



Paso del Norte Health Information Exchange (PHIX)  
100 S Alto Mesa, El Paso, Texas 79912 | Phone (915) 242-0674

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## Notice to Interested Parties

The Paso del Norte Health Information Exchange (dba PHIX) will receive Sealed Proposals (Request for Proposals) for **RFP 22-01 Custom Programming to Support Syndromic Surveillance System**, until 3:00pm MST on February 15<sup>th</sup>, 2023. All submissions will be opened and name of supplier read aloud and recorded on video at 9:00am MST on Wednesday, February 15<sup>th</sup>, 2023. Submission must be hardcopy.

Hardcopies must be submitted to PHIX at 100 S Alto Mesa, El Paso, TX 79912. *Hardcopy submissions only:*

***RFP MUST BE IN A SEALED ENVELOPE AND MARKED:***  
*“RFP to be opened Wednesday, February 15<sup>th</sup>, 2023 at 9:00am MT  
RFP 22-01 Custom Programming to Support Syndromic Surveillance System”*

**Solicitation documents are attached herein.** Any questions by interested vendors must be emailed to [info@phixnetwork.org](mailto:info@phixnetwork.org) before Monday, January 30<sup>th</sup> at 3:00pm MST. The Subject Line should be **“RFP 22-01 Custom Programming to Support Syndromic Surveillance System.”** Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.

Award shall be based on the review of scope of services, qualifications, and price. PHIX RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND WAIVE TECHNICALITIES.

Upon award, items or services shall not be ordered until a contract is complete and a Purchase Order is issued by PHIX. Payment will not be made on items or services delivered without a Purchase Order. Payment shall be made through PHIX funds after completion of goods or services at intervals determined by PHIX. Purchase Orders will be issued as required.

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

EMILY HARTMANN  
Executive Director

# **Custom Programming to Support Syndromic Surveillance System**

**RFP 22-01**



**Opening Date  
January 17<sup>th</sup>, 2023**

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## Specifications/ Scope of Work

### **PROJECT OVERVIEW**

The Paso del Norte Health Information Exchange (PHIX) is seeking a “Vendor/Partner” to enter into a contract for custom programming to support the development of a syndromic surveillance system. PHIX will award a vendor who serves the best interest of PHIX.

### **About PHIX: Overview**

PHIX is a 501(c)3 non-profit organization that facilitates data sharing between hospitals, clinics, laboratories, public health, and other health and social service providers using health information exchange technology. Hospitals and providers in our region serve patients from El Paso County, TX (population approximately 836,000), Dona Ana County, NM (population approximately 214,000), Otero County, NM (population approximately 66,000), and Grant County, NM (population approximately 28,000). Additionally, many patients from Ciudad Juarez, Mexico come to the United States for health care.

PHIX currently receives data from a number of different hospitals, clinics, and laboratories as described below.

- **Hospital Systems:** PHIX is currently connected to 11 hospitals via 5 separate integrations. These hospitals send real-time data in HL7 format. The HL7 message content includes Admission Discharge Transfer (ADT), transcription, radiology, pathology, and lab. PHIX partner hospitals total approximately 2,252 staffed beds.
- **Outpatient Providers:** PHIX is currently has integrations with 25 outpatient clinics, 3 mental health clinics, 2 radiology clinics, 2 post-acute care providers, and various public health initiatives (including COVID19 vaccination sites). Most of PHIX’s outpatient partners have multiple locations.

Many of PHIX’s outpatient partners are not able to provide real-time HL7 data. As a result, PHIX works with each outpatient partner to extract data in any format we can (eg, csv files, txt files, CCDs). We leverage custom program to create HL7 from these disparate data formats, which is stored locally by PHIX.

- **Laboratories:** PHIX currently has connections with 6 laboratories, including both local and national laboratories.
- **State and National Connections:** PHIX is participating in the eHealth Exchange Hub. Our connections to the Veterans Administration and Department of Defense through the eHealth Exchange are particularly important to our community. PHIX is also connected to the Texas Prescription Monitoring Program through Bamboo Health (formerly known as Appriss).

PHIX also seeks to serve other organizations in the El Paso region as well as southern New Mexico and west Texas.

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## **About PHIX: Technology**

PHIX's technology stack includes Linux, Apache, and MySQL. Programming languages used by PHIX include GNU COBOL, HTML, PHP, and Python.

Clinical data is stored by PHIX in HL7 format as complete messages. Additionally, HL7 segments are stored in a discrete MySQL database.

Clinical data must be protected per HIPAA, and PHIX has Privacy and Security Policies that align with HIPAA and other relevant regulatory requirements.

PHIX's clinical database currently includes data on approximately 1.4 million patients.

## **About PHIX: Emergency Response Support**

Today, PHIX has moved beyond seamlessly exchanging data between providers at the point of care to ensuring equitable healthcare delivery strategy. Whether it be ensuring that the providers caring for the 10,000 Afghanee refugees needing urgent health care (e.g., pre-natal, mental health) had access to their medical records, or protecting those in El Paso homeless shelters during the COVID-19 pandemic, PHIX spearheaded rapid community solutions. Unlike many other HIEs, PHIX leverages custom programming to develop and implement rapid, custom solutions to meet community needs. For example, PHIX leveraged custom programming to develop an electronic lab ordering and results system for the City of El Paso Department of Public Health Laboratory in three weeks at the beginning of the COVID19 pandemic.

## **Project Overview: Syndromic Surveillance**

There is no current way to *anticipate potential outbreaks* at a community level in El Paso County. For this reason, El Paso County is providing American Rescue Plan Act (ARPA) funding to PHIX to develop the first syndromic surveillance system in El Paso County, identifying trends in key syndromes being recorded daily. This early forecasting process would ensure hospital systems are not left to react to widespread infection, over-running our care systems and putting public health leaders in precarious positions should our community not have enough medical equipment, trained staff, or facilities to assist those in need.

Syndromic surveillance systems are long-standing tools that can be used to improve detection of potential outbreaks, large or small. These types of systems secured the nation's interest following 9/11 when the government began to invest in combatting bioterrorism. Disease experts have dedicated efforts to track potential threats by aggregating data from emergency rooms. This process was helpful in deterring misdiagnosis of anthrax or swine flu as a typical flu strain during the early to mid-2000s.

The uniqueness of the El Paso syndromic surveillance forecasting system will be in our approach. Typically, these systems leverage algorithms to scan for key symptoms recorded upon admission to a hospital or emergency department, seeing if there is an increase in their presence from an initial baseline. For example, the presence of syndromes such as "vomiting", "fever", "body aches" may indicate an emerging flu outbreak. PHIX will propose novel tactics such as ways to scan and read clinical notes and lab reports, take into consideration Spanish medical terminology, cross-pollinate data with other systems (e.g., local pharmacies and schools), and prioritize vulnerable populations

such as individuals within the judicial system. The improvements to forecasting are steeped in addressing the unfortunate health inequities that disadvantaged populations experience and that the ARPA legislation was written to address.

Long-term, a functional community health forecasting system will—

1. Ensure the County of El Paso is prepared for and can act on (real-time) pandemic warnings, food and water-borne illnesses, and trends in increasing chronic disease.
2. Increase the presence of data on marginalized communities (e.g., those living below the poverty line, individuals dealing with homelessness) when making County-wide policy for public health outcomes.

To achieve this, PHIX has set forth the following short-term goals—

1. Establish a series of medical symptoms for initial analysis from PHIX's network of healthcare providers.
2. Assemble a community health forecasting committee (CHFC) to analyze data trends for consideration to inform and support public health decisions.
3. Code a customized program to scan raw medical record data, developing algorithms that would pull forward key trends for further analysis.

The CHFC will be able to identify key syndromes to monitor and establish initial baselines such as types and volume of lab tests ordered for specific symptoms countywide; number of encounters with physicians to address symptoms; and number of visits to an Emergency Department due to the symptoms of concern. Thereafter, PHIX's Nursing Informaticist, in partnership with an epidemiologist and a qualified custom programming firm, will create algorithms to search for the type of symptoms the CHFC prioritized across these various data points.

Prior to running the algorithms on a consistent, daily basis to search for any anomalies in the medical records sets, PHIX will run several simulations to ensure the algorithms are running as expected. The Nursing Informaticist will ensure that the programming is accurate. Any anomalies (e.g., increased visits to the ER for stomach flu-like symptoms) will be automatically flagged by the surveillance system and send both text messages and email notifications to PHIX leadership, specifically Emily Hartmann, the PHIX executive director and specific CHFC members.

Similar to the response and communications charter that PHIX set up during the COVID-19 pandemic, PHIX will review the data outcomes of the surveillance system and call CHFC members to discuss the issues. This will include the City of El Paso Public Health department in order to create a real-time response to the emerging trends that reports are showing.

New data types will be added to the syndromic surveillance system as the project evolves, including data from the judicial system, schools, and pharmacies.

Finally, PHIX will work with the qualified custom programming firm to build dashboards for easier monitoring of any unusual spikes in syndromes being reported by the medical community. These dashboards will require role-based access to ensure that each user can only access the appropriate level of data for their role. As PHIX and the CHFC learn about community needs, modifications will be implemented with the contracted IT firm as needed.

## **CUSTOM PROGRAMMING REQUIREMENTS**

The successful Vendor must:

1. Have demonstrated experience working with health care data, including HL7 standards.
2. Perform custom programming under PHIX's direction using PHIX's current technology stack and programming languages.
  - a. PHIX's technology stack includes Linux, Apache, and MySQL.
  - b. Programming languages used by PHIX include GNU COBOL, HTML, PHP and Python.
3. Agree to work within PHIX's server-based environment. PHIX does not store clinical data in cloud environments.
4. Adhere to PHIX's privacy and security policies, procedures, and standards as well as with HIPAA.
5. Retain all clinical and other data within the United States.
6. Have up to four programmers with demonstrated competence available to do custom programming work at PHIX's request. Vendor will be responsible for the hiring and training of its personnel.
7. Invoice monthly based on time/materials utilized to perform custom programming requested by PHIX.
8. Be available for daily meetings with PHIX to discuss custom programming requests as PHIX's project and needs evolve through the project.
9. Demonstrate ability to work closely and collaboratively with PHIX. Geographic location will be considered. PHIX has a preference for vendors located in El Paso County, Texas due to the additional costs and security that would be incurred to replicate databases in real-time to support remote work. However, we welcome proposals from any interested vendors.
10. Be adaptable and able to work quickly to develop and modify the syndromic surveillance system as needed from the contract start date through August 31<sup>st</sup>, 2024.
11. The ownership of any software programs and intellectual property developed must be assigned to PHIX. PHIX would compensate Vendor for any maintenance, enhancements, or further development on a time and materials basis during or beyond the contract period as desired by PHIX.

## Contract Terms

The term of the agreement is for the period from February 28, 2023 through August 31, 2024.

PHIX reserves the right to award the contract to Vendor that represent the best economic and qualitative returns.

## Vendor Minimum Requirements

The Vendor must have been in business providing custom programming services of a similar nature of at least three (3) years or five (5) years combined individual employee experience in computer programming.

The Vendor must prove they are licensed to do business in Texas.

## Proposal Format

The Vendor's proposal must include all the following topics in the order listed below. Vendor must clearly state in the response if they cannot agree with certain provisions and must clearly identify the specific provisions to which it is not agreeable.

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

### **A. COVER PAGE**

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

### **B. LETTER OF TRANSMITTAL**

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

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

## **C. TABLE OF CONTENTS**

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

## **D. MINIMUM QUALIFICATIONS**

Describe how the organization meets the minimum qualifications as describe

## **E. TRANSITION PLAN AT END OF CONTRACT**

The Vendor must describe a transition plan for the end of the contract period, including how custom programs, software, and intellectual property developed would be transitioned to PHIX.

## **F. ASSIGNED PERSONNEL**

Please provide resumes for the custom programming team that would be assigned to PHIX.

## **G. ACCOUNT REFERENCES**

Provide a minimum of three (3) references in which the Vendor worked with similar custom programming projects with health organizations as described in this proposal. Provide name, address, telephone number, email address of the primary contact, and the number of years of service for each account.

## **H. FINANCIAL ABILITY**

The Vendor must provide evidence of its financial sustainability. All evidence under this requirement must be sufficient to allow an adequate evaluation by PHIX.

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

## **I. DRAFT CONTRACT**

The Vendor will submit a draft copy of their standard contract with their proposal; the contract will be subject to review by PHIX.

## **J. PUBLICITY**

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

## K. EVALUATION CRITERIA

Proposals will be evaluated based on the requirements set forth in the RFP. Selection of the firm(s) will be at the discretion of PHIX and will be based on the proposal PHIX deems to be most responsive, responsible, and serves the best interests of PHIX.

Selected offeror(s) may be required to make an on-site oral and visual presentation and/or complete a programming test at the request of PHIX. Costs and equipment for such presentations, demonstrations, and programming tests are the responsibility of the offeror.

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

Proposals will be reviewed by PHIX's Technology and Business Planning Committee and PHIX's Board of Directors and will be evaluated based on the following criteria. Please note that the point value indicates the maximum score.

Evaluation Criteria	Score
<p><b>Total Economic Value</b></p> <p>a) Overall cost of Vendor services.</p> <p>b) Ability to demonstrate financial sustainability and profitability of Vendor, including how long the Vendor has been in business providing custom programming services.</p>	<p><b>25</b></p>
<p><b>Experience</b></p> <p>a) Experience with PHIX's technology stack.</p> <p>b) Experience with PHIX's preferred programming languages.</p> <p>c) Experience developing data visualization dashboards.</p> <p>d) Experience with health data, including HL7 format.</p> <p>e) Experience with health data security standards, including HIPAA.</p>	<p><b>20</b></p>
<p><b>Assigned Personnel</b></p> <p>a) Ability to assign up to four programmers to this project.</p>	<p><b>15</b></p>

b) Experience of the assigned programmers. c) Results of any programming assessments administered by PHIX.	
<b>Approach and Methodology</b>  a) Ability to respond to rapidly developing needs and requests by PHIX.  b) Demonstrated ability to work closely and collaboratively with PHIX.	<b>15</b>
<b>Fit with PHIX</b>  a) Alignment of PHIX's experience and perspective on custom programming with Vendor.  b) Ability to work closely with PHIX on custom programming, including daily meetings.	<b>10</b>
<b>Ability to Respond</b>  a) Timeline for beginning programming work for PHIX.  b) Ability to respond to evolving needs rapidly at the direction of PHIX.	<b>10</b>
<b>References</b>  a) Feedback from references provided to PHIX.	<b>5</b>
<b>Total Score</b>	<b>100</b>

## Checklist for Proposal

YES	NO	CHECKLIST ITEM
		Did you include the signature page?
		Did you include the Letter of Transmittal?
		Did you include evidence that you licensed to do business in the State of Texas?
		Did you include a sample contract?
		Did you include evidence of financial stability?
		Did you include resumes of programmers that would be assigned to the project?

## General Requirements

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

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

### PROPOSAL PACKET

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

Hard Copy Submittals: The Proposal packet must be enclosed in a sealed envelope clearly labeled with the solicitation number, project name, and name of submitting vendor. The packet must be in PHIX's office BEFORE the date and time specified.

Late submittals will not be considered under any circumstances. Packets sent via express mail or overnight delivery must have the solicitation number and project name clearly marked on the outside of the envelope or package. Failure to clearly identify your packet may be cause for disqualification. Proposal packets received prior to the advertised hour of opening will be kept securely sealed. The officer whose duty it is to open them will decide when the specified time has arrived.

Faxed or e-mailed packets will be rejected.

### AUTHORIZED SIGNATURE

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

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

### ADDENDA

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

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

## COMMUNICATIONS

**To prevent biased evaluations and to preserve the competitiveness and integrity of such procurement efforts, vendors are to direct all communications regarding this RFP to PHIX staff at [info@phixnetwork.org](mailto:info@phixnetwork.org).**

## ESTIMATED QUANTITIES AND ACCURACY OF DATA

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

## PRICING

Pricing will be per unit as indicated in the specifications. Unit prices must be all-encompassing (i.e. labor, materials, removal, overhead, etc.). If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Pricing on all transportation, freight or other charge is to be paid by the vendor and included in the pricing, unless otherwise agreed to by both parties.

Submissions with incomplete prices or supporting information may be disregarded and given no consideration. Proposals involving equipment shall offer new (unused) equipment or merchandise unless otherwise specified. Prices for all goods and/or services shall be considered firm and cannot be altered after the submission deadline. All pricings should not include tax either directly or indirectly, PHIX will sign tax exemption certificates covering these items.

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

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

## **ALTERNATE OFFER**

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

## **DELIVERY AND SHIPPING**

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

## **MODIFICATION**

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

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

## **WITHDRAWAL**

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

The request for withdrawal must be submitted to PHIX in writing.

## **AWARD**

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

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

A vendor whose proposal does not meet the mandatory requirements set forth in this solicitation will be considered noncompliant. The criteria utilized for determining responsibility includes, but is not limited to, the proposer's experience, skill, ability,

business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by PHIX to determine whether a offeror is responsible PHIX reserves the right to adopt or use for its benefits, any concept, plan, or idea contained in any solicitation response.

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

A vendor must give written notice that they intend to protest an award. The vendor has the right to appear before the PHIX Board of Directors under rules established by the PHIX Board of Directors.

### **BEST AND FINAL OFFERS**

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

### **DELAYS**

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

### **RESULTANT CONTRACT**

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

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

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

## SUBCONTRACTING/ASSIGNMENT

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

## DEFAULT BY VENDOR

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

## TAX EXEMPTION

PHIX is a 501(c)3 non-profit organization that is exempt from state and federal taxes.

## INVOICES AND PAYMENTS

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

## NON-APPROPRIATIONS

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

## DISCLOSURES

At the time and place fixed for the solicitation opening, PHIX will open and read aloud every proposal packet received on video, irrespective of any technicalities therein. Vendors and other persons properly interested may be present virtually via <https://www.gotomeet.me/EmilyHartmann>.

Only the names of those who submitted proposals will be made public information until an award is made by PHIX's Board of Directors and contract executed by the parties.

No price, staffing or other proposal information will be released. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any PHIX employee, other than the Executive Director via info@phixnetwork.org, regarding whether a proposal was received. Violations of this provision may result in the rejection of a proposal. Requests for information must be made in writing and submitted by mail, in person, fax, or email to PHIX.

## **EXEMPTIONS TO GENERAL REQUIREMENTS**

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

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

## **RESTRICTIVE SPECIFICATIONS**

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

## **SUBSTITUTES**

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

## **RECYCLED MATERIAL**

PHIX gives preference to products made of recycled materials if they meet specifications. PHIX also encourages the use of recycled products in developing new procedures and specifications. PHIX also eliminates procedures and specifications that explicitly discriminate against products made of recycled materials.

## **REQUIREMENTS AND INTEGRITY**

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

- Have been in business of providing services for a minimum of one (1) year;
- Have adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations,

- ordinances and orders regarding this RFP solicitation;
- Have satisfactory record of performance;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.

### **INDEMNIFICATION**

**Contractor hereby indemnifies and agrees to hold PHIX harmless from, against and in respect of (and shall on demand reimburse PHIX in cash for) any and all claims, causes of action, losses, liabilities, damages, fees, costs and expenses, including, without limitation, reasonable attorneys' fees suffered or incurred by PHIX for Contractor's negligent acts, willful misconduct, false representations, breaches of this Agreement and/or violations of applicable law.**

### **NO BOYCOTT OF ISRAEL**

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

### **NO BOYCOTT OF FIREARM ENTITIES OR FIREARMS TRADE ASSOCIATIONS**

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

### **PHIX ETHICS TRAINING**

Vendors must read and sign the PHIX Code of Ethics Training Affidavit that is included in each response packet. By reading and signing the Affidavit form, the vendor has confirmed that they have been trained in the PHIX Code of Ethics. The training must be completed by an officer, principal, or other person with the authority to bind the company. The ethics training affidavit must be submitted using the document provided by PHIX in this solicitation, excisions or special conditions shall not be made or included.

### **CERTIFICATIONS**

Certifications must be submitted using the documents provided by the PHIX in this solicitation, excisions or special conditions shall not be made or included.

### **CONFLICT OF INTEREST**

The Conflict-of-Interest Questionnaire-Form CIQ must be submitted on the form provided by the PHIX this solicitation, excisions or special conditions shall not be made or included.

PHIX requires that any vendor submitting a response to this RFP complete the Conflict-of-Interest Questionnaire (Form CIQ), in which the vendor must disclose any covered affiliation or business relationship with PHIX that might cause a conflict of interest. A list of PHIX employees, Committee members, and Board members that will award the solicitation and/or make recommendations for award are included herein. If no conflict of interest exists, write "N/A" or "None" in Box 3 of the CIQ Form.

## **NON-COLLUSION AFFIDAVIT**

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

By submitting a response packet, the vendor declares that:

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

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

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

## **INDEPENDENT CONTRACTOR**

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

## **MERGERS, ACQUISITIONS**

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

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

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

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

### **EQUAL EMPLOYMENT OPPORTUNITY**

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

### **CONSIDERATION OF SAFETY RECORD**

PHIX may take into account the safety record of the bidder, of the firm, corporation, partnership, or institution represented by the bidder, or of anyone acting for such a firm, corporation, partnership, or institution; PHIX has given notice to prospective bidders in the bid specifications that the safety record of a bidder may be considered in determining the responsibility of the bidder; and the determinations are not arbitrary and capricious.

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

### **MONITORING PERFORMANCE**

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

### **NO COMMITMENT BY PHIX**

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

### **REJECTIONS / DISQUALIFICATIONS**

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

- Proposal received after date and time indicated for receipt.
- Failure to use the accompanying form(s) furnished by PHIX, if applicable.
- Lack of signature by an authorized representative that can legally bind the

company.

- Failure to properly complete the proposal packet.
- Proposal does not meet/agree to the mandatory requirements.
- Indication of collusion.
- Proposal contains irregularities.

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

## References

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

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

### Reference #1

Organization Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Services provided: \_\_\_\_\_

Duration: \_\_\_\_\_

### Reference #2

Organization Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Services provided: \_\_\_\_\_

Duration: \_\_\_\_\_

### Reference #3

Organization Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Services provided: \_\_\_\_\_

Duration: \_\_\_\_\_

## Safety Record Questionnaire

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

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

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

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

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

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

- 1) Within the past five (5) years of this Bid submittal, can the bidder identify any civil litigation, which resulted in final judgment against the Bidder, arising out of the performance of a construction contract within the State of Texas in which the Bidder was a named defendant in a lawsuit brought by or against the Owner. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices.  
 Yes    No
  
- 2) Within the past five (5) years of this Bid submittal, has the bidder received any final determinations by a court or governmental agency for violations of Federal, State, or local laws including, but not limited to, violations of environmental safety laws, public health and safety laws, the Occupational Safety and Health Act ("OSHA") or similar laws or regulations.  
 Yes    No

3) Within the past five (5) years of this Bid submittal, can the bidder identify with any criminal convictions concerning any environmental safety, worker safety, or public safety laws.

Yes    No

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

If the bidder has indicated “No” to ALL questions above, the bidder must provide with its bidsubmission the form titled ***Civil Litigation Certification***.

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

# Self-Disclosure of Environmental Safety Violations

## Contact Information for Individual Submitting the Self-Disclosure

Title: \_\_\_\_\_  
First Name: \_\_\_\_\_  
Middle Name (or initial): \_\_\_\_\_  
Last Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (\_\_\_\_\_) \_\_\_\_\_

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

## Facility/Site Information

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

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

Facility/Site Physical Address: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## Describe Environmental Safety Violation

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

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

Please provide the date of discovery of each safety violation disclosed.

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

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

Executed this \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_ at \_\_\_\_\_  
(month and year) (city and state)

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

## Civil Litigation Certification

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

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

\_\_\_\_\_  
(Bidder name as shown on Bid/Proposal)

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

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

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

Executed this \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_ at \_\_\_\_\_  
(month and year) (city and state)

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

## PHIX Code of Ethics Affidavit

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

### Purpose:

PHIX recognizes the need to maintain the trust and confidence in our operations and thus adopts this Code of Ethics.

### What is a vendor:

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

### Procurement:

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

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

### Private Communication:

No member of the PHIX Board of Directors shall permit any vendor, its lobbyists, representative, or employee to communicate with them privately regarding any procurement of items by PHIX from the date that the bid, RFP, or RFQ is authorized or released, whichever is first. No private communication regarding the purchase shall be permitted by a member of the PHIX Board of Directors or PHIX staff until the procurement process is complete and a purchase order is granted or a contract is entered into.

Members of the PHIX Board of Directors shall make a reasonable effort to inform themselves regarding procurements and shall have a duty to inquire of vendors, their lobbyists, representatives, or employees, the nature of the private communication being sought prior to engaging in any communication.

This prohibition against private communication with vendors, their lobbyists, representatives, or employees shall apply to PHIX Board of Directors purchases.

I \_\_\_\_\_ am an officer, principal, or individual authorized to

(Full Name)

bind the company, known as \_\_\_\_\_  
(Company name)

By reading and signing this document, I confirm that I have read the PHIX Code of Ethics regarding Vendors. I understand that any contact by myself or any representative of the company with PHIX official or PHIX employee, other than those shown on the RFP or bid documents shall cause the bid or proposal to be immediately disqualified from consideration of award.

Name \_\_\_\_\_

Title \_\_\_\_\_

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

Address \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## Certifications

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

Instructions for the certifications:

### *General Requirements*

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

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

### **LOBBYING**

The applicant certifies that;

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement,
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit a "Disclosure of Lobbying Activities," in accordance with its instructions;
- c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

## **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The applicant certifies that it and its principals:

- d) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- e) Have not within a three-year period preceding this application been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- f) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default; and

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

## **DRUG-FREE WORKPLACE**

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

- g) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- h) Establishing an on-going drug free awareness program to inform employees about:
  - i) The dangers of drug abuse in the workplace;
  - ii) The applicant's policy of maintaining a drug free workplace;
  - iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - iv) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;
- i) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a)
- j) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee must
  - i) Abide by the terms of the statement; and
  - ii) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- k) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: 100 S Alto Mesa, El Paso, Texas 79912. Notice shall include the identification number of each affected grant

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

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

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

**CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS**

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

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

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

\_\_\_\_\_  
Date

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

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

\*All pages of this document must be included in all responses.

## Conflicts of Interest

Dear Vendor:

Attached is a copy of the Conflicts of Interest Questionnaire.

In filing out the Questionnaire, the following are the PHIX staff and affiliates which will make a recommendation to the PHIX Board of Directors:

PHIX Staff: Emily Hartmann, Executive Director, PHIX  
Juan Nanez, RN, BSN, Manager of Informatics and Operations, PHIX

PHIX Technology And Business Planning Committee: Ray Davis, University Medical Center of El Paso  
Jon Law, University Medical Center of El Paso  
Dr. Bill Rice, Las Palmas Del Sol Healthcare  
Vince Randazzo, The Hospitals of Providence

PHIX Board of Directors: Sally Hurt-Deitch, Board Chair  
Jacob Cintron, Treasurer  
Rob Anderson  
Kristen Daugherty  
Joel Hendryx, MD  
Richard Lange, MD  
Allie Lozano  
Janel Lujan  
Hector Ocaranza, MD  
Tracy Yellen

**FORM CIQ**  
**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with PHIX**

1. Name of vendor who has a business relationship with PHIX: \_\_\_\_\_

2. **Are you are filing an update to a previously filed questionnaire.** PHIX asks that you submit an update as soon as reasonably practical if/when any of your responses change.

Yes

No

3. **Describe any employment or business relationships that your organization has with any employees or family members of PHIX staff. with the local government officer, or a family member of the officer, as described by Section 176.003(a (2)(A).**

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

Yes

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the PHIX staff member or a family member?

Yes

No

C. Has the vendor has given a PHIX employee one or more gifts valued at over \$25?

Yes

No

\_\_\_\_\_  
Signature of vendor doing business with PHIX

\_\_\_\_\_  
Date

## PHIX Signature Page

RFP 22-01 Custom Programming to Support Syndromic Surveillance System

Please submit one (1) original hard copy of your bid.

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

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

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

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

## RFP Check List

**THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE**

***Incomplete bids will be rejected***

- Check for addenda
- Complete and detailed proposal
- Complete and include required forms:
  - Reference List
  - Safety Questionnaire
  - Civil Litigation Certificate or Self Disclosure of Environmental Safety Violations
  - W9
  - PHIX Ethics Affidavit
  - Certifications
  - Conflict of Interest Form
  - PHIX Signature Page
  - Make PHIX Signature Page the first page of Proposal Packet
  - Hardcopy submittals: Provide one (1) original hard copy of your complete proposal packet
- Deliver response to PHIX 3:00pm MST on February 14<sup>th</sup>, 2023