



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

Notice to Interested Parties

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 800 E. Overland, RM 300, El Paso, Texas 79901 before 2:00 p.m., Tuesday, November 27, 2012 to be opened at the County Purchasing Office the same date for Electronic Payments and Processing Services for County Departments

**Proposals must be in a sealed envelope and marked:
"Proposals to be opened November 27, 2012
Electronic Payments and Processing
Services for County Departments
RFP Number 12-076"**

Any questions or additional information required by interested vendors must be submitted in writing to the attention of the Assistant County Purchasing Agent before Wednesday, November 14, 2012, at 12:00 p.m. Questions can be faxed to (915)-546-8180.

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

If the proposal totals more than \$100,000.00, the proposer shall furnish a certified cashier's check made payable to the County of El Paso or a good and sufficient bid bond in the amount of 5% of the total contract price, executed with a surety company authorized to do business in the State of Texas. The certified cashier's check must be included with the proposal at the time of the opening.

In order to remain active on the El Paso County Vendor list, each Vendor receiving this proposal must respond in some form. Vendors submitting a proposal must meet or exceed all specifications herein. Vendors submitting a no proposal must submit their reason in writing to the El Paso County Purchasing Department.

JOSE LOPEZ, JR.
Assistant Purchasing Agent

IMPORTANT NOTICE FOR VENDORS

EL PASO COUNTY CODE OF ETHICS TRAINING REQUIREMENT FOR VENDORS

Vendors. Any vendor involved in a single procurement exceeding \$50,000 must complete training on the El Paso County Code of Ethics. **This training must be completed prior to submitting a bid or proposal, responding to a request for qualifications or proposals, or otherwise contracting with the county.** The training must be completed by an officer, principal, or other person with the authority to bind the vendor. The certification of completed training on the Ethics Code issued by the County Human Resources Department is valid for one (1) calendar year from the date of completion. A list of those Vendors with a current certification of completion and the corresponding date of expiration shall be maintained on the El Paso County website under the Purchasing Department's Current List of Training Certified Bidders. This training requirement does not apply to emergency purchases.

Training

In compliance with Section 161 of the Texas Local Government Code, training on the El Paso County Code of Ethics will be accessible in an online format to Vendors and Lobbyists on an ongoing basis, subject only to limitations due to technical resources. No person or entity required to complete training will have to do so more than once per year.

The required training for Vendors may be accessed and completed at:

<http://www.epcounty.com/ethicscom/training.htm>

Once you have taken the ethics training course print out the confirmation and attach a copy to your proposal. Keep a copy for future references/proposals.

To view the list of the Vendors, the representatives and the date it expires.

- ❖ Go to <http://www.epcounty.com/ethicscom/training.htm>
- ❖ Select:

Vendors Who Have Completed Ethics Training

If you have taken the training and your name has not been added to the list, Please contact Gabby at our Human Resource Department at (915)546-2218 ext. 4069.



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

Memorandum

To: All Vendors
From: Jose Lopez, Jr., Assistant Purchasing Agent
Date: February 6, 2012
Subject: County Purchasing New Vendor/Bid System & Online Vendor Registration

The Purchasing Department will be implementing its new bid processing vendor notification/registration system on April 1, 2012. The new system will allow vendors to register and maintain their vendor file real time without the intervention of the Purchasing Department. Vendors will maintain their address information and contact information; as well as the commodity information that the vendor wants to be considered for on County bid solicitations. Vendors will be given a choice of receiving hard copy bid notifications, or electronic notifications to the vendors designated email and/or cellular telephone text number. We hope that the changes will help our vendors receive their solicitations in a more effective and efficient manner that will benefit both the County and the vendor with more timely, accurate, competitive bids.

All vendors wishing to receive or continue to receive bid notifications must register by April 1, 2012. The Purchasing Department will be migrating to the new vendor system on April 1, 2012 and all vendors that have not registered in the new system will not receive bid notifications. Thank you for your cooperation. If you have any questions please contact me at (915)546-2068, or Sally Borrego at (915)546-2048.

PROPOSAL SCHEDULE

To: El Paso County, Texas

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

Please quote prices and discounts on the following items:

F. O. B. El Paso County

<p>Description – RFP # 12-076 Electronic Payments and Processing Services for County Departments Vendor must meet or exceed specifications</p>
<p>Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. Please submit one (1) original copy and five (5) CD copies in Word/PDF Format of your proposal.</p>

Company

Mailing Address

Federal Tax Identification No.

City, State, Zip Code

Ethics Representative (refer to page 2)

Ethics Training Date or Expiration Date

CIQ Confirmation Number

Conflict of Interest Questionnaire (CIQ)
Filed Date

Representative Name & Title

Telephone Number include area code

Signature

Fax Number include area code

Date

Email Address

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

Electronic Payments and Processing Services for County Departments

RFP #12-076



**Opening Date
Tuesday, November 27, 2012**

1.0 INTRODUCTION

1.1 PURPOSE OF REQUEST FOR PROPOSALS:

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for the provision of Electronic Payments and Processing Services to County Departments.

1.2 DEFINITIONS:

County: Includes applicable County of El Paso departments

Customer: Any person using Vendor's services to purchase the County's products and/or services

Application: Any set of equipment, software, processes, or other resources, which are used for a specific purpose (e.g. a tax collection application, a vehicle registration application, etc.)

1.3 SCOPE:

The scope of services includes electronic payment and processing services for the County. The County intends to contract with one vendor for all County electronic payment services. However, the County reserves the right to use multiple vendors, each vendor being awarded certain specific applications or services if an acceptable single vendor cannot be found. Vendors are encouraged to partner with other vendors to provide any services they do not provide themselves. **The County proposes to recover any processing charges that the Vendor may impose on the County by passing these charges on to the consumer. Vendor must itemize all charges for each of the different services.** Services may include but are not limited to:

1.3.1 Credit/Debit Cards - Payment would be made by providing credit or debit card information into the system at the time of payment. Payment would be processed through a credit card company such as VISA, MasterCard, American Express, Discover, etc.

1.3.2 Electronic Automated Clearing House (ACH) - Payment would be made by submitting the routing number (the number at the bottom of a check) at the time of payment. Payment would be processed through the buyer's checking account. Any and/or all electronic methods are included such as, but not limited to, an Internet site, Interactive Voice Response Units (IVRs), Point-of-Sale (POS) terminals and cash registers. Vendors should indicate if the services can be used with existing County equipment or if the services are only available with Vendor equipment. For example, the County has existing POS equipment they may want to use to process payments through the vendor(s). Vendors may choose to process merchant transactions through the County's merchant bankcard services provider or they may choose to use their own merchant bankcard services provider. This RFP also includes requirements for a Customer Support Center (CSC). The CSC shall be provided by the vendor and be the first-line of support for all billing questions as well as a reference resource directing callers to the correct County resource for non-billing questions. The Scope of this RFP only includes electronic payment services and does NOT include the development or outsourcing of County applications.

1.4 BACKGROUND/CURRENT SITUATION:

The County currently uses one vendor to process credit and debit cards by Point of Sale equipment and web based transactions. **Attachment A** is a list of Departments with estimates of credit and debit card transaction monthly volumes. These are only estimates. The County does not guarantee any application or volume of dollars or transactions.

1.5 CALENDAR OF EVENTS:

Listed below are important dates and times by which actions related to this RFP must be completed. In the event that the County finds it necessary to change any of these dates and times it will do so.

EVENT	DATE
Date of issue of the RFP	October 29, 2012
Deadline for questions from vendors	November 14, 2012 at 12:00 noon
Proposal opening	November 27, 2012 at 2:00 p.m.

1.6 OVERVIEW OF PROCURING AGENCY (S):

Applicable County Departments will be allowed to purchase from a County-wide contract resulting from this RFP. County Departments may be located within the County Courthouse or have remote locations Countywide.

1.7 CONTRACT PERIOD:

The contract shall be effective on the date indicated on the contract and shall run for three **(3) years from that date, with an option by mutual agreement of the County and Vendor to renew for two (2) additional one (1) year periods.**

2.0 PROPOSAL PROCEDURES AND INSTRUCTIONS:

2.1 METHOD OF PROPOSAL:

Vendors must submit one (1) original and five (5) CD copies in PDF/Word format of all materials required for acceptance of their proposal to:

**County of El Paso Purchasing Department
800 E. Overland, Room 300
El Paso, Texas 79901**

Responses are due by November, 27.2012 at 2:00 p.m. local El Paso, Texas time. **All proposals will be time-stamped in by the County Purchasing Department. Receipt of a proposal by the County mail system does not constitute receipt of a proposal. All proposals must be packaged, sealed, and show the following information on the outside of the package:**

Vendor's Name and Address:

Request for Proposal Title: Electronic Payments and Processing Services for the County of El Paso

Request for Proposal Number: RFP#12-076

FAX proposals will NOT be accepted.

2.2 FORMAT OF PROPOSAL:

All documents must be signed by a representative of the vendor's organization with authority to contractually bind the organization. Vendors responding to this RFP must comply with the following format requirements:

Tab 1 - SIGNED REQUEST FOR PROPOSAL FORM:

Include here the Request For Proposal form (Signature Page), included as the cover page with this RFP document. By submitting a signed proposal, the vendor's signatories certify that in connection with this request: (a) the vendor's organization or an agent of the vendor's organization has arrived at the prices in its proposal without consultation, communication or agreement with any other respondent or with any competitor for the purpose of restricting competition, (b) the prices quoted in the proposal have not been knowingly disclosed by the vendor's organization or by any agent of the vendor's organization and will not be knowingly disclosed by same, directly or indirectly, to any other respondent or to any competitor, and (c) no attempt has been made or will be made by the vendor's organization or by any agent of the vendor's organization to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Tab 2 - VENDOR INFORMATION / VENDOR REFERENCE:

Include here the Vendor Information Data Sheet (**Attachment B**) and the Vendor Reference Data Sheet (**Attachment C**) that have been included in this RFP. Each vendor must furnish a list of a minimum of three (3) references, relevant to the product(s) and/or service(s) specified in this RFP, which will be capable of verifying information supplied by the vendor in their proposal. The County reserves the right to contact and/or visit any party listed as a reference, which has previously utilized or is presently utilizing product(s) and/or service(s) identical or similar to those being proposed by the vendor. It may also utilize other sources of information about the product(s) and/or service(s) proposed by the vendor where these sources are publicly available and are equally available for all competing vendors. The vendor should not be present during site visits.

Tab 3 - FINANCIAL STABILITY DOCUMENTATION:

Vendors responding to this RFP must be able to substantiate their financial stability. Current financial statements along with additional supporting documentation must be submitted with each proposal. The County may request reports on financial stability from independent financial rating services in order to further substantiate stability.

Tab 4 - RESPONSE TO VENDOR REQUIREMENTS:

Vendors must submit a point-by-point response to each and every requirement specified in this RFP. Responses must be specific and detailed enough to show the County that the Vendor can, in fact, meet the requirement. Failure to respond to a requirement may result in rejection of the proposal response.

2.3 INCURRING COSTS:

The County of El Paso is not liable for any cost incurred by a vendor in the process of responding to this RFP.

2.4 QUESTIONS AND CLARIFICATIONS:

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP and submit those in writing on or before November 14, 2012 to fax number 915-546.8180 or e-mail to lbalderama@epcounty.com

**County of El Paso Purchasing Department
800 E. Overland, Room 400
El Paso, Texas 79901**

If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should immediately notify the Assistant County Purchasing Agent, of such error and request modification or clarification of the RFP document in writing. In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, supplements or revisions will be provided to all recipients of this initial RFP.

3.0 PROPOSAL ACCEPTANCE, REVIEW AND AWARD:

3.1 PROPOSAL OPENING:

The proposal opening will be on November 27, 2012 at 2:00 p.m. in the County Purchasing conference room 316.

3.2 PROPOSAL ACCEPTANCE:

Proposals that do not comply with instructions or are unable to comply with mandatory requirements contained in this RFP may be rejected by the County. The County retains the right to accept or reject any or all proposals, or accept or reject any part of a proposal deemed to be in the best interest of the County. The County shall be the sole judge as to compliance with the instructions contained in this RFP.

3.3 PROPOSAL REVIEW:

Proposals will be reviewed by the County to verify that they meet all specified requirements in this RFP. This verification may include contacting references furnished in the vendor's proposal, requesting reports on the vendor's financial stability, conducting demonstrations of the vendor's proposed products(s) and service(s), and reviewing results of past awards to the vendor by the County of El Paso. Vendors may not contact the County's reviewer(s) except at the County's request. Following evaluation of the proposals received in response to and compliance with this RFP, the County may, or may not, select vendor(s) with whom to attempt to negotiate a contract for products and/or services. Should negotiations fail, the County may or may not choose to negotiate with another compliant vendor.

3.4 UNANTICIPATED SERVICES:

The County reserves the right to negotiate with the awarded vendor reasonable fees for services unanticipated or not existing at the time of the awarding of the contract.

3.5 EVALUATION CRITERIA:

Responses shall be scored using the following Evaluation Criteria:

<u>Criteria</u>	<u>Total Points Possible</u>
Costs -	40
Experience -	20
Support -	20
Call Center	
Marketing capabilities	
Breadth of Payment Methods -	20
Credit/debit cards	
E-check	
Other	
Total Points Possible -	100

3.6 ON-SITE VISITS/INTERVIEWS/AUDITS:

The vendor(s) may be asked to allow the County to do interviews and audits as part of the selection process. These will take place at a time and place mutually agreed upon by the vendor and the County. Failure of a vendor to allow the County to conduct these interviews and audits may result in rejection of that proposal. Failure of any product(s) and/or service(s) to meet the County's specified requirements during the inspection, interview, or audit may result in rejection of the vendor's proposal. The successful review of the vendor's product(s) and/or service(s) does not constitute acceptance by the County as specified under the terms of the County of El Paso Contract Agreement. Any product(s) and/or service(s) furnished by the vendor for the purposes of the inspection, interview, or audit must be identical in every respect to that (those) which will be furnished to the County under the terms of the County of El Paso Contract Agreement.

4.0 SYSTEM REQUIREMENTS

4.1 TECHNICAL COMPATIBILITY:

The County's hardware and software infrastructure is composed of the following:

- Dell Optiplex Desktops running Windows XP
- Various Laptops from Dell (latitude and Inspiron), IBM, Sony and Toshiba
- Hewlett Packard Printers
- Dell/EMC SANs and Servers
- Cisco Routers and switches, VPNs and Firewalls

The County requires that all servers and PCs use the Dell Open Manage software to monitor all system components of the devices, including, but not limited to memory, hard drive, CPU and interfaces.

4.2 FUNCTIONALITY:

In addition to basic electronic transaction presentment and processing functions, vendor's systems shall provide the following minimum functionality:

4.2.1 At all times make available the option for a Customer to stop the information gathering and transaction process,

4.2.2 Provide an active message to the Customer indicating that a transaction has been either accepted or rejected,

- 4.2.3 Allow the Customer to review charges before final submission,
- 4.2.4 Show vendor fees separately from County charges,
- 4.2.5 Provide the capability for the Customer to obtain a tangible order confirmation such as a printable receipt from a web page,
- 4.2.6 Allow the Customer to try a different card number or payment type if a transaction is rejected,
- 4.2.7 Provide no noticeable difference in appearance from the County's application from which it was called,
- 4.2.8 Populate information that is passed to it from the County's application so that Customers do not need to provide duplicate information that they have already given to the County's application,
- 4.2.9 Provide the ability to block certain users, card numbers, account numbers, etc., and

4.3 EFFECTIVENESS LEVEL

The vendor system shall perform at an average effectiveness level of 99%, including scheduled maintenance downtime, each month during the entire term of this Contract. In the event that the effectiveness level is not met for three (3) consecutive calendar months, the County reserves the right to terminate this Contract without penalty. Upon request, vendor shall provide the County with information regarding vendor's backup, disaster recovery, and/or business resumption plan(s).

4.4 ACCURACY AND USABILITY:

All data and information provided to the County from vendor shall maintain an accuracy level of 99.5% or higher. Vendor shall not be responsible for any data or information that it provides to the County which reflects inaccurate information provided to it by either the County or a Customer.

4.5 IMPLEMENTATION TIME:

Vendor shall integrate with a County application and successfully provide all of their services to that County application within a mutually agreed upon amount of time. Please provide information about the average implementation time that it would take for a County agency to use your service(s). Vendor shall not be held responsible for delays in implementation caused by the County.

5.0 FINANCIAL REQUIREMENTS

5.1 SETTLEMENT TIME:

Unless otherwise requested by the County as described in Section 5.6 ("Delayed Processing Option"), all transaction funds shall be settled and in the County's bank account(s) no later than 2 business days after the day which the transaction is initiated.

5.2 SEPARATION OF FEES FROM CHARGES:

Vendor's financial systems shall have the ability to itemize separately the County Charges and the Vendor Fees.

5.3 MULTIPLE BANK ACCOUNTS:

Upon request of the County, Vendor shall settle County Charges into several different depository bank accounts of the County. The County's bank account into which Vendor shall settle such funds will be determined by such items as what Department or Application the funds were collected from.

5.4 EXCEPTIONS AND CHARGE BACKS:

Vendor shall provide reasonable processes, systems, and data necessary for either the Vendor and/or the County to adjust credits and debits to both the County Departments and/or the Customers.

5.5 BILLING STATEMENTS:

Transaction information appearing on a Customer's monthly credit card statement shall contain enough information so that the Customer can contact either the Vendor or the County and obtain detailed information about his/her transaction.

5.6 DELAYED PROCESSING OPTION:

Upon request, Vendor shall provide the County and/or Customers with the ability to hold processing of specific transactions until a specified date or until released by the County. Upon request, Vendor shall provide the County and/or Customers with the ability to process "installment" payments (e.g. a predefined payment every month, week, quarter, etc.)

6.0 DATA/REPORTING REQUIREMENTS

6.1 RECORDS/DATA RETENTION:

Vendor shall retain authorization logs and transaction records for such period of time as required by applicable law, regulations, and County policies. The Vendor shall establish and maintain adequate records of all expenditures incurred under the Contract. All records shall be kept in accordance with generally accepted accounting principles. All procedures shall be in accordance with federal and State laws, local ordinances and County regulations. Throughout the term of this Contract, the County shall have the right at any time upon reasonable prior written notice to inspect Vendor's transaction records for County Charges and associated Vendor Fees. Any such inspection shall be made during regular business hours and comply with any reasonable security and confidentiality procedures of Vendor. The County shall pay the reasonable expenses incurred by Vendor in providing access to the County or its representatives for such audit purposes, including, without limitation, telephone, facsimile and photocopying charges.

6.2 ACCESS TO REAL-TIME DATA:

Vendor shall provide the County with the capability to securely access, via password-protected site, to real-time transaction information.

7.0 CUSTOMER SUPPORT CENTER (CSC) REQUIRMENTS

7.1 ATTENDED TELEPHONE SUPPORT:

Vendor shall provide a Customer Support Center (CSC) that Customers may call. The CSC shall have the capability to answer questions from Customers and the County directly pertaining to the services provided by Vendor hereunder. The CSC shall also have the capability to direct Customers to the appropriate County resources for non-billing issues. The CSC shall have the following minimum requirements:

7.1.1 Toll free phone number(s) for access to CSC attendants and/or IVR services

7.1.2 Attended phones from 8am-9 p.m. Mountain Standard Time, 7 days a week

7.1.3 CSC shall meet or exceed industry standard performance metrics for service levels including but not limited to the number of busy signals, average time that a call is placed on hold, average number of calls resolved on the first call, and call-back times.

7.1.4 Self-serve options to Customers via a website

7.1.5 Secure access to real-time transaction data, as necessary to research a given transaction

7.1.6 Maintain a log of all calls received

7.1.7 Attended phones at any time (i.e. 7/24/365)

8.0 SECURITY REQUIREMENTS

8.1 CONFIDENTIALITY:

Vendor acknowledges that some of the data it may become privy to in the performance of this Agreement is of a confidential nature and Vendor shall observe payment card industry standards to ensure that no confidential information is disseminated or left exposed to unauthorized access by it or its employees. Vendor agrees to observe complete confidentiality with respect to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether such contents are the County's or other manufacturer's, vendor's or distributor's whereby Vendor or any Vendor's personnel may gain access while engaged by the County or while on County premises. The restrictions herein shall survive the termination of this Agreement for any reason and shall continue in full force and effect and shall be binding upon the Vendor or its agents, employees, successors, assigns, subvendors, or any party claiming an interest in this Agreement on behalf of or under the rights of Vendor following any termination. Vendor shall advise all Vendors' agents, employees, successors, assigns and subvendors that are engaged by the County of the restrictions, present and continuing, set forth herein. Vendor shall defend and incur all costs, if any, for actions which arise as a result of noncompliance by Vendor, his agents, employees, successors, assigns and subvendors regarding the restrictions herein.

8.2 SECURE STORAGE/TRANSMISSION OF DATA:

All Customer transactions transmitted over the Internet must be through an encrypted transmission using 128-bit , non-degradable, Secure Sockets Layer (SSL) encryption and current payment card industry standards. All Vendor's systems used in conjunction with providing the service to the County shall be protected by industry standard devices (e.g. firewalls, etc) and continuously monitored for unusual access activities using industry standard intrusion detection software and procedures.

8.3 SECURE PHYSICAL LOCATIONS:

Any information and/or data obtained by the Vendor by the County or County's Customers shall be stored in a place physically secure from access by unauthorized persons. Vendor shall take every reasonable precaution to ensure that all buildings, rooms, storage areas, and containers ("physical locations") used by Vendor in providing the product(s) and service(s) under this Contract shall be secure and equipped with reasonable precautions against damage.

9.0 SUPPORT REQUIREMENTS

9.1 COUNTY AGENCY SUPPORT SERVICES:

Upon request of the County and at mutually agreed upon prices, Vendor shall make relevant training, consulting, and support services available to County agencies. Vendor's technical personnel shall be available to assist the County in implementation, migration, review, and organizational improvement of existing systems and to advise on programming, development, and implementation of new systems. Describe the technical and non-technical support services you will make available to the County departments.

9.2 MARKETING OF THE SERVICE:

The County shall actively promote the Vendor's services provided hereunder to cardholders. All marketing materials produced by Vendor exclusively for the County must be approved by the County. Release of broadcast e-mails by Vendor pertaining to this Contract shall not be made without prior written authorization of the County. Vendor shall not distribute any news release pertaining to this Agreement without the prior written consent of the County.

9.3 ACCOUNT REPRESENTATIVE:

The Vendor shall have an account representative who shall be the primary point of contact between the Vendor and the County.

10.0 COST REQUIREMENTS

10.1 COST SHEET:

Vendor must complete and include in their response a **Cost Sheet (Attachment D)**. Vendor shall provide in their response to this RFP a description of ALL charges. Vendor may propose different fee structure(s) for different methods, or types of transactions; however, Vendor shall charge the same fee structure(s) for all County departments and all Applications.

10.2 LIMITATION OF EXPENSES:

Any element of recurring or nonrecurring cost that must be borne by the County or its Customers has been identified in the Vendor's response to this RFP. This includes, but is not limited to travel, document production, presentation production, meals, lodging, consulting, hardware/software, communications, space, supplies, licenses and Contract expenses. Vendor shall be limited to incur expenses payable by the County only to the extent provided by County policies.

10.3 CHANGES TO CHARGES:

Any increase in the Vendor Fees proposed by Vendor during the term of the Contract shall be submitted to the County thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the Vendor which are demonstrated to be industry wide. The County shall have the immediate benefit of any lower Vendor Fee rates provided by the Vendor during the term of the Contract.

10.4 PAYMENT OF VENDOR'S FEES:

Vendor shall send a monthly bill directly to the County Auditor's Office. The County shall pay the bill within 30 days per Section 11.3. **Vendor shall not debit the County's bank account for payment of Vendor's fees.**

10.5 POINT OF SALE EQUIPMENT:

The Vendor, at no cost to the County, will provide the point of sale terminals, maintenance of the terminals, upgrades to the point of sale terminals, software updates to point of sale terminals, PIN pads, PIN Pads encryption, MICR check reader, power cables, and configuration of username and password on the point of sale terminals.

11.0 OTHER REQUIREMENTS, TERMS, AND CONDITIONS

11.1 EXPERIENCED VENDOR:

Vendor shall have acceptable experience of successfully providing the services described in this RFP to clients whom have similar requirements, scope of service(s), and quantities as those of the County. The County shall be the sole judge as to what is acceptable experience.

11.2 CHANGE OF VENDOR:

Upon termination or expiration of this Contract, Vendor shall continue providing acceptable services during any transition period not to exceed 120 days. Vendor shall agree to assist the County with the transition planning to a different vendor.

11.3 PAYMENT TERMS AND INVOICING:

The County of El Paso normally will pay properly submitted Vendor invoices within thirty (30) days of receipt, provided goods and/or services have been delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing. A good faith dispute creates an exception to prompt payment.

11.4 TAXES:

The County of El Paso and its agencies are exempt from payment of all state and local taxes.

11.5 APPLICABLE LAW:

This Contract shall be governed under the laws of the State of Texas. The Vendor shall at all times comply with and observe all Federal and State laws, local laws, ordinances, and regulations which are in effect during the period of this Contract and which in any manner affect the work or its conduct. The County of El Paso reserves the right to cancel any contract with a federally debarred Vendor or a Vendor which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

11.6 ASSIGNMENT:

No right or duty in whole or in part of the Vendor under this Contract may be assigned or delegated without the prior written consent of the County of El Paso; provided, however, that the foregoing shall not prohibit Vendor from assigning this Agreement or any of its rights and obligations hereunder, nor require the consent of the County, in connection with any change of control, corporate reorganization, merger or consolidation of Vendor, as long as Vendor provides prior written notice to the County of such event.

11.7 NONDISCRIMINATION / AFFIRMATIVE ACTION:

In connection with the performance of work under this Contract, the Vendor agrees not to discriminate against any employee or applicant for employment as provided in the Civil Rights Act of 1964, as amended. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

11.8 WARRANTY OF OPERATION:

Vendor warrants that services provided hereunder shall meet the specifications set forth in this Contract, and Vendor shall without charge to the County make such additions, modifications, or adjustments to the services as may be necessary to keep the services in accordance with such specifications.

11.9 INSURANCE RESPONSIBILITY:

Vendor shall maintain commercial general liability insurance with insurance companies with a current A.M. Best Rating of A or better for commercial general liability insurance, with minimum coverage of \$1,000,000 each occurrence, \$2,000,000 general aggregate, \$1,000,000 personal injury and advertising injury liability, \$100,000 fire damage liability and \$10,000 medical payments.

11.10 CANCELLATION:

The County of El Paso reserves the right to cancel any contract in whole or in part without penalty upon 30 days written notice. The County also has the right to terminate the contract due to non-appropriation of funds or for failure of the vendor to comply with terms, conditions, and specifications of this contract.

11.11 AMENDMENTS:

This Contract may be amended, in writing, by mutual consent of the parties with the same degree of formality evidenced in this Contract.

11.12 INDEMNIFICATION:

Vendor shall indemnify and hold harmless the County and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any bodily injuries or damages incurred by such persons resulting from (i) the gross negligence, negligence or willful misconduct of Vendor (or any of Vendor's subvendors, agents, officers, directors or employees) in performing its obligations pursuant to this Contract or (ii) Vendor's infringement of any third-party patent in providing the services under this Contract.

11.13 INDEPENDENT CAPACITY OF VENDOR:

The parties hereto agree that Vendor, its officers, agents and employees, in the performance of this Contract shall act in the capacity of an Independent Vendor and not as an officer, employer or agent of the County. Vendor shall take such steps as may be necessary to ensure that each subvendor or Vendor shall be deemed to be an independent vendor and shall not be considered or permitted to be an agent, servant, joint venturer, or partner of the County.

11.14 LEGAL RELATIONS:

The Vendor shall at all times comply with and observe all Federal and State laws, local laws, ordinances, and regulations which are in effect during the period of this Contract and which in any manner affect the work or its conduct.

11.15 NOTICES:

All notices provided for herein shall be deemed duly given upon delivery if delivered by hand, or upon (3) three days after posting if sent by certified mail, return receipt requested. Notice shall be given to the person(s) or official(s) who are the signatories of this Contract at the address shown on the County of El Paso Contract form.

11.16 ORDERING:

Official County purchase orders shall be placed directly to the Vendor by the Assistant County Purchasing Agent. No other purchase orders are authorized.

11.17 SUBCONTRACTING:

Vendor is the prime Vendor. A prime Vendor is the Vendor who provides a service and receives a payment for that service. The County considers the prime Vendor to be the sole point of contact with regard to contractual matters, including the performance of services and the payment of any and all charges resulting from contractual obligations. Vendor may enter into subcontracts with third parties for its performance of any part of Vendor's duties and obligations, provided, that in no event shall the existence of the subcontract operate to release or reduce the liability of Vendor to the County for any breach in the performance of Vendor's duties.

11.18 LIABILITY FOR LOSS OF INFORMATION:

In the event of loss of information or data due to negligence of Vendor or its employees, Vendor's liability for such loss shall be limited to the replacement or regeneration of the lost information or data by the methods or means deemed most suitable by Vendor for such regeneration or replacement.

11.19 ACCEPTANCE-REJECTION:

The County of El Paso reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the County of El Paso.

11.20 ENTIRE AGREEMENT:

This Contract with attachments and purchase orders issued hereunder constitutes the entire Contract of the parties in relation to the subject matter hereof, and no other agreements or understandings, verbal or otherwise, exist between the parties except as herein expressly set forth.

ATTACHMENT A

ESTIMATED AVERAGE MONTHLY TRANSACTIONS As of August 2012

	Monthly Average
Adult Probation	\$22,262
Golf Course	\$26,521
County Attorney	\$13,731
County Clerk	\$96,490
District Clerk	\$33,607
Domestic Relations Office	\$5,068
Tax Office	\$187,339
Justice of the Peace 1	\$2,040
Justice of the Peace 2	\$7,985
Justice of the Peace 3	\$4,595
Justice of the Peace 4	\$7,310
Justice of the Peace 5	\$3,200
Justice of the Peace 6-1	\$15,103
Justice of the Peace 6-2	\$6,799
Justice of the Peace 7	\$7,216
Juvenile Probation	\$3,596
Law Library	\$143
Facility Management	\$6,266
Sheriff	\$1,474
Online Transactions (Web Site)	\$31,048

ATTACHMENT B

VENDOR INFORMATION

1. PROPOSING COMPANY NAME

Federal Tax ID #
Representative Name and Title
Address
City State Zip + 4
Phone
FAX
e-mail address

2. Name of the person we may contact in the event there are questions about your proposal.

Name
Title
Address
City State Zip + 4
Phone
FAX
e-mail address

3. Mailing address where County purchase orders are to be mailed and person the department may contact concerning orders and billings.

Name
Title
Address
City State Zip + 4
Phone
FAX
e-mail address

ATTACHMENT C

VENDOR REFERENCE

For vendor:

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for one or more installations with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement. Please include at least three (3) references.

Company Name

Address (include Zip + 4)

Contact Person

Phone No.

Product(s) and/or Service(s) Used

ATTACHMENT D
Cost Sheet

IF YOU DO NOT CHARGE FOR A PARTICULAR ITEM, PLEASE ENTER A "0" IN THAT AREA.

Please use the following tables to record your charges for the various types (i.e. credit card) and methods (i.e. Internet) of electronic payment processing. If there are additional charges please add them on a separate sheet. If you do not provide a type or method just leave that table blank. If you provide other types or methods please create additional tables for that information.

Definitions:

Per Transaction Fees:

% of Charges - A that the Vendor will charge as a Vendor fee to the cardholder.

Fixed amount per transaction - A fixed price per transaction

Fixed Charges:

One-Time: Any one-time charges (e.g. a setup fee, etc)

Recurring: Any recurring charge (e.g. monthly fee, annual fee, etc.)

**ATTACHMENT D
Cost Sheet (continued)**

Vendor's Credit/Debit Card Processing Fees (Internet)			
Per Transaction Fees		Fixed Charges	
% of Charges	Fixed amount per transaction	One-Time	Recurring

Vendor's ACH Processing Fees (Internet)			
Per Transaction Fees		Fixed Charges	
% of Charges	Fixed amount per transaction	One-Time	Recurring

ATTACHMENT D

Cost Sheet (continued)

Vendor's _____ other types _____ Processing Fees (_____ other methods _____)			
Per Transaction Fees		Fixed Charges	
% of Charges	Fixed amount per transaction	One-Time	Recurring

Please include additional charges (if any) for items such as: training, migration, customizations, changes, etc.

Hourly Charges	
Description	Rate
	/hour
	/hour
	/hour
	/hour
	/hour
	/hour

POS Pricing	
Description	Convenience Fee

Ancillary Fees and Services	
Description	Rate
Reporting and Statement Fee	
ACH and eCheck Returns	
Chargebacks and Adjustments	
Standard Settlement Fee	
ACH Settlement Fee	

COUNTY OF EL PASO, TEXAS

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

Instructions for the certifications:

General Requirements

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

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

1. LOBBYING

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

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

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

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

1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

2. DRUG-FREE WORKPLACE

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

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

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

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The applicant's policy of maintaining a drug free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

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

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

- (1) Abide by the terms of the statement; and

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

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

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

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency

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

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

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

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

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

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

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

COUNTY OF EL PASO PURCHASING DEPARTMENT

MDR Building, 800 E. Overland
ROOM 300, EL PASO, TEXAS 79901
(915) 546-2048, FAX: (915) 546-8180

JOSE LOPEZ, JR. ASST. PURCHASING AGENT
LUCY BALDERAMA, INVENTORY BID TECHNICIAN
ARACELI HERNANDEZ, INVENTORY BID TECHNICIAN
ELVIA CONTRERAS, FORMAL BID BUYER

PROPOSAL CONDITIONS

This is the only approved instruction for use on your invitation to bid. Items below apply to and become a part of the terms and conditions of the bid.

1. BY SUBMITTING A PROPOSAL, EACH BIDDER AGREES TO WAIVE ANY AND ALL CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY OF EL PASO, AND ITS OFFICERS, AGENTS AND EMPLOYEES, ARISING OUT OF OR IN CONNECTION WITH: THE DOCUMENTS, PROCEDURES, ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY PROPOSAL; THE WAIVER BY EL PASO COUNTY OF ANY REQUIREMENTS UNDER THE PROPOSAL DOCUMENTS OR THE CONTRACT DOCUMENTS; THE ACCEPTANCE OR REJECTION OF ANY PROPOSAL; AND THE AWARD OF THE CONTRACT.
2. Proposal must be in the Purchasing Department **BEFORE** the hour and date specified. Faxed proposals will not be accepted.
3. Late proposals properly identified will be returned to bidder unopened. Late proposals will not be considered under any circumstances.
4. All proposals are for new equipment or merchandise unless otherwise specified (merchandise only).
5. Quotes F.O.B. destination. If otherwise, show exact cost to deliver (merchandise only).
6. Proposal unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. RFP subject to unlimited price increases will not be considered.
7. Proposals must give full firm name and address of offeror. Failure to manually sign the proposal will disqualify it. Person signing should show title or authority to bind his firm in a contract.
8. No substitutions or cancellations permitted without written approval of Assistant County Purchasing Agent for merchandise.
9. The County reserves the right to accept or reject all or any part of the proposal, waive minor technicalities and award the proposal to the lowest responsible proposer. The County of El Paso reserves the right to award by item or by total proposal. Prices should be itemized.
10. RFP \$100,000.00 and over, the proposer shall furnish a certified cashier's check made payable to the County of El Paso or a good and sufficient bid bond in the amount of 5% of the total contract prices and execute with a surety company authorized to do business in the State of Texas. The bid bond must be included with the proposal at the time of the opening.

11. This is a quotation inquiry only and implies no obligation of the part of the County of El Paso.
12. The County of El Paso reserves the right to reject any proposal due to failure of performance on deliveries. The County Assistant Purchasing Agent will justify this.
13. Brand names are for descriptive purposes only, not restrictive (merchandise only).
14. The County of El Paso is an Equal Opportunity Employer.
15. Any proposal sent via express mail or overnight delivery service must have the RFP number and title clearly marked on the outside of the express mail or overnight delivery service envelope or package. Failure to clearly identify your proposal may be cause for disqualification.
16. PURSUANT TO TEXAS GOVERNMENT CODE SECTION 2253.021, A PRIME CONTRACTOR WHO IS AWARDED A PUBLIC WORKS CONSTRUCTION CONTRACT SHALL, PRIOR TO BEGINNING THE WORK, EXECUTE TO THE COUNTY:
 - 1) A PERFORMANCE BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$100,000; AND
 - 2) A PAYMENT BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$25,000.
17. PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 262.032(b), ANY SUCCESSFUL BIDDER WHO IS AWARDED ANY CONTRACT IN EXCESS OF \$50,000 MAY BE REQUIRED TO EXECUTE A PERFORMANCE BOND TO THE COUNTY. SAID BOND SHALL BE IN THE FULL AMOUNT OF THE CONTRACT AND MUST BE FURNISHED WITHIN 30 DAYS AFTER THE DATE A PURCHASE ORDER IS ISSUED OR THE CONTRACT IS SIGNED AND PRIOR TO COMMENCEMENT OF THE ACTUAL WORK. ANY PERFORMANCE BOND REQUIRED PURSUANT TO THIS SECTION SHALL BE NOTED IN THE ATTACHED DETAILED BID SPECIFICATIONS OR SCOPE OF WORK. THIS SECTION DOES NOT APPLY TO A PERFORMANCE BOND REQUIRED BY CHAPTER 2253, TEXAS GOVERNMENT CODE.
18. "Beginning January 1, 2006, in order to implement HB 914 (adding new Local Government Code Chapter 176), ALL VENDORS MUST SUBMIT A CONFLICT OF INTEREST QUESTIONNAIRE (Form CIQ) disclosing its affiliations and business relationships with the County's Officers (County Judge and Commissioners Court) as well as the County employees and contractors who make recommendations for the expenditure of County funds. The names of the County Officers and of the County employees and contractors making recommendations to the County Officers on this contract are listed in the Specifications.

THE CONFLICT OF INTEREST QUESTIONNAIRE MUST BE FILED WITH THE COUNTY CLERK AND A COPY OR PROOF OF FILING MUST BE ATTACHED TO THE BIDDER'S RESPONSE SUBMITTED TO THE PURCHASING DEPARTMENT.

**IF FORM IS NOT COMPLETED AND FILED WITH THE COUNTY CLERK'S OFFICE,
PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE.**

Proposers should be aware that this proposal condition is not intended to cover or to advise you about all situations in which Local Government Code Chapter 176 would require you to file a Form CIQ. You should consult your private attorney with regard to the application of this law and your compliance requirements. Failure to comply is punishable as a Class C misdemeanor.

NOTICE:

ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE EL PASO COUNTY PURCHASING DEPARTMENT. **THE EL PASO COUNTY CODE OF ETHICS PROHIBITS ALL PRIVATE COMMUNICATION BETWEEN VENDORS AND CERTAIN COUNTY OFFICIALS AND EMPLOYEES AS DESCRIBED BELOW:**

No vendor, its representative, agent, or employee shall engage in private communication with a member of the El Paso County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

Health Insurance Benefits Provided By Bidder

Consideration of Health Insurance Benefits*

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

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

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

El Paso County may consider provision of health insurance benefits as part of the overall "best value" determination. Failure to provide health insurance benefits will not disqualify you from participating in this bid selection process.

Business Name

Date

* Name of Authorized Representative

Signature of Authorized Representative

* This page must be included in all responses.



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

RE: RFP #12-076, Electronic Payments and Processing Services for County Departments

Dear Vendor:

As of January 1, 2006, the Texas Local Government Code Chapter 176 requires all vendors and potential vendors who contract or seek to contract for the sale or purchase of property, goods, or services with any local government entity to complete and submit a Conflicts of Interest Questionnaire. A copy of the requirements regarding vendors is attached. Also attached is a copy of the Questionnaire which needs to be filed and was prepared and approved for statewide use by the Texas Ethics Commission.

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

County Officers: County Judge Veronica Escobar
Commissioner Anna Perez
Commissioner Sergio Lewis
Commissioner Tania M. Chozet
Commissioner Dan Haggerty

County Employees: Jose Lopez, Jr., Assistant Purchasing Agent
Peter Gutierrez, Buyer II
Elvia Contreras, Formal Bid Buyer
Araceli Hernandez, Inventory Bid Technician
Lucy Balderama, Inventory Bid Technician
Edward Dion, County Auditor
Wallace Hardgrove, Budget, & Financial Manager
Lee Shapleigh, Assistant County Attorney
Josie Brostrom, Assistant County Attorney
Edward Dion, County Auditor
Wally Hardgrove, Budget, & Finance Manager
Teresa Molinar, Operations Manager
James O'Neal, Internal Audit Supervisor
David Garcia, Director Information Technology
Luke Gilpin, Internet/Intranet Applications
Art Nevarez, Client/Server Programmer
Rick Rubio, Business Applications Project
Siria Rocha, Chief Deputy/Tax Office
Barbara Banks, Motor Vehicle Reg., & Title Director
Carol Sagaribay, Chief Deputy/County Clerks
Angelica Salcido, Court Coordinator
Rocio Hinojosa, Accountant/County Clerks
Rosa Duran, Office Manager
Margarita Kalnas, Court Coordinator

Sylvia Pacheco, Chief Deputy/District Clerks
Mayra Navarrete, Ascarate Park
Ana Campos, IT Project Manager, Intermediate
Rene Camarillo, IT Project Manager, Senior

Please note that the state law requires that the Questionnaire be filed with the **COUNTY CLERK** no later than **the 7th business day after submitting an application, response to an RFP, RFQ or bid** or any other writing related to a potential agreement with the County. Failure to file the questionnaire within the time provided by the statute is a Class C misdemeanor

COUNTY OF EL PASO PURCHASING DEPARTMENT

JOSE LOPEZ, JR. ASST. PURCHASING AGENT
ELVIA CONTRERAS, FORMAL BID BUYER
LUCY BALDERAMA, INVENTORY BID TECHNICIAN
ARACELI HERNANDEZ, INVENTORY BID TECHNICIAN

MDR BUILDING, 800 E. OVERLAND
ROOM 300, EL PASO TEXAS 79901
(915)546-2048, FAX (915)546-8180

Instructions: Conflict of Interest Form (CIQ)

- **Please complete CIQ Form whether or not a conflict exists.**
- **Box #1 All Vendors** Must Print Clearly their names and company name.
- **Box #2** If the vendor has already filed a CIQ for the current year and is updating (filing a new one) due to changes on proposal, please check box. If this is the first time within the current year that the vendor is submitting a CIQ, then do not check this box.
- **Box #3** If you are filing a disclosure of conflict of interest, meaning that you do have a relationship with someone listed on the page prior to the CIQ form on your BID, RFP, RFQ, or RFI, then you must print the name of the person whom you have a business relationship with.
- If you answer **yes** to any of the following: **Item A, B, C** you have a conflict and must disclose on this form.
- **Item D** List the type of relationship and what department in the local government the person you have listed in **Box #3**.
- **Box #4** Please have the person that is named on **Box# 1**, sign and date in this box. We request a contact number in case there are any questions or form is missing information. This is a courtesy to you.
- It is the vendor's responsibility to submit the CIQ document number provided by the County Clerk's to the Purchasing Department.
- Please note that the state law requires that the Questionnaire be filed with the COUNTY CLERK no later than the 7th business day after submitting an application, response to an RFP, RFQ, RFI or bid or any other writing related to a potential agreement with the County. Failure to file the questionnaire within the time provided by the statute is a Class C misdemeanor and will disqualify your proposal offer.
- File a completed Conflict of Interest Questionnaire (Form CIQ) with the El Paso County Clerk in person or by mail to 500 E. San Antonio, Suite 105, El Paso, TX 79901 or by fax to 915-543-3816 the attention of the County Clerks office.
- If filing by fax use your fax confirmation (date/time) for your records. To obtain a copy/CIQ document number go to our website at www.epcounty.com, click on public records, click on to [Official Public Records](#) - Deeds of Trust, Liens and other public documents (County Clerk), type in the name of your company, on Style: scroll to CIQ-Conflict INT. QUESTIONNAIRE, and click on Search. It will be available on the web-site approximately 7 to 15 business days. Please fax a copy of your fax confirmation (date/time) to The Purchasing Department at (915) 546-8180. If you have not yet placed it in your Bid, RFP, RFQ, RFI. **If form is not completed and filed with the County Clerk's office, proposal will be considered non-responsive.**
- If you have any questions, please call Lucy Balderama at 915-546-2048

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

RFP # 12-076

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

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

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

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

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

Yes No

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

Yes No

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

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

Tex. Local Gov't Code § 176.006 (2005)

§ 176.006. Disclosure Requirements for Vendors and Other Persons; Questionnaire

(a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire with the appropriate records administrator not later than the seventh business day after the date that the person:

(1) begins contract discussions or negotiations with the local governmental entity; or

(2) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the local governmental entity.

(b) The commission shall adopt a conflict of interest questionnaire for use under this section that requires disclosure of a person's affiliations or business relationships that might cause a conflict of interest with a local governmental entity.

(c) The questionnaire adopted under Subsection (b) must require, for the local governmental entity with respect to which the questionnaire is filed, that the person filing the questionnaire:

(1) describe each affiliation or business relationship the person has with each local government officer of the local governmental entity;

(2) identify each affiliation or business relationship described by Subdivision (1) with respect to which the local government officer receives, or is likely to receive, taxable income from the person filing the questionnaire;

(3) identify each affiliation or business relationship described by Subdivision (1) with respect to which the person filing the questionnaire receives, or is likely to receive, taxable income that:

(A) is received from, or at the direction of, a local government officer of the local governmental entity; and

(B) is not received from the local governmental entity;

(4) describe each affiliation or business relationship with a corporation or other business entity with respect to which a local government officer of the local governmental entity:

(A) serves as an officer or director; or

(B) holds an ownership interest of 10 percent or more;

(5) describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to the expenditure of money;

(6) describe each affiliation or business relationship with a person who:

(A) is a local government officer; and

(B) appoints or employs a local government officer of the local governmental entity that is the subject of the questionnaire; and

(7) describe any other affiliation or business relationship that might cause a conflict of interest.

(d) A person described by Subsection (a) shall file an updated completed questionnaire with the appropriate records administrator not later than:

(1) September 1 of each year in which an activity described by Subsection (a) is pending; and

(2) the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

(e) A person is not required to file an updated completed questionnaire under Subsection (d)(1) in a year if the person has filed a questionnaire under Subsection (c) or (d)(2) on or after June 1, but before September 1, of that year.

(f) A person commits an offense if the person violates this section. An offense under this subsection is a Class C misdemeanor.

(g) It is a defense to prosecution under Subsection (f) that the person filed the required questionnaire not later than the seventh business day after the date the person received notice of the violation.

Tex. Local Gov't Code § 176.001 (2005)

§ 176.001. Definitions

In this chapter:

(1) "Commission" means the Texas Ethics Commission.

(2) "Family member" means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573, Government Code.

(3) "Local governmental entity" means a county, municipality, school district, junior college district, or other political subdivision of this state or a local government corporation, board, commission, district, or authority to which a member is appointed by the commissioners court of a county, the mayor of a municipality, or the governing body of a municipality. The term does not include an association, corporation, or organization of governmental entities organized to provide to its members education, assistance, products, or services or to represent its members before the legislative, administrative, or judicial branches of the state or federal government.

(4) "Local government officer" means:

(A) a member of the governing body of a local governmental entity; or

(B) a director, superintendent, administrator, president, or other person designated as the executive officer of the local governmental entity.

(5) "Records administrator" means the director, county clerk, municipal secretary, superintendent, or other person responsible for maintaining the records of the local governmental entity.

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

**Electronic Payments and Processing Services for County
Departments
RFP #12-076**

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Tuesday, November 27, 2012. Did you visit our website (www.epccounty.com) for any addendums?

_____ Did you sign the Proposal Schedule?

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

_____ Did you sign the "Consideration of Insurance Benefits" form?

_____ Did you file a copy of the completed Conflict of Interest Questionnaire (Form CIQ) with the El Paso County Clerk (in person or by mail to 500 E. San Antonio, Suite 105, El Paso, TX 79901 or by fax to 915-543-3816 attention Joann) and write the confirmation number given as proof of filing on your proposal schedule? Please include the completed and signed form with your response whether a relationship exists or not. **If form is not completed and filed with the County Clerk's office, proposal will be considered non-responsive.**

_____ If your proposal totals more than \$100,000.00 did you include a bid bond?

_____ Did you complete the mandatory **ethics-training** course and include a confirmation print as indicated in page 2?

_____ Did you provide one original and five (5) CD copies in Word/PDF Format of your response?