesting Offeror alleges to be a violation of the statutory or regulatory provision that the Protesting Offeror has identified pursuant to item (2) of this paragraph (mere disagreement with the decisions of City employees does not constitute grounds for protest). If there is no disputed issue of the material fact, the Protest must indicate this as well.

Only the information provided within the protest period will be considered for response.

### **PART 3 - SCOPE OF WORK**

#### **3.1 Scope of Work and Minimum Requirements**

The City desires that proposals specifically address each of the items set out below.

##### **3.1.1 General**

The EAP will assist employees and their family and/or household members with access to a maximum of six (6) covered in-person visits per issue, per person, per fiscal year for the employee and dependents with a licensed counselor for assessment, information, counseling, stress crisis intervention, treatment, evaluation, referral, quality assurance and follow-up services in the areas of drug and alcohol abuse and dependency, mental and behavioral health, and other problems to include addictive behaviors; stress, depression and anxiety; marital/relationship and family issues; child and adolescent problems; elder care concerns; divorce; health concerns; anger management; legal issues; financial difficulties (e.g. debt, gambling, etc.); critical incident stress debriefings (CISD)/critical incident stress management (CISM); post-traumatic stress disorder (PTSD); cumulative stress; domestic and workplace violence; work-related problems to include but not limited to issues such as interpersonal conflicts with coworkers and supervisors, and performance and attendance issues; infectious disease and HIV/AIDS issues; death and grief counseling; and fitness for duty evaluations and recommendations; employee and supervisory training and orientation sessions; program communication and promotion materials; and Substance Abuse Professional Services.

##### **3.1.2 Outcomes**

The Service Provider shall outline and demonstrate how the EAP can meet the scope of work as outlined in the RFQ.

#### **3.2 Qualifications and Experience**

### **3.2.1 Minimum Requirements**

Service Provider shall provide counseling services, as necessary, through a counselor who is Board Certified and licensed by the State of Texas.

- Counselors should have at least a master's degree in psychology, support, therapy and/or counseling, or equivalent, as well as clinical experience. In addition, all counselors must be licensed in the State of Texas.
- The Service Provider shall provide psychological services, as necessary, through a psychologist licensed by the State of Texas.
- The Service Provider shall provide psychiatric services, as necessary, through a psychiatrist who is Board Certified in psychiatry and licensed by the State of Texas.

The Service Provider shall:

1. Describe the qualifications of EAP clinicians who conduct assessment and short term counseling. Describe experience, qualifications, capabilities and respective roles. Certification by a recognized Employee Assistance Program body is preferred. Please include curriculum vitae (bios) for each team member.
2. Describe how the EAP clinician(s) will function as a service agent and provide Substance Abuse Professional (SAP) services.
3. Provide the name, credentials, and experience of the individual who would be responsible for coordinating and implementing your EAP.
4. Provide the role and the qualifications of the person who answers the initial call for your telephone access and intake system.
5. Provide the type of personal and behavioral health problems the EAP clinicians handle.
6. Indicate experience and services for handling critical incidents and violence in the workplace.
7. Describe the roles and responsibilities of various EAP staff that would be involved in servicing and managing the EAP.
8. Provide an organizational chart for those staff involved in EAP, either full- or part-time.
9. Discuss how and when the EAP originated. Briefly describe the ownership structure and organization of the company.
10. Confirm the company has operated as a qualified employee assistance program provider in El Paso for a minimum of 3 years.
11. Provide the professional standards, if any, the EAP adheres to.
12. Enclose verification of professional liability insurance.

### **3.3 Scope of Services**

#### **3.3.1 Minimum Requirements**

##### **A. Counseling Services**

Counseling Services will be one-on-one in person or by telephone as necessary, with the firefighter and/or family member.

##### **B. Psychiatric and Psychological Services**

The Service Provider will provide mental/behavioral health assessment and treatment for psychiatric or psychological services.

C. Critical Incident Stress Debriefing (CISD)/Critical Incident Stress Management (CISM)

The Service Provider must provide the delivery of on-site intervention, critical incident response, and consultation services including Critical Incident Stress Debriefing (CISD)/Critical Incident Stress Management and immediate referrals and follow-up when necessary.

The Service Provider will demonstrate knowledge of the NFPA 1500 A.11.1 (see Attachment B) and provide alternatives to CISD/CISM interventions when warranted.

D. Training and Education

The Service Provider must participate in the development and delivery of orientation, education and training programs for new hires, employees and supervisors. The Service Provider will be responsible for providing any and all handouts and training materials for attendees as required.

EAP training and education must include personal and work/life topics such as EAP orientations, EAP access and referral processes, supervisory training, drug and alcohol abuse, stress management, family, health, and financial training as required.

EAP supervisory training will be used to educate supervisors on how to identify troubled employees and how to constructively confront them and refer them to EAP assistance in accordance with department policy. Supervisory training will include how to identify alcohol and drug impairment and substance abuse in the workplace as required.

The Service Provider shall provide a minimum of 54 orientation, training and/or education sessions, ranging from one to four hours in length, per year as required. Classes shall be held on-site at Fire Department facilities as required.

Provide Department with appropriate two newsletter articles on various topics, one geared towards employees and the other towards supervisors on a monthly basis. These documents will be emailed to the Fire Department liaison by the 25th of each month.

The Service Provider shall:

1. Provide the minimum qualifications for "face-to-face" EAP assessments and counseling.
2. Describe its ability to offer consultation to supervisors attempting to manage employees with job performance problems caused by unresolved personal or behavioral/medical problems.
3. Describe its ability to offer supervisory training to identify alcohol and drug impairment and substance abuse in the workplace
4. Describe its training program for teaching managers/supervisors on how to conduct job performance-based EAP referrals for marginally performing employees.
5. Describe its organizational consultation services which fall within the role and expertise of an EAP and to support the human resource development efforts of companies.

6. Describe offered workshops to employers that help prevent or mitigate the occurrence of behavioral and organizational health problems. List examples. Discuss any expertise in helping to design policies and programs to address substance abuse, harassment, or aggression in the workplace.

E. Peer Support Team

The Service Provider will provide Fire Department Peer Support Team an online monthly continuing education article and a quarterly onsite refresher training course two to four hours in length.

The Service Provider will provide one Peer Support/Critical Incident Management certification course in basic CISM, Advanced CISM and Peer Support and/or in new stress management/peer support methodologies annually through a certified vendor as required.

F. EAP Communication/Awareness

The EAP shall provide a variety of printed materials (e.g. posters, brochures, and wallet cards), online services, newsletters and meetings with employees to maximize awareness in the workplace and promote easy access to EAP services and support. The Service Provider will be responsible for the cost of promotional materials supplied to the Fire Department.

The Service Provider shall submit the following promotional materials to the Fire Department liaison for approval within thirty (30) days of contract award:

- Approximately 900 laminated 3 ½" x 2" wallet cards that have the address of the Contractor's facilities, 24-hour telephone answering service number, and services provided; and
- Approximately 900 brochures (2-color), which will contain information about EAP services and encourage employee self-referrals; and
- Approximately 50 (50) 16" x 20" laminated color posters promoting the EAP.

The Service Provider shall:

1. Provide a plan for EAP promotion and employee communications. Provide examples of printed communication, if available.

G. Fitness for Duty Evaluations

The Service Provider will propose a specific policy, compliant with Section 10.1.5 of NFPA 1500, for evaluation of fitness for duty due to behavioral or substance issues (See Attachment C).

The Service Provider shall:

1. Discuss the EAP's role in helping an employee return to work following an extended episode of intensive treatment.

H. Alternative Services

Work-Life Services such as consultation for legal and financial issues, childcare, parenting, adoption, education, and elder cares for daily living, health and well-being.

Other services will include any other health and wellness therapies not considered counseling. This can include massage therapy, acupuncture, tai chi, yoga, meditation and other similar services. Provide a list of the services offered.

These alternative services shall count toward the maximum number of sessions allowed per problem each fiscal year.

The Service Provider shall:

1. Describe any specialized EAP counseling services offered (e.g., financial, credit, career, legal).
  - I. Substance Abuse Professional Services

In addition to Employee Assistance Program (EAP) services, the Service Provider will function as a service agent and provide Substance Abuse Professional (SAP) services for all mandatory referrals made by the Fire Chief.

A SAP is (1) a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, or employee assistance professional with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances - related disorders; or (2) an addiction counselor certified by the National Association of Alcoholism and Drug Abuse counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and other Drug Abuse.

#### *Role of the SAP in Evaluation, Referral, and Treatment*

The SAP is required to:

Have a face-to-face clinical assessment and evaluation to determine what assistance is needed by the employee to resolve problems associated with alcohol and/or drug use;

Refer the employee to an appropriate education and/or treatment program;

Conduct a face-to-face follow-up evaluation to determine if an employee has actively participated in the education and/or treatment program and has demonstrated successful compliance with the initial assessment and evaluation recommendations;

#### *SAP's Role and Discretion in Referring Employee for Education and Treatment*

Once the SAP determines the level of assistance needed by the employee, the SAP must serve as a referral source to assist the employee's entry into an education and/or treatment program.

The SAP must not require an employee to sign a consent, release, waiver of liability, or indemnification agreement with respect to any part of the drug and alcohol testing process covered, but not limited, to SAP services.

#### *SAP's Follow-Up Evaluation of an Employee*

After the SAP has prescribed assistance, the SAP must re-evaluate the employee to determine if the employee has successfully carried out the education and/or treatment recommendations. This is the SAP's way to gauge

for City of El Paso that the employee demonstrates successful compliance with the education and/or treatment plan and may serve as one of the reasons City of El Paso decides to return the employee to duty.

The evaluation includes:

- a) Conferring with or obtaining appropriate documentation from the education and/or treatment program professionals where the employee was referred; and
- b) Conducting a face-to-face clinical interview with the employee to determine if the employee demonstrates successful compliance with the SAP's initial evaluation recommendations.

If the SAP determines that an employee has successfully demonstrated compliance even though the employee has not yet completed the full regimen of education and/or treatment recommended or needs additional assistance, the SAP may recommend the employee for return to duty. The recommendation for additional services must be included in the follow-up evaluation report to Fire Chief or his/her designee for approval. The SAP must continue to monitor the employee's compliance with these recommendations.

The SAP may conduct additional follow-up evaluation(s) if the City of El Paso determines that doing so is consistent with the employee's progress as reported and with City of El Paso policy.

#### J. Transition Planning and Reporting

Contractor shall provide a transition plan for services that are in progress at the time of change-over from the existing employee assistance provider to a new service provider, if applicable.

Provide plan for transitioning services that are in process at the expiration or termination of the agreement awarded as a result of this RFQ, as necessary

### **3.4 Accessibility and Availability of Services**

#### **3.4.1 Minimum Requirements**

The Service Provider will provide one or more off-site facilities for seeing fire department clients; these locations should provide reasonable confidentiality for those appearing for appointments. The Service Provider's facilities shall be located within the City of El Paso.

The EAP Service Provider must provide professional staff coverage and office hours Monday through Friday in accordance with the City's calendar of workdays and holidays. The Service Provider must provide on-call provisions for rapid crisis intervention, emergency coverage and 24-hour coverage on weekends and holidays.

The Service Provider will also maintain a toll-free telephone number and the necessary trained personnel to conduct initial assessment on a 24-hour, 365-day per year basis.

The Service Provider shall ensure timely scheduling of initial assessment. Every effort should be made to schedule the initial assessment within 72-hours of the contact with Service Provider.

The Service Provider must provide online services, including access to services, materials, webcasts, online training and other related content. This service must be available on a 24-hour, 365-day per year basis.

The Service Provider shall provide a website that has information on the Service Provider and its Employee Assistance Program. The information shall include the following at a minimum:

- a. Contacts;
- b. Link to resources;
- c. Comprehensive program description;
- d. Message boards composed of individuals with questions and information on health and skill building issues;
- e. A self-assessment questionnaire designed to give the user an objective appraisal of the scope and severity of their problems, an opportunity for self-exploration and links to available information and resources;
- f. Personal plan programs designed to teach users about a topic or problem area and provide tools that can improve the situation. The program should include information, skill training, demonstrations, online exercises, and homework;
- g. Library of topical information to provide the user with getting started, quick facts, hints, and answers to frequently asked questions, and resources for assistance;

The Service Provider shall:

1. List the office locations that the EAP (or parent organization) owns and operates.
2. List the locations that your EAP contracts with network affiliates and provide a geo-access table if available.
3. Describe the telephone access and intake system, including how calls are handled after regular business hours and on weekends.
4. Describe how the access system can provide 24-hour telephone crisis counseling, emergency triage, and schedule routine appointments.
5. Provide the typical timeframes for scheduling routine, urgent, and crisis appointments.
6. Describe the process for providing in-person clinical assessment and short-term counseling (generally, up to six sessions per episode of care).
7. Provide the percentage of EAP cases handled within the EAP (e.g., a six session model), and what percentage are referrals beyond the EAP for long-term counseling or specialized care.
8. Provide the average number of sessions provided per case in a six-session model (or the number of sessions in the EAP model).
9. Provide the average EAP utilization rate across all active accounts, as defined as the percentage of employees and families members where one or more members are seen by an EAP clinician one or more times.
10. Describe how they determine that a referral beyond the EAP is indicated. Describe the EAP clinician's role in facilitating appropriate referral and how clients are matched with referral resources.
11. Describe how the progress of referrals beyond the EAP are reviewed and monitored.
12. Discuss how the EAP interfaces with insurance benefits and managed care requirements when referrals are made beyond the EAP.
13. Provide historical data across all EAP accounts, for at least a one-year period, which specifies: (a) the number of referrals made beyond the EAP to internal, affiliated agents/programs; and (b) the number of referrals made beyond the EAP to external, non-affiliated referral resources.
14. Provide historical data across all EAP accounts, for at least a one-year period, which specifies: (a) the percentage of self-referrals to the EAP and (b) the percentage of supervisory or company referrals to the EAP.
15. List all active EAP affiliates within (geographical location) and length of the contractual relationships. If one of our members preferred to receive EAP counseling in Denver, for example, how would that member access an EAP affiliate in Denver?

### **3.5 References**

Service Provider shall identify its full client history for the last three (3) years, including any local Government Services. In lieu of Local Government contracts, the agency may list any Federal, State, or commercial contracts to meet the requirements set forth.

#### **3.5.1 Minimum Requirements**

The Service Provider shall:

1. Provide letters of reference from at least three client company liaisons for which they have provided services within the last two years. Include name, position, telephone number, and nature of relationship.
2. Provide a list of EAP accounts where the EAP is the primary contractor, the number of employees in each account, and terminated EAP accounts. Note reason(s) for termination.
3. Describe the current network of EAP affiliates and other contracted providers and the method used to develop the network.
4. List the criteria for EAP clinicians to be included in the network. Describe how credentials are verified.

#### **3.6 EAP Performance Evaluation**

The EAP program will be reviewed annually to ensure the program is meeting departmental and employee needs. This will include a review of organizational records (medical claims and accident reports) and personnel records (such as attendance and disciplinary actions). This will provide a clearer picture of the Fire Department's needs, and also provide an indication of EAP success.

A City of El Paso annual review will consist of an anonymous department wide survey to determine overall use and satisfaction of employee clients.

In accordance with confidentiality laws, the Service Provider may be subject to periodic internal reviews of service, performance or financial audits as may be determined by the City.

##### *Annual Reports*

The Service Provider will provide an annual report as specified by the City of El Paso to the Fire Chief, within 30 days of period ending.

##### *Monthly Progress Reports*

The Service Provider will meet onsite with the Fire Department liaison monthly to discuss/follow-up with employees who have been referred on a mandatory basis.

The Service Provider shall provide a monthly written report of their activities and a breakdown by number of hours and number of persons, of all services rendered hereunder to the Fire Chief. In addition, Service Provider shall provide analysis observations, recommendations, and progress of the program in writing to the Fire Chief, as necessary.

In addition, Service Provider shall provide such oral reports as it and the City consider necessary for the proper functioning of this contract. In addition, the City may at any time, with appropriate advance notice and sufficient time to comply, require special reports to be provided detailing the progress of the program.

### *Client Satisfaction*

The Service Provider shall request client feedback from each client receiving services by using a Client Satisfaction Survey/Evaluation Form, developed by the Service Provider and approved by the Fire Department liaison, and returned to the Fire Department liaison within 30 days after completion of service.

In addition, a Follow-up Quality of Care Survey/Questionnaire shall should be compiled by the Service Provider and returned to the Fire Department liaison within 30-60 days after completion of service to determine if participants received services that addressed their concerns and/or problems in an effective manner for the long-term.

The Service Provider shall submit to the Fire Department liaison a copy of each client satisfaction survey/evaluation form and follow-up quality of care survey/questionnaire, exclusive of identifying information, on a monthly basis.

Of those clients providing feedback, at least 80% must indicate an overall service rating of satisfactory or better. If survey results do not meet this standard, the Service Provider must recommend and take corrective action to improve future client satisfaction ratings.

The Service Provider shall:

1. Provide sample copies of standard EAP utilization reports prepared for client companies and examples of ad hoc reports.
2. Describe the EAP's information system, database, and reporting capabilities.
3. Describe quality measures for maintaining and improving customer friendly service.
4. Specify EAP-related quality indicators that the program is capable of measuring and monitoring. Describe any formal quality management structure and program in place.
5. Provide any return-on-investment (ROI) data the program has analyzed for other employers. Describe how the EAP works with an organization to measure the effectiveness of the services.
6. Identify any external audits that have been conducted on the EAP and their outcomes. Provide, if available, a policy about third-party external auditors reviewing the business or clinical practices of the EAP.
7. Discuss how the company evaluates the success of the EAP.

### Complaints

The Service Provider shall investigate and provide a report on each service complaint (oral or written), regardless of the source (i.e. employee, supervisor, dependent, etc.). A written summary of the facts and conclusions of the Contractor's investigation must be submitted to the Fire Department liaison within 10 working days of the reported incident. The report must include the following:

Date complaint reported

Source of complaint (in compliance with confidentiality requirements)  
Nature of complaint and findings  
Corrective action taken and/or planned

## **PART 4 – FORMAT**

### **4.1 Proposal Format and Structure**

All submissions must follow the submission guidelines below. The City reserves the right to reject proposals not in compliance with these requirements.

1. Use fonts no smaller than Times New Roman, 10 point. Maximum length including title page, the entire proposal, and appendices should not exceed 100 pages but may be required in some instances.
2. All pages must be numbered.
3. Address qualifications criteria in the order presented in PART 5 – PROPOSAL EVALUATION.
4. Major sections must have page breaks between them and the following sections.
5. The proposal must be signed and titled by a duly authorized representative of the Offeror.

In addition, the City requires that all proposals contain the following:

6. Title Page – Clearly label with the RFQ number, RFQ title, Offeror's name, mailing address, and fax number, and the name, telephone number, and email address of a contact person.
7. Table of Contents – Identify the page location of each major section.
8. Introduction – Provide brief narrative of background and general qualifications of the Offeror, including any experience with services/products similar in scope and/or size to those requested in this RFQ.
9. Offeror's Proposal – Include all pages from this Request for Qualifications in addition to any other materials submitted by the Offeror. State in succinct terms the Offeror's understanding of the services to be provided and how the Offeror anticipates being able to meet the scope of work as delineated within Part 3 Scope of Work.
10. Contract Clauses and Forms – Include all pages and completed forms. In addition to the above information, describe any prior or pending litigation, civil or criminal, involving a governmental agency or which may affect the performances of the services to be rendered. This includes any instances in which the Offeror or any of its employees, subcontractors, or sub-consultants is or has been involved within the last three years.
11. Client list – include points of contact and relevant information from three or more organizations that have used your company for similar products/services within the last three years.
12. Response must demonstrate your comprehension of the objectives and services from the RFQ. Do not merely duplicate the Scope of Work as presented within this RFQ.
13. Appendices – include any additional information that the Offeror deems important to the decision process but that is not specified elsewhere in the RFQ.

14. Identify by name and title the individual responsible for the administration of the project. (That is, the individual who has the responsibility to oversee the contract, not a firm's contract negotiator, etc.)
15. Identify the project organization and staffing. A project organizational chart is to be provided, along with resumes of the personnel assigned to the project. Level of staff for work to be performed under this Contract. Proposals must describe the work to be performed by the individuals you name to perform essential functions and detail their specific qualifications and substantive experience directly related to this RFQ. A response prepared specifically for this RFQ is required. Marketing resumes often include non-relevant information that may detract from the evaluation of a proposal. Lists of projects are not useful. Focus on individual's specific duties and responsibilities and how project experience is relevant to the requirements of this RFQ.
16. A list of references that can be contacted to discuss the performance on similar work. If available, provide a sample of comparable data your firm has generated for a similar project.

References that are not relevant to RFQ should not be included. Therefore, the References provided should be directly related to the requirements in the SOW. The City is particularly interested in government references. The City may obtain other information by sending out questionnaires and/or through other sources. References other than those identified by the Offeror may be contacted by the City with the information received used in the evaluation.

The Offeror shall provide references from at least three contracts, within the last three years that are similar in size, scope and complexity to Part 1 – Delinquent Tax Collection Services.

17. Additional Information. Offerors are asked not to include loose brochures (e.g. general marketing material). **BROCHURE MATERIAL WILL NOT BE CONSIDERED FOR REVIEW.** Only pertinent information should be submitted.

#### **4.2 Copies Required**

Paper – One (1) complete, original copy (signed in blue ink where required) and **Five (5) copies**, both contained in a single sealed submission. All responses shall contain those pages on which prices, other information, or signatures are required.

Electronic – One (1) electronic copy on a CD-ROM or flash drive. Format of the electronic copy must be either .doc (readable by Microsoft Word 2003 or 2007) or .pdf (readable by Adobe Reader 9). The content of the electronic file shall be an exact submission of the hard copies of the proposals (i.e., documents should bear signatures, where applicable and be filled out entirely). In event of discrepancy/conflict between the hard copy and electronic copy will govern.

#### **4.3 Term of Contract**

The term of this contract shall be for: **THIRTY-SIX (36) MONTHS** with a two (2) year option to extend under the same terms and conditions. The City Manager or designee may extend the option to extend.

#### **4.4 Proposal Cost**

A Fee Proposal will be requested from the highest ranked proposer.

**PAYMENT TERMS & CONDITIONS**

**NOTE:** All vendors must accept an ACH payment effective immediately. Vendors must fill-out the attached Accounts Payable Direct Deposit Sign-Up Form located in Part 6 of this document to facilitate the Automated Clearing House (ACH) payment process.

Prompt Payment:

Unless a prompt payment discount is offered and accepted by the City of El Paso, payments will be made to the Contractor within thirty (30) days following acceptance of goods or services, or receipt of a properly prepared invoice by the City Department identified in the Invoice Instructions set forth on the Purchase Order, whichever is later. Any discount for prompt payment will be calculated from the day goods or services are accepted or when a properly prepared invoice is received. Payments will be considered to have been made on the date of mailing (postmark) of the payment check or, for an electronic funds transfer, the specified payment date. Invoices are to be submitted in single copy to the appropriate Department.

Payment Terms: Please mark appropriate block.

- \_\_\_\_\_ % - 10 Days
- \_\_\_\_\_ % - 20 Days
- \_\_\_\_\_ % - 30 Days
- Net - 30 Days

**Late Payment fees will incur at the State of Texas statutory rate.**

**PART 5 - PROPOSAL EVALUATION**

**5.1 Evaluation Factors**

The proposal evaluation process is designed to award the contract, not necessarily to the Respondent of least cost, but rather to the Respondent with the best combination of attributes (i.e., qualifications and experience, cost) based upon the evaluation factors specifically established for this RFQ.

Respondents must provide all information outlined in the Evaluation Factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the Respondent’s information to the Evaluation Factors which will demonstrate the Respondent’s understanding of the Evaluation Factors and capacity to perform the required services of this Request for Proposals.

Proposals will be evaluated based on the following Evaluation Factors:

<b>EVALUATION FACTORS</b>	<b>MAXIMUM POINTS</b>
A. Experience & Qualifications	40 Points
B. Scope of Services	30 Points
C. Accessibility and Availability of Services	20 Points
D. References	10 Points
<b>TOTAL</b>	<b>100 Points</b>

**The establishment, application and interpretation of the above Evaluation Factors shall be solely within the discretion of The City of El Paso (“the City”).** The City reserves the right to determine the suitability of proposals on the basis of all these factors.

**5.2 Evaluation Factor Description**

**EVALUATION FACTOR A**

**Qualifications and Experience (Section 3.2).....40 Points**

The Service Provider shall identify the qualifications and experience of staff assigned to the contract as specified in the scope of work.

Minimum Requirements.....16 Points

Qualifications and Experience .....24 Points

**EVALUATION FACTOR B**

**Scope of Services (Section 3.3).....30 Points**

The Service Provider shall identify their scope of services as specified in the scope of work. Provide staff credentials for each service provided.

Counseling Services.....4 Points

Psychiatric and Psychological Services.....4 Points

Critical Incident Stress Debrief/CISM.....3 Points

Training and Education.....3 Points

Peer Support Team.....3 Points

EAP Communication/Awareness.....3 Points

Fitness for Duty Evaluations.....2 Points

Alternative Services.....3 Points

Substance Abuse Professional Services.....3 Points

Transition Planning and Reporting.....2 Points

**EVALUATION FACTOR C**

**Accessibility and Availability of Service (Section 3.4).....20 Points**

The service provider shall identify its accessibility, referral process and availability of service as specified in the scope of work.

Minimum Requirements.....12 Points

Access and Availability.....8 Points

**EVALUATION FACTOR D**

**References (Section 3.5).....10 Points**

The service provider shall identify its references as specified in the scope of work.

References.....5 Points

Minimum Requirements.....5 Points

**MAXIMUM TOTAL POSSIBLE POINTS.....100 Points**

**5.3 Evaluation and Award Process-General Information**

- A. All offers are subject to the terms and conditions of this solicitation. Material exceptions to the terms and conditions, or failure to meet the City's minimum specifications, shall render the offer non-responsive to the solicitation.
- B. Any award made under this solicitation shall be made to the Offeror who provides goods or services, other than professional services as defined by Section 2254.002 of the Government Code, that are determined to be the most advantageous to the City. Factors to be considered in determining the proposal most advantageous to the City are included below.
- C. After the highest ranked offeror is selected by the evaluation committee, prompt payment discounts will be considered when making a determination that the negotiated price is fair and reasonable, providing the City is allowed at least ten (10) days in which to take advantage of the discount.
- D. As part of the requirement to establish the responsibility of the Offeror, the City of El Paso may perform a price analysis to determine the reasonableness of the price(s) of the highest ranked Offeror's professional services. Prices that that appear to be unreasonably low may be determined to be evidence that pricing is not fair and reasonable and cause the Offer to be rejected.

**5.1.1 Evaluation and Award Process**

- A. An Evaluation Committee shall be established to evaluate responses based solely on the Evaluation Factors set forth below. Factors not specified in the RFQ will not be considered. The City reserves the right to waive any minor irregularities or technicalities in the offers received. Responses will be evaluated on an individual basis against the requirements stated in the RFQ.
- B. Minor problems of completeness or compliance may be called to the attention of Offerors for clarification. Substantial deviations from specifications or other requirements of this RFQ will result in disqualification of an offeror's response.
- C. Award of a contract for professional services will be made on the basis of demonstrated competence and qualifications to perform the services and for a fair and reasonable price. Detailed evaluation of the responses to this RFQ will involve a determination of the most favorable combination of various elements contained in this RFQ.
- D. During the evaluation process, the City reserves the right, where it may serve in the City's best interest, to request additional information or clarifications from Offerors, or to allow corrections of errors or omissions.

- E. All responses meeting the minimum specifications of the scope of work will be ranked based on the evaluation criteria listed. After initial evaluations, the Evaluation Committee will determine a ranking...
- F. At the completion of the evaluation period, the City will enter into negotiations with the highest ranked offeror. If the City cannot come to an agreement with that offeror it will formally end negotiations with that respondent and begin negotiations with the next highest ranked respondent.
- G. The City reserves the right to negotiate the final scope of services, price, schedule, and any and all aspects of this solicitation with the highest ranked respondent.
- H. Responses to this RFQ that are considered non-responsive will not receive consideration. The City reserves the right at any time during the evaluation process to reconsider any proposal submitted. It also reserves the right to meet with any Respondent at any time to gather additional information. Furthermore, the City reserves the right to delete, add or modify any aspect of this procurement through competitive negotiations up until the final contract signing.
- I. The successful Offeror's response to this RFQ will be incorporated into the final contract. Any false or misleading statements found in the proposal will be grounds for disqualification or contract termination. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this RFQ, unless clearly and specifically noted in the proposal and confirmed in the contract between the City and the Offeror selected.
- J. The City reserves the right to award this contract to one Respondent or to make multiple awards. The city may reject any or all offers if such action is in the City's interest, award, waive informalities and minor irregularities in offers received, and award all or part of the requirements stated.

## **PART 6 - MANDATORY SUBMITTALS**

- 6.1 Business Information Certification
- 6.2 Non-Collusion and Business Disclosure Affidavit
- 6.3 Indebtedness Affidavit
- 6.4 Direct Deposit Sign-up Form

## Responsibility Determination

The responsibility determination includes consideration of a Respondent's integrity, compliance with public policy, past performance with the City (if any), financial capacity and eligibility to perform government work (e.g., debarments/suspension from any Federal, State, or local government). The City reserves the right to perform whatever research it deems appropriate in order to access the merits of any Respondent's proposal.

### A. Financial Capacity Determination

#### FINANCIAL INFORMATION

**Financial Statements.** Please provide financial statements for your organization for at least the last two (2) fiscal years as follows:

If a **publicly** held organization:

- (1) Consolidated financial statements as submitted to the Securities and Exchange Commission (SEC) on Form 10K.
- (2) The most recent Forms 100 since the last Form 10K was submitted.
- (3) Any Form 8K's in your last fiscal year.

If a **privately** held organization:

- (1) Balance sheet for your last two fiscal years certified by an independent Certified Public Accountant.
- (2) Statement of income of your last two fiscal years certified by an independent Certified Public Accountant.

Management discussion and analysis of your organization's financial condition for the last two years indicating any changes in your financial position since the certified statements were prepared.

If not considered proprietary, any recent Management Letters.

#### **Evidence of Financial Responsibility.**

Submit evidence of financial responsibility. This may be a credit rating from a qualified firm preparing credit rating or a bank reference.

The City reserves the right to confirm and request clarification of all financial information provided (including requesting audited financial statements certified by an independent Certified Public Accountant), or to request documentation of the Offeror's ability to comply with all of the requirements in the Proposal Documents.

Incomplete disclosures may result in a proposal being deemed non-responsive.

Note: Dun & Bradstreet has the capability to obtain information on past performance on specific contractors. Accordingly, the Airport may require Offerors to provide a copy of a recent past performance report prepared by Dun & Bradstreet. The Past Performance Evaluation Report provided to the Offeror by Dun & Bradstreet shall be submitted, not later than 14 calendar days after request by the City. The Offeror shall be responsible for the cost of Dun & Bradstreet's preparation of the report.

## **B. Technical Capacity Determination**

The City may conduct a survey relating to the Respondent's record of performance on past and present projects that are similar to the scope of work identified in this RFQ, which may include services/projects not identified by the Respondent. The City reserves the right to perform whatever research it deems appropriate in order to assess the merits of any Respondent's proposal. Such research may include, but not necessarily be limited to, discussions with outside Respondents, interviews and site visits with the Respondent's existing clients and analysis of industry reports. The City will make a finding of the Respondent's Technical Resources/Ability to perform the RFQ scope of work based upon the results of the survey.

A Respondent will be determined responsible if the City determines that the results of the Technical Resources/Ability survey reflect that the Respondent is capable of undertaking and completing the RFQ scope of work in a satisfactory manner.



## **BUSINESS INFORMATION CERTIFICATION**

Mark all that apply.

- |   |  |
|---|--|
| <input type="checkbox"/> Manufacturer or Producer | <input type="checkbox"/> Disadvantaged Business Enterprise   |
| <input type="checkbox"/> Wholesaler               | <input type="checkbox"/> Asian - Pacific American  |
| <input type="checkbox"/> Retailer                 | <input type="checkbox"/> Black American  |
| <input type="checkbox"/> Franchised Distributor   | <input type="checkbox"/> Hispanic American   |
| <input type="checkbox"/> Factory Representative   | <input type="checkbox"/> Native American   |
| <input type="checkbox"/> Other _____              | <input type="checkbox"/> Woman Owned Business  |
| <input type="checkbox"/> Large Business           | <input type="checkbox"/> Handicapped   |
| <input type="checkbox"/> Small Business           | <input type="checkbox"/> Local Business Enterprise   |
|   | <input type="checkbox"/> HUB State Certified Historically Underutilized Business<br>(please furnish copy of Certification) |

**SMALL BUSINESS CONCERN:** Less than \$1,000,000.00 in annual receipts or fewer than one hundred [100] full time employees.

**DISADVANTAGED BUSINESS ENTERPRISE:** At least fifty-one percent [51%] owned by one or more socially disadvantaged individuals, or a publicly held corporation with at least fifty-one percent [51%] of the stock owned by one or more such individuals.

**WOMAN-OWNED BUSINESS:** At least fifty-one percent [51%] owned by a woman, or women, who also control and operate the business. "Control" in this context means making policy decisions. "Operate" in this context means actively carrying on day to day management

**HANDICAPPED:** At least fifty-one percent [51%] owned by a person or persons with an orthopedic, otic [hearing], optic [visual], or mental impairment which substantially limits one or more of their major life activities.

**LOCAL BUSINESS:** A business with a Tier 1 or Tier 2 principal place of business within the incorporated city limits of El Paso, Texas.

**HUB [HISTORICALLY UNDERUTILIZED BUSINESS]:** A Business Enterprise, which has been granted a Certificate by the State of Texas, as a Historically Underutilized Business. The City of El Paso utilizes information on Historically Underutilized Businesses (HUB), from the State of Texas Comptroller of Public Accounts (CPA), HUB Program, 1711 San Jacinto Ave, P.O. Box 13186, Austin, Texas 78711. The City encourages you to contact the State if you feel you may qualify.

I certify that the foregoing information is a full, true and correct statement of the facts.

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Signature of Person Authorized to Sign Application

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Title

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Date



**City Of El Paso  
PURCHASING & STRATEGIC SOURCING DEPARTMENT**

**NON-COLLUSION AND BUSINESS DISCLOSURE AFFIDAVIT**

**THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE**

Before me, the undersigned official, on this day, personally appeared \_\_\_\_\_, a person known to me to be the person whose signature appears below; whom after being duly sworn upon his/her oath deposed and said:

1. I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.
2. I am a duly authorized representative of the following company or firm (the "Offeror") which is submitting a response to *2016-1029R Stress Management for Firefighters – Fire Department*:

\_\_\_\_\_ (Name of Offeror).

3. **BY SUBMITTING THIS BID, I CERTIFY THAT OFFEROR AND ITS AGENTS, OFFICERS OR EMPLOYERS HAVE NOT DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENTS, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS PROPOSAL OR WITH ANY CITY OFFICIAL.**

4. I have listed in ***Paragraph 10*** below all the names the Offeror uses and has used in the past and certify that I have disclosed all such names, including any assumed (DBA) names.

5. **Certificate of Organization.** In completing this Affidavit, I have attached a copy of the organization certificate issued by the Secretary of State of the state in which the company was organized (i.e. Certificate of Formation, Certificate of Good Standing, Statement of Operation or Registration and/or a copy of Assumed Name Certificate if the Offeror/Offeror used a trade name in the Solicitation documents is other than the name under which company was organized).

6. **Material Change in Organization or Operation.** *Except as described in Paragraph 10 below*, I certify that Offeror is not currently engaged nor does it anticipate that it will engage in any negotiation or activity that will result in the merger, transfer of organization, management reorganization or departure of key personnel within the next twelve (12) months that may affect the Offeror's ability to carry out the contract with the City of El Paso.

7. **Debarment/Suspension.** *Except as described in Paragraph 10 below*, I certify that Offeror and its subcontractors, officers or agents are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any covered transactions by any federal, state or local department or agency. If such an event has occurred, state in ***Paragraph 10*** below, the reason for or the circumstances surrounding the debarment or suspension, including but, not limited to, the name of the governmental entity, the period of time for such debarment or suspension and provide the name and current phone number of a governmental contact person familiar with the debarment or suspension.

I understand the Offeror is obligated to immediately inform the City in the event that the Offeror is included in such a debarment/suspension list during the performance of this Contract with the City of El Paso.

8. **Default/Termination of Contracts.** *Except as described in Paragraph 10 below*, I certify that, within the last 24 months, there are no Contract(s) between the Offeror and a governmental entity that have been terminated, with or

without the Offeror's default. If such a contract has been terminated within the last 24 months, state in **Paragraph 10** below the reason for or circumstances surrounding the termination.

9. **Taxpayer Identification**. In completing this Affidavit, I have also attached a copy of a completed Form W-9 that shows the Offeror's taxpayer identification number (Employer Identification Number or Social Security Number). I understand that failure to provide this information may require the City to withhold 20% of payments due under the contract and pay that amount directly to the IRS.

10. Additional Information (state the number of paragraph above which corresponds to the information provided)

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*(Attach additional pages if needed)*

**Attached are the following:**

- Certificate of Organization (required by **Paragraph 5**)
- Taxpayer Identification (required by **Paragraph 9**)

**I understand that by providing false information on this Affidavit, I could be found guilty of a Class A misdemeanor or state jail felony under the Texas Penal Code, Section 37110. In addition, by providing false information on this Affidavit, the Offeror it could be considered not responsible on this and future solicitations, and such determination could result in the discontinuation of any/all business or contracts with the Offeror by the City of El Paso.**

\_\_\_\_\_  
Signature

SUBSCRIBED AND SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Commission Expires



**City Of El Paso  
PURCHASING & STRATEGIC SOURCING DEPARTMENT**

**INDEBTEDNESS AFFIDAVIT**

**THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE**

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_ [FULL NAME] (hereafter “**Affiant**”), a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed stated as follows:

1. Affiant is authorized and competent to give this affidavit and has personal knowledge of the facts and matters herein stated.
2. Affiant is an authorized representative of the following company or firm: \_\_\_\_\_ [Contracting Entity’s Corporate or Legal Name] (hereafter, “**Contracting Entity**”).
3. Affiant is submitting this affidavit in response to the following bid: *Solicitation No. 2016-891R Delinquent Tax Collection Services – Tax Office*, which is expected to be in an amount that exceeds \$50,000.00.
4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

**For Profit Entity (select below):**

- Sole Proprietorship
- Corporation
- Partnership
- Limited Partnership
- Joint Venture
- Limited Liability Company
- Other (Specify type in space provided below):  
\_\_\_\_\_

**For Non-Profit Entity or Other (select below):**

- Non-Profit Corporation
- Unincorporated Association

5. The information shown below is true and correct for the Contracting Entity. If Contracting Entity is a sole proprietorship or partnership, list all owners of 5% or more of the Contracting Entity. Where the Contracting Entity is an unincorporated association, the required information has been shown for each officer. [Note: In all cases, use FULL name, business and residence addresses and telephone numbers.]

**Contracting Entity:**

Name	
Business Address [No./Street]	
City/State/Zip Code	
Telephone Number	
Resident Address (if applicable)	
City/State/Zip Code	
Telephone Number	
Federal Tax ID Number	
Texas Sales Tax Number	

**5% Owner(s) or Officers of Unincorporated Association \*\* (If none, state "None"):**

Name	
Business Address [No./Street]	
City/State/Zip Code	
Telephone Number	
Resident Address (if applicable)	
City/State/Zip Code	
Telephone Number	

\*\*Attach additional pages if necessary to supply the required names and addresses.

6. Affiant understands that in accordance with Ordinance No. 016529 of the City of El Paso (the "**City**"), the City may refuse to award a contract to or enter into a transaction with Contracting Entity that is an apparent low Offeror or successful Offeror that is indebted to the City.
7. Affiant understands that the term "**Debt**" shall mean any sum of money, which is owed to the City by a Contracting Entity, Owner, or Vendor, that exceeds one hundred dollars (\$100.00) and that has become Delinquent, as defined hereinafter. Such Debt shall include but not be limited to: (i) property taxes; (ii) hotel/motel occupancy taxes; and (iii) license and permit fees.
8. Affiant understands that the term "**Delinquent**" shall mean any unpaid Debt that is past due for sixty (60) days or more and, which is not currently subject to challenge, protest, or appeal.
9. Affiant represents that to the best of its knowledge, the Contracting Entity is not indebted to the City in any amounts as described in Item No. 7 above, as of the date of the submittal. If the Contracting Entity is indebted to the City, the following represents the type and estimated amount of indebtedness:  
  
\_\_\_\_\_

10. If the Contracting Entity is indebted to the City, describe any payment arrangements that have been entered into to settle the Debt.  
  
\_\_\_\_\_

11. In the event that the City refuses to do business with a Contracting Entity due to any indebtedness listed above or as determined by the City Financial Services Department, the Contracting Agency may appeal this determination in accordance with the appeal regulations in Ordinance 016529.

**Affiant certifies that he is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein; and that the information provided herein is true and correct to the best of Affiant's knowledge and belief. Affiant understands that providing false information on this form shall be grounds for debarment and discontinuation of any/all business with the City of El Paso.**

\_\_\_\_\_  
Signature

SUBSCRIBED AND SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Commission Expires

**CITY OF EL PASO PURCHASING DEPARTMENT  
VENDOR INFORMATION FORM**

**This form must be accompanied by an IRS Form W-9 and Conflict of Interest Questionnaire.**

\_\_\_ Add \_\_\_ Update \_\_\_ Inactivate \_\_\_ Vendor \_\_\_ Contractual Employee \_\_\_ City of El Paso Employee

Send To: Suky Flores, Sr. Office Asst. – Purchasing Telephone #: 915-541-4179 Fax #: 915-541-4347

From: Name: \_\_\_\_\_ City Department: \_\_\_\_\_ Tel. # \_\_\_\_\_

**VENDOR SALES ADDRESS:** If same as W-9 check box

Company Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

Telephone # (\_\_\_\_\_) \_\_\_\_\_ Fax # (\_\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Web Page: \_\_\_\_\_

**VENDOR STATUS:**

- (Yes \_\_\_) (No \_\_\_) Small business concern (Less than \$1,000,000.00 Annual Receipts or 100 employees.)  
(Yes \_\_\_) (No \_\_\_) Disadvantage business concern (At least 51% owned by one or more socially disadvantaged individuals: or, a publicly-owned business at least 51% of the stock owned by one or more of such individuals.) If your company is certified please send us a photo copy. We must have an updated copy of the certificate on file. DBES include (Please mark one):  
( \_\_\_ ) Black Americans ( \_\_\_ ) Hispanic Americans  
( \_\_\_ ) Native Americans ( \_\_\_ ) Asian-Pacific Americans  
(Yes \_\_\_) (No \_\_\_) Woman-owned business (At least 51% owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.)  
(Yes \_\_\_) (No \_\_\_) Handicapped (At least 51% owned by a person or persons with an orthopedic, hearing, mental or visual impairment which substantially limits one of more of his/hers/their major life activities.)  
(Yes \_\_\_) (No \_\_\_) Local business enterprise (At least 51% of which is owned by a resident or residents of El Paso County and the principal place of business is in El Paso County.)  
(Yes \_\_\_) (No \_\_\_) Hub (Historically underutilized business) If your company is certified please send us a photo copy. We need to have an updated copy of the certificate on file.

**CITY OF EL PASO EMPLOYEES** (IRS-Withholding not required for the following items)

\_\_\_ Pension \_\_\_ Refund \_\_\_ Mileage \_\_\_ Reimbursement \_\_\_ Settlement \_\_\_ Travel Request \_\_\_ Tuition Reimbursement

**CONTRACTUAL EMPLOYEES OR VENDORS**

- Based on W-9, Individual/Sole Proprietor or Partnership are marked as withholding. Corporation is not marked as withholding.
- Vendors for Rent, Medical Services, Attorney Fees are **always** marked as withholding, even if they are a Corporation

**IRS-Withholding required information – Mark one of the following which applies to the type of payment that will be made to the vendor: (Incomplete forms will be returned to requester),**

- |   |   |
|---|---|
| ___ Wages (Withholding / Default Class 7)                           | ___ Juror (No Withholding / No Default Class)       |
| ___ Goods (No Withholding / No Default Class)                       | ___ Services (Withholding / Default Class 7)        |
| ___ Settlement / Attorney Proceeds (Withholding / Default Class 14) | ___ Rental Property (Withholding / Default Class 1) |
| ___ Medical & Healthcare (Withholding / Default Class 6)            | ___ Stipend (No Withholding / No Default Class)     |
| ___ Garnishment Vendor (No Withholding / No Default Class)          | ___ Corporation (No Withholding / No Default Class) |





**City of El Paso**  
**ACCOUNTS PAYABLE**  
**DIRECT DEPOSIT SIGN-UP FORM**

This form is used to collect important information to enroll, update or change your Direct Deposit request. Please complete and return to the Purchasing & Strategic Sourcing Department; see contact information provided below. For assistance, please call 915-212-1185.

**Part I – Vendor / Employee Information**

Name of Payee (Print): \_\_\_\_\_  
Federal Taxpayer ID Number or Employee KRONOS ID#: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, and Zip Code: \_\_\_\_\_  
Telephone/E-mail: \_\_\_\_\_

**Part II – Direct Deposit Information**

Action Requested:       Start Direct Deposit     Stop Direct Deposit     Change Direct Deposit  
Name of Financial Institution: \_\_\_\_\_  
Routing Number (must be nine digits): \_\_\_\_\_  
Bank Account Number: \_\_\_\_\_  
Account Type:                       Checking     Savings

*For convenience, you may attach a voided check.*

*Do not use a deposit slip as some banking institutions do not display the correct routing number on deposit slips.*

**Part III – Terms and Conditions**

I hereby authorize and request the City of El Paso to initiate credit entries and if necessary, a debit entry in accordance with National Automated Clearing House Association (NACHA) rules reversing a credit entry made in error, to my account at the financial institution named. The electronic payment is to remain in effect until withdrawn by written notification to the City of El Paso. Funds that are sent to a closed bank account are returned by the banking institutions within five (5) business days. Re-issued payments will be made when funds are returned to City of El Paso.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Purchasing & Strategic Sourcing Department  
300 N. Campbell, 1<sup>st</sup> floor – EL PASO TX 79901  
Fax 915-212-0044  
Email: MatamorosML@elpasotexas.gov





## ATTACHMENT A CONTRACT CLAUSES

### 1. TYPE AND TERM OF CONTRACT

This is a Best Value Contract under which the City shall order all of its supplies and/or services described in Section A from the successful bidder, hereinafter referred to as the Contractor, for the duration of the contract.

In the event the City has not obtained another service contractor by the expiration date of the term contract, the City, at its discretion, may extend the contract on a month-to-month basis not to exceed six (6) months until such time as a new contract is awarded.

The term of this agreement shall be for THIRTY-SIX (36) MONTHS commencing on the date the Contractor receives a written NOTICE OF AWARD. Delivery of the NOTICE OF AWARD shall be by email or US Postal Service.

### 2. INVOICES & PAYMENTS

- A. The Contractor will submit invoices, in single copy, on each contract after each delivery. Invoices covering more than one purchase order will not be accepted.
- B. Invoices will be itemized, including serial number of unit; transportation charges, if any, will be listed separately.
- C. Invoices will reflect the Contract Number and the Purchase Order Number.
- D. Do not include Federal Tax, State Tax, or City Tax. The City will furnish a tax exemption certificate upon request.
- E. Discounts will be taken from the date of receipt of goods or date of invoice, whichever is later.
- F. A copy of the bill of lading and the freight waybill when applicable will be attached to the invoice.
- G. Payment will not be due until the above instruments are submitted after delivery and acceptance.
- H. Mail invoices to the City Department indicated in the Invoice Instructions set forth on the Purchase Order.
- I. Contractor shall advise the Comptroller of any changes in its remittance addresses.

### 3. CONTRACTUAL RELATIONSHIP

Nothing herein will be construed as creating the relationship of employer and employee between the City and the Contractor or between the City and the Contractor's employees. The City will not be subject to any obligations or liabilities of the Contractor or his employees incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein will constitute or designate the Contractor or any of his employees as employees of the City. Neither the Contractor nor his employees will be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

### 4. INDEMNIFICATION [Rev. 04-15-99] [Rev. 01-04-04]

Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.

### 5. GRATUITIES

The City may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City of El Paso with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

### 6. WARRANTY-PRICE

- A. The price to be paid by the City will be that contained in the Contractor's bid which the Contractor warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty the prices of the items will be reduced to the Contractor's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.
- B. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage,

brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the City will have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

#### 7. RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

#### 8. TERMINATION [Rev. 06/07/97]

##### A. Termination for Convenience

The City of El Paso may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor will be paid its costs, including the contract close out costs, and profit on work performed up to the time of termination. The Contractor will promptly submit its termination claim to the City of El Paso to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of El Paso, the Contractor will account for the same, and dispose of it in the manner the City of El Paso directs.

##### B. Termination for Default

If the Contractor fails to comply with any provision of the contract the City of El Paso may terminate this contract for default. Termination shall be effected by serving a notice of intent to terminate the contract setting forth the manner in which the Contractor is in default. The Contractor will be given an opportunity to correct the problem within a reasonable time before termination notice is rendered. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. The City shall have the right to immediately terminate the Contract for default if the Contractor violates any local, state, or federal laws, rule or regulations that relate to the performance of this Agreement.

#### 9. ADDITIONAL REMEDIES [New 12/96]

If the City terminates the contract because the Contractor fails to deliver goods as required by the contract, the City shall have all of the remedies available to a buyer pursuant to the *UNIFORM COMMERCIAL CODE* including the right to purchase the goods from another vendor in substitution for those due from the Contractor. The cost to cover shall be the cost of substitute goods determined by informal or formal procurement procedures as required by the Local Government Code. The City may recover the difference between the cost of cover and the contract cost by deducting the same from amounts owed to Contractor for goods delivered prior to termination or any other lawful means.

#### 10. TERMINATION FOR DEFAULT BY CITY [Rev. 06/09/97]

If the City fails to perform any of its duties under this contract, Contractor may deliver a written notice to the PURCHASING DIRECTOR describing the default, specifying the provisions of the contract under which the Contractor considers the City to be in default and setting forth a date of termination not sooner than 90 days following receipt of the Notice. The Contractor at its sole option may extend the proposed date of termination to a later date.

If the City fails to cure such default prior to the proposed date of termination, Contractor may terminate its performance under this Contract as of such date.

#### 11. FORCE MAJEURE [Rev. 06/07/97]

If, by reason of Force Majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this Contract then such party will give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, will be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party will try to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty days after the event or cause relied upon, then upon written notice after the thirty (30) days, the affected party shall be excused from further performance under this contract.

#### 12. ASSIGNMENT-DELEGATION

No right or interest in this contract will be assigned or delegation of any obligation made by the Contractor without the written permission of the City. Any attempted assignment or delegation by the Contractor will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

#### 13. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

#### 14. INTERPRETATION-PAROL EVIDENCE

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

#### 15. APPLICABLE LAW

The law of the State of Texas will control this contract along with any applicable provisions of Federal law or the City Charter or any ordinance of the City of El Paso.

16. ADVERTISING

Contractor will not advertise or publish, without the City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

17. AVAILABILITY OF FUNDS

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available the contract may be terminated or the scope may be amended. A 30-day written notice will be given to the vendor and there will be no penalty nor removal charges incurred by the City.

18. VENUE

Both parties agree that venue for any litigation arising from this contract will lie in El Paso, El Paso County, Texas.

19. ADDITIONAL REMEDY FOR HEALTH OR SAFETY VIOLATION

If the Purchasing Director determines that Contractor's default constitutes an immediate threat to the health or safety of City employees or members of the public he may give written notice to Contractor of such determination giving Contractor a reasonable opportunity to cure the default which shall be a period of time not less than 24 hours. If the Contractor has not cured the violation within the time stated in the notice, the City shall have the right to

terminate the contract immediately and obtain like services as necessary to preserve or protect the public health or safety from another vendor in substitution for those due from the Contractor at a cost determined by reasonable informal procurement procedures. The City may recover the difference between the cost of substitute services and the contract price from Contractor as damages. The City may deduct the damages from Contractor's account for services rendered prior to the Notice of Violation or for services rendered by Contractor pursuant to a different contract or pursue any other lawful means of recovery. The failure of the City to obtain substitute services and charge the Contractor under this clause is not a bar to any other remedy available for default.

20. COMPREHENSIVE GENERAL LIABILITY INSURANCE

For the duration of this contract and any extension hereof, Contractor shall carry in a solvent company authorized to do business in Texas, comprehensive general liability insurance in the following amounts:

- \$1,000,000.00 – Per Occurrence
- \$1,000,000.00 – General Aggregate
- \$1,000,000.00 – Products/Completed Operations-Occurrence & Aggregate

With respect to the above-required insurance, the City of El Paso and its officers and employees shall be named as additional insured as their interests may appear. The City shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at

least fifteen (15) calendar days prior to the expiration or cancellation of any such policies.

Notices and Certificates required by this clause shall be provided to:

City of El Paso  
PURCHASING & STRATEGIC SOURCING DEPARTMENT  
300 N. Campbell, 1<sup>st</sup> Floor  
El Paso, Texas 79901-1153  
Attn: Paula Beard, Procurement Analyst

Please refer to Bid Number/Contract Number and Title in all correspondence.

**Failure to submit insurance certification may result in contract cancellation.**

21. WORKERS' COMPENSATION

For the duration of this contract and any extension hereof, Contractor shall carry Workers' Compensation and Employers' Liability Insurance in the amount required by Texas law: \$500,000.00. Out-of-state Contractors that provide goods through US mail, UPS, etc. are exempt from this requirement.

22. CONTRACT ADMINISTRATION

The point of contact for the administration of this Contract, on behalf of the City of El Paso, is:

Purchasing & Strategic Sourcing Department  
Paula Beard  
Telephone: (915) 212-1192  
Fax: (915) 212-0044  
Email: NAME [beardpx@elpasotexas.gov](mailto:beardpx@elpasotexas.gov)

Note any contact with the Contract Administrator prior to award of this contract is a violation of the Cone of Silence (2.3.1 Cone of Silence/Anti Lobbying Policy) and your submission may be subject to disqualification.

Mail correspondence should be addressed to:

City of El Paso  
PURCHASING & STRATEGIC SOURCING DEPARTMENT  
300 N. Campbell, 1<sup>st</sup> Floor  
El Paso, TX 79901-1153  
Attn: Paula Beard, Procurement Analyst

Please refer to Bid Number/Contract Number and Title in all correspondence.

23. COMPLIANCE WITH NON-DISCRIMINATION LAWS

The Contractor agrees that it, its employees, officers, agents, and subcontractors, will comply with all applicable federal and state laws and regulations and local ordinances of the City of El Paso in the performance of this Contract, including, but not limited to, the American with Disabilities Act, the Occupational Safety and Health Act, or any environmental laws.

The Contractor further agrees that it, its employees, officers, agents, and subcontractors will not engage in any employment practices that have the effect of discriminating against employees or prospective employees because of sex, race, religion, age, disability, ethnic background or national origin, or political belief or affiliation of such person, or refuse, deny, or withhold from any person, for any reason directly or indirectly, relating to the race, gender, gender identity, sexual orientation, color, religion, ethnic background or national

origin of such person, any of the accommodations, advantages, facilities, or services offered to the general public by place of public accommodation.

#### 24. RIGHT TO AUDIT

The Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and copy any directly pertinent books, computer and digital files, documents, papers, and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the City shall have access during normal working hours to all necessary Contractor facilities, and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits. The City will pay Contractor for reasonable costs of any copying the City performs on the Contractor's equipment or requests the Contractor to provide. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

The Contractor agrees that it will include this requirement into any subcontract entered into in connection with this Contract.

#### 25. COOPERATIVE PURCHASING

When stated specifically in the solicitation, the City of El Paso may participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more other public bodies or agencies of the State of Texas for the purpose of combining requirements to increase the efficiency or reduce administrative expenses. The Contractor must deal directly with each participating governmental entity named in the solicitation concerning the placement of orders, issuance of the purchase order, insurance certificates, contractual disputes, invoicing and payment or any other terms or conditions the participating agency may require. The actual utilization of this contract award by the participating governmental entity is at the sole discretion of that participating entity.

The City of El Paso is acting on behalf of the participating governmental agency for the sole purpose of complying with Texas competitive bidding requirements and shall not be held liable for any costs, damages, etc. incurred by the Contractor with regard to any purchase by the participating agency. The City of El Paso shall be legally responsible only for payment for goods and services in the quantities detailed in the City's own purchase order or contract.