



**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., Monday, February 23, 2015 to be opened at the County Purchasing Office the same date for Automated Payment Kiosks for the County of El Paso

**Proposals must be in a sealed envelope and marked:  
"Proposals to be opened Monday, February 23, 2015  
Automated Payment Kiosks  
for the County of El Paso  
RFP Number 15-005"**

**Do not contact the requesting department. Any questions or additional information required by interested vendors must be e-mailed to: [bidquestions@epcounty.com](mailto:bidquestions@epcounty.com) before Wednesday, February 11, 2015, at 12:00 p.m. Proposal number and title must be on the "Subject Line" of the e-mail. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.**

Any changes in the specifications will be posted on the County website as an addendum. It shall be the proposer's responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted. Website: [www.epcounty.com](http://www.epcounty.com) ;Bids and more.

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

In order to remain active on the El Paso County Vendor list, each Vendor receiving this proposal must respond in some form. Vendors submitting a proposal must meet or exceed all specifications herein.

**KENNIE DOWNING**  
Purchasing Agent

# El Paso County Code of Ethics Training Affidavit

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

IN COMPLIANCE WITH CHAPTER 161 OF THE TEXAS LOCAL GOVERNMENT CODE, ANY VENDOR INVOLVED IN A SINGLE PROCUREMENT EXCEEDING \$50,000 MUST COMPLETE THE ENCLOSED ETHICS TRAINING BEFORE SUBMITTING A BID OR PROPOSAL WITH THE COUNTY OF EL PASO.

Purpose: The stability of democracy depends upon the continuing consent of the governed, which in turn depends upon the trust the electorate holds for its government. The Ethics Commission of the County of El Paso, Texas, in concert with elected county officials, as well as leaders of the various county departments, recognizes the need to maintain the public trust and confidence in the workings of county government and thus adopts this Code of Ethics.

What is a vendor:

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

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

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

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

## El Paso County Code of Ethics Training Affidavit (continued)

the hospital district board of managers until the procurement process is complete and a purchase order is granted or a contract is entered into.

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

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

I \_\_\_\_\_ am an officer, principal, or individual  
(Full Name)  
authorized to bind the company, known as

\_\_\_\_\_  
(Company name)

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

Name\_\_\_\_\_

Title\_\_\_\_\_

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

Address\_\_\_\_\_

\_\_\_\_\_  
Signature\_\_\_\_\_

Date\_\_\_\_\_



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

**Memorandum**

**To:** All Vendors

**Subject:** County Purchasing New Vendor/Bid System & Online Vendor Registration

---

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

All vendors wishing to receive or continue to receive bid notifications must register in this new system at [www.epcounty.com](http://www.epcounty.com). /Bids & More/Vendors List. Thank you for your cooperation. If you have any questions please contact Sally Borrego at (915)546-2048.

## EL PASO COUNTY SIGNATURE PAGE

**Description – RFP # 15-005**  
**Automated Payment Kiosks for the County of El Paso**

Vendor must meet or exceed specifications

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 four (4) CD copies in Word/PDF Format of your proposal. CD copies must reflect the original hard copy.**

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

Please quote prices and discounts on the following items:

F. O. B. El Paso County

\_\_\_\_\_  
Company

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Federal Tax Identification No.

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
DUNS Number (Applicable to Grant Funded Project)

\_\_\_\_\_  
Representative Name & Title

\_\_\_\_\_  
Telephone Number include area code

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Fax Number include area code

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

**\*\*\*THIS MUST BE THE FIRST PAGE ON THE PROPOSAL SUBMITTED\*\*\***

# **Automated Payment Kiosks for the County of El Paso**

**RFP #15-005**



**Opening Date  
Monday, February 23, 2015**

## **I. Overview**

El Paso County (hereforth known as “the County”) seeks to award a contract to a qualified company to provide automated payment kiosks for the collection of court-ordered financial assessments. This RFP is seeking proposals to place payment kiosks throughout various County facilities over a 3-year period. The County is seeking a “no-cost-to-the-County” solution in which the County does not pay for set up, kiosk machines, or maintenance of the machines. The costs shall be borne by the customers paying at the kiosks.

The successful proposer shall provide the following services to include but not be necessarily limited to:

- i. Kiosk management and coordination;
- ii. System design;
- iii. Kiosk(s) installation, configuration, interface and integration;
- iv. System testing and training;
- v. Warranty and maintenance;
- vi. Operations and maintenance services;
- vii. Payment processing; and,
- viii. Payments (transactions) records, reports, routing, access.

The initial phase of the project will place 2 kiosks. Additional kiosks may be requested depending on funding availability.

## **II. Minimum Qualifications**

- 1) The Contractor must have been in the business of providing automated payment kiosks for a minimum of three years.
- 2) The Contractor must be licensed to do business in Texas.
- 3) Kiosks shall interface with the Odyssey Court Management software. Odyssey is being maintained by Tyler Technologies.
- 4) Insurance: The successful Proposer(s) agrees to maintain, in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance as described in item #25 of the General Provisions section of this proposal.

- 5) By submitting a proposal, the Proposer will warrant that it possesses, or will arrange through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal, State, County and local laws, ordinances, regulations and codes.

### **III. Scope of Services**

- A. The County pursues the collection of court-ordered financial assessments through a variety of County and private sector sanctions to ensure the enforcement of judicial branch orders. These orders may include, but are not limited to, restitution, statutory surcharges, fines and court costs. The County currently accepts payments for the following financial assessments:
  1. Justice of the Peace Court –all criminal and traffic cases
  2. District Court –all criminal cases
  3. Family Court –all criminal cases
  4. The fines and fees described in items 1-3 above are managed in the Odyssey Court Management software. In the future, the County may require other integrations such as software from the Domestic Relations Office, Tax Office, Adult Probation, and Health Social Services agencies. (To date, no other software integrations are required in this RFP.)
- B. The County desires to implement electronic payment kiosks to expand the ability to accept payments for various County agencies. These kiosks will increase the accessibility of payment locations for the public, without the need for increased agency resources.
- C. The County desires to initially have a total of 2 automated payment kiosks installed. Combined, the County expects a total of approximately five hundred (500) transactions, totaling approximately five thousand dollars (\$5,000) per month in activity at the time of initial implementation. The County does not guarantee a minimum number of monthly transactions or monthly fees collected.
- D. In addition, Vendor should have the capacity to provide kiosks at an unlimited number of additional locations mutually agreed upon by the County and Vendor. Vendor should have the capacity to handle up to five thousand (5,000) transactions per month, totaling approximately two hundred and fifty thousand dollars (\$250,000) per month in activity in the event of full implementation. The County does not guarantee that additional kiosks will be installed and does not guarantee a minimum number of transactions or fees collected.



E. Kiosks

1. Kiosks must be tamper resistant and built to withstand use in a correctional setting.
2. Kiosks must be constructed to withstand public usage in either an interior or exterior location. Kiosks must be weather resistant.
3. Vendor will provide an optional price for kiosks placed outside: to install a canopy over the kiosk to protect the public from rain, bad weather, etc.
4. Kiosk must have etch resistant display.
5. Kiosk must be easily cleanable in the event of graffiti.
6. Kiosk shall be interfaced with the Odyssey Court Management software. Odyssey is being maintained by Tyler Technologies.
7. Kiosk software must be flexible to create workflows that integrate with established Court processing systems and can generate programmable information screens for the end-user.
8. Kiosk(s) must meet all requirements of the Americans with Disabilities Act (ADA) requirements. In addition, Kiosk(s) must be able to implement any future requirements proposed by legislation relative to changes in the ADA.

F. Payment/Acceptance of Funds

1. The County has a 3-year agreement with Value Payment Systems, located in Nashville TN for credit card processing services in which all credit card transactions are run through Value Payment Systems, if possible. Proposer should state in their proposal, if their kiosk and software has the ability to utilize Value Payment Systems as their credit card processor. (If so, provide the associated transaction fee. If not, provide information about your current credit card processing company).
2. Kiosks must be able to accept cash, credit cards, debit cards with payment functionality for the end user being consistent for all payment mediums.
3. Kiosks must be able to accept and apply payments to multiple County accounts.
4. Kiosks must be able to charge a service or convenience fee to the user in addition to their court assessment. The additional service fee collected shall be returned to the County. (Vendors shall explain in their proposal how they intend to send payments to the County and issuance of a monthly report showing the amounts paid.)

5. In the event that the payment processing network is down, thereby limiting the ability to process credit and debit card transactions, kiosks must still be able to accept cash payments where cash payments are allowable by agency guidelines.
6. Kiosks must have an updatable currency acceptor to safeguard against counterfeit funds. In the event a kiosk accepts counterfeit funds, Vendor must guarantee those funds to the County.
7. Vendor shall be responsible for the security of their kiosks against theft, especially kiosks in outside locations. If a theft of cash occurs, Vendor must guarantee those funds to the County. Describe the vendor's security measures against break-ins and theft.
8. All cash payments accepted by Vendor must be electronically deposited into an approved County account through ACH on a daily basis.
9. All kiosks will provide a receipt to the end-user of all approved transactions; paper, printer and supplies will be provided and/or maintained by the vendor. The County shall also be able to access a copy of the end-user's receipt for verification purposes.

G. Monitoring

1. Kiosks must contain picture capture and/or visual recording for a period of 30 days, in a method acceptable to the County. Vendor shall deliver any request for photo or video of any transactional periods within 24 hours of request.
2. Explain your company's position in dealing with a data breach or reported suspected data breach and what actions you would take, include any supporting procedures adopted by your company as standard operating or contingency procedures.
3. Submit your company's operating redundancy plans, aka disaster recovery plans.

H. Customer Service & Training

1. Vendor must be able to provide customer service to end-user inquiries regarding the acceptance of payment through a company kiosk.
2. The County will provide the customer service to end-user inquiries regarding the application of paid funds in the County financial system(s).
3. Vendor must provide all pamphlets, literature and handouts to promote the usage of the payment kiosks.

4. Vendor shall describe in their proposal the vendor's customer service capabilities, hours of operation, etc.
5. Describe the training you will provide to the County on the kiosk operation and maintenance and support

I. Languages

Kiosks must offer both English and Spanish language options and should be expandable to include other languages as deemed necessary by the County.

J. Technical/Data

1. Vendor must be able to process all transactions through a secure data server using 128 bit SSL or SSH or higher.
2. Vendor must be able to provide remote access to all kiosk transaction logs in order to validate inquiries from kiosk end-users. Training on use of remote access must be provided by Vendor.
3. The vendor must supply a dedicated internet connection. Describe the connection. What Mbps upload and download speed?
4. Proposer must have a current Money Transmittal License for State of Texas.

K. Promotional Materials

Vendor must provide and assist with the dissemination of instructional and promotional materials, which include information on usage and availability of kiosks. Such materials may include pamphlets, materials for the County website, kiosk signage, and other appropriate materials mutually agreed upon by Vendor and the County.

L. Installation

It will be the responsibility of the Vendor to:

- a. Install the kiosks at the locations designated by the County, to include delivery, anchoring, and connecting electric and telephone/data wiring. Installation will be coordinated with the County.
- b. Vendors will describe the tasks and costs needed for 1) an inside installation and 2) an outside installation. Include all costs such as concrete pad, internet, wifi, electrical, canopy, etc. Tell us what parts of the expense are paid by the vendor and which are paid by the County.

- c. The awarded Company shall successfully test all components for one kiosk to be implemented as directed by the County and to its satisfaction. Vendor will not proceed with the installation of additional kiosks until successful completion of test.

M. Maintenance

1. It will be the responsibility of the Vendor to:
  - a. Maintain the kiosks, to include repairing the hardware, upgrading the software, picking up cash, providing armored carrier service, paying for telephone (data transmission) service if necessary, marketing, and any other service (other than electricity) related to day to day operations.
  - b. When a kiosk problem is reported to the Vendor, there will be a 1-4 hour window for the County to receive a phone call or e-mail from the Vendor on the handling of the reported problem and a 48 hour repair or replace window.
  - c. All approved script changes, or information screen updates, must be implemented within the software/kiosks within 48 hours of notification from the County.
  - d. Provide monthly reporting to the County detailing the activity of each kiosk, including transaction volume, dollar volume and fees generated.
  - e. Service kiosks, or provide a contractor to service kiosks, including maintaining the general appearance of kiosks, performing maintenance on kiosks, and making any necessary repairs to kiosks.
  - f. Maintain the highest level of accessibility based on a twenty-four (24) hour basis with less than three (3) percent downtime due to Vendor system issues per kiosk.
2. The County will not assume any liability for damage caused to the kiosks through acts of vandalism or by accidents or by any other causes.
3. Describe the County's responsibilities and on-going tasks necessary regarding the kiosks.

N. Reports and Records

1. Vendor must keep records of all transactions for a minimum of thirty-six (36) months. Vendor shall provide reproductions of any transaction(s) as requested, delivered within 24 hours of request.

2. Vendor or Vendor's software shall issue a monthly report showing the service fee paid back to the County.
3. Vendor shall provide a list of all the reports the County can obtain from the kiosks. Are the reports available through an on-line software or other method?

## **PROPOSAL FORMAT**

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated. Failure to respond to any of the sections or questions may result in rejection of the proposal at the sole discretion of the County. Proposals shall not exceed 50 pages.

- Letter of Transmittal
- Proposal Narrative- Statement of Work
- Proposal Questionnaire
- References
- Cost Proposal

## **LETTER OF TRANSMITTAL**

A Letter of transmittal must accompany each proposal. The Letter of Transmittal must be on official business letterhead:

- identify the organization and number of years in business; identify the closest office location to El Paso County.
- 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, partnership, non/for-profit, etc.).
- identify the name, title, telephone, email and FAX number of the person to be contacted for clarification;
- letter must be signed by the person authorized to bind the company in a contract with the County.

## **PROPOSAL NARRATIVE and RESPONSE TO SCOPE OF WORK**

- 1) Describe your organization's qualifications and experience in providing payment kiosks.
- 2) Describe your company's response to each item listed in the Scope of Work on Attachment A. This form is required and must be included with the proposal.
- 3) Provide a brochure showing the proposed kiosks.

## REFERENCES

Vendor shall supply references. Provide a minimum list of three references that use your firm for the same or similar services under an annual contract basis. The County will contact these references as part of the due diligence phase of supplier selection. Include for each reference:

- a.) Company name
- b.) Contact name
- c.) Company address
- d.) Contact telephone number and fax number
- e.) Contact e-mail address
- f.) The number of years the contract was in force
- g.) The number of kiosks in place

## COST PROPOSAL

1. The cost (if any) to the County expressed on an annual fee basis and an individual transaction basis.
2. The cost (if any) to the customer expressed on a per transaction basis.
3. Cost for:
  - 1) Provide and initial install one (1) kiosk with interior installation, interfaces with the County's softwares, electrical, wifi, telephone, other services necessary to make the kiosk fully operational.
  - 2) Provide and install one additional (1) kiosk with interior installation, electrical, wifi, telephone, other services necessary to make the kiosk fully operational.
  - 3) Provide and initial install one (1) kiosk with exterior installation, interfaces with the County's softwares, concrete pad, electrical, wifi, telephone, canopy, other services necessary to make the kiosk fully operational.
  - 4) Provide and install one additional (1) kiosk with exterior installation, concrete pad electrical, wifi, telephone, canopy, other services necessary to make the kiosk fully operational.
  - 5) Any other charges associated to complete this project as described in the RFP.

## GENERAL EVALUATION REQUIREMENTS

### a. Criteria Weight

The County's evaluation committee will evaluate all proposals using the same criteria and scoring process. The following criteria shall be used:

Criteria	Weight
Experience and Reputation of Company	20%
Capacity of Kiosks to Meet Requirements	30%
Cost of Services to County	20%
Cost of Services to Kiosk Users	20%
Reporting Features	10%
Total	100%

### b. Proposal Clarification

The County may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

In addition, the County may request a demonstration of the product to determine the true functionality of the kiosks.

### c. Award

The evaluation committee will recommend the highest-ranked proposal to Commissioners Court for award.



**ATTACHMENT A**  
**RFP #15-005**  
**AUTOMATED PAYMENT KIOSKS**

**RESPONSE TO THE SCOPE OF WORK**

RFP Section #	Description (Page 1 of 4)	Response (Yes/No/Explain)
II.1	The Contractor must have been in the business of providing automated payment kiosks for a minimum of three years.	
II.2	The Contractor must be licensed to do business in Texas.	
II.3	Kiosks shall interface with the Odyssey Court Management software. Odyssey is being maintained by Tyler Technologies.	
III.C	The County desires to initially have a total of 2 automated payment kiosks installed. Combined, the County expects a total of approximately five hundred (500) transactions, totaling approximately five thousand dollars (\$5,000) per month in activity at the time of initial implementation. The County does not guarantee a minimum number of monthly transactions or monthly fees collected.	
III.D	In addition, Vendor should have the capacity to provide kiosks at an unlimited number of additional locations mutually agreed upon by the County and Vendor. Vendor should have the capacity to handle up to five thousand (5,000) transactions per month, totaling approximately two hundred and fifty thousand dollars (\$250,000) per month in activity in the event of full implementation. The County does not guarantee that additional kiosks will be installed and does not guarantee a minimum number of transactions or fees collected.	
III.E.1.	Kiosks must be tamper resistant and built to withstand use in a correctional setting.	
III.E.2	Kiosks must be constructed to withstand public usage in either an interior or exterior location. Kiosks must be weather resistant.	
III.E.3	Vendor will provide an optional price for kiosks placed outside: to install a canopy over the kiosk to protect the public from rain, bad weather, etc.	
III.E.4	Kiosk must have etch resistant display.	
III.E.5	Kiosk must be easily cleanable in the event of graffiti	
III.E.7	Kiosk software must be flexible to create workflows that integrate with established Court processing systems and can generate programmable information screens for the end-user.	
III.E.8	Kiosk(s) must meet all requirements of the Americans with Disabilities Act (ADA) requirements. In addition, Kiosk(s) must be able to implement any future requirements proposed by legislation relative to changes in the ADA.	
III.G.1.	Proposer should state in their proposal, if their kiosk and software has the ability to utilize Value Payment Systems as their credit card processor. (If so, provide the associated transaction fee. If not, provide information about your current credit card processing company).	
III.G.2.	Kiosks must be able to accept cash, credit cards, debit cards	

RFP Section #	Description (Page 2 of 4)	Response (Yes/No/Explain)
III.G.3.	Kiosks must be able to accept and apply payments to multiple County accounts.	
III.G.4	Kiosks must be able to charge a service or convenience fee to the user in addition to their court assessment. The additional service fee collected shall be returned to the County. (Vendors shall explain in their proposal how they intend to send payments to the County and issuance of a monthly report showing the amounts paid.)	
III.G.5	In the event that the payment processing network is down, thereby limiting the ability to process credit and debit card transactions, kiosks must still be able to accept cash payments where cash payments are allowable by agency guidelines.	
III.G.6	Kiosks must have an updatable currency acceptor to safeguard against counterfeit funds. In the event a kiosk accepts counterfeit funds, Vendor must guarantee those funds to the County.	
III.G.7	Vendor shall be responsible for the security of their kiosks against theft, especially kiosks in outside locations. If a theft of cash occurs, Vendor must guarantee those funds to the County. Describe the vendor's security measures against break-ins and theft.	
III.G.8	All cash payments accepted by Vendor must be electronically deposited into an approved County account through ACH on a daily basis.	
III.G.9	All kiosks will provide a receipt to the end-user of all approved transactions; paper, printer and supplies will be provided and/or maintained by the vendor. The County shall also be able to access a copy of the end-user's receipt for verification purposes.	
III.H.1	Kiosks must contain picture capture and/or visual recording for a period of 30 days, in a method acceptable to the County. Vendor shall deliver any request for photo or video of any transactional periods within 24 hours of request.	
III.H.2.	Explain your company's position in dealing with a data breach or reported suspected data breach and what actions you would take, include any supporting procedures adopted by your company as standard operating or contingency procedures.	Attach
III.H.3	Submit your company's operating redundancy plans, aka disaster recovery plans.	Attach
III.I.1	Vendor must be able to provide customer service to end-user inquiries regarding the acceptance of payment through a company kiosk.	
III.I.2	The County will provide the customer service to end-user inquiries regarding the application of paid funds in the County financial system(s).	
III.I.3	Vendor must provide all pamphlets, literature and handouts to promote the usage of the payment kiosks.	
III.I.4	Vendor shall describe in their proposal the vendor's customer service capabilities, hours of operation, etc.	
III.I.5	Describe the training you will provide to the County on the kiosk operation and maintenance and support	

RFP Section #	Description (Page 3 of 4)	Response (Yes/No/Explain)
III.J	Kiosks must offer both English and Spanish language options and should be expandable to include other languages as deemed necessary by the County.	
III.K.1	Vendor must be able to process all transactions through a secure data server using 128 bit SSL or SSH or higher.	
III.K.2	Vendor must be able to provide remote access to all kiosk transaction logs in order to validate inquiries from kiosk end-users. Training on use of remote access must be provided by Vendor.	
III.K.3	The vendor must supply a dedicated internet connection. Describe the connection. What Mbps upload and download speed?	
III.K.4	Proposer must have a current Money Transmittal License for State of Texas.	
III.L	Vendor must provide and assist with the dissemination of instructional and promotional materials, which include information on usage and availability of kiosks. Such materials may include pamphlets, materials for the County website, kiosk signage, and other appropriate materials mutually agreed upon by Vendor and the County.	
III.M.a	Vendor shall Install the kiosks at the locations designated by the County, to include delivery, anchoring, and connecting electric and telephone/data wiring. Installation will be coordinated with the County.	
III.M.b	Vendors will describe the tasks and costs needed for 1) an inside installation and 2) an outside installation. Include all costs such as concrete pad, internet, wifi, electrical, canopy, etc. Tell us what parts of the expense are paid by the vendor and which are paid by the County.	Attach
III.M.c	The awarded Company shall successfully test all components for one kiosk to be implemented as directed by the County and to its satisfaction. Vendor will not proceed with the installation of additional kiosks until successful completion of test.	
III.N.a	Maintain the kiosks, to include repairing the hardware, upgrading the software, picking up cash, providing armored carrier service, paying for telephone (data transmission) service if necessary, marketing, and any other service (other than electricity) related to day to day operations.	
III.N.b	When a kiosk problem is reported to the Vendor, there will be a 1-4 hour window for the County to receive a phone call or e-mail from the Vendor on the handling of the reported problem and a 48 hour repair or replace window.	
III.N.c	All approved script changes, or information screen updates, must be implemented within the software/kiosks within 48 hours of notification from the County.	
III.N.d	Provide monthly reporting to the County detailing the activity of each kiosk, including transaction volume, dollar volume and fees generated.	
III.N.e	Service kiosks, or provide a contractor to service kiosks, including maintaining the general appearance of kiosks, performing maintenance on kiosks, and making any necessary repairs to kiosks.	

RFP Section #	Description (Page 4 of 4)	Response (Yes/No/Explain)
III.N.f	Maintain the highest level of accessibility based on a twenty-four (24) hour basis with less than three (3) percent downtime due to Vendor system issues per kiosk.	
III.N.2	The County will not assume any liability for damage caused to the kiosks through acts of vandalism or by accidents or by any other causes.	
III.N.3	Describe the County's responsibilities and on-going tasks necessary regarding the kiosks.	
III.O.1	Vendor must keep records of all transactions for a minimum of thirty-six (36) months. Vendor shall provide reproductions of any transaction(s) as requested, delivered within 24 hours of request.	
III.O.2	Vendor or Vendor's software shall issue a monthly report showing the service fee paid back to the County.	
III.O.3	Vendor shall provide a list of all the reports the County can obtain from the kiosks. Are the reports available through an on-line software or other method?	

## **General Provisions County of El Paso, Texas**

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

### **1. PROPOSAL PACKAGE**

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

### **2. COMPETITIVENESS AND INTEGRITY**

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

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

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

### **3. PROPOSER’S RESPONSIBILITY**

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

- Have been in business of providing services for a minimum of 5 years;
- Have adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Proposal;
- Have satisfactory record of performance;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.

#### **4. REJECTION OF PROPOSALS**

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

#### **5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**

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

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

#### **6. SUBSTITUTES**

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

#### **7. EXCEPTIONS TO PROPOSAL**

The proposer will list on a separate sheet of paper any exceptions to the conditions of the proposal. This sheet will be labeled, "Exceptions to Proposal Conditions", and will be attached to the proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

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

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

## **8. PRICING**

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

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

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

## **9. TAX EXEMPTION**

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

## **10. MODIFICATION OF PROPOSALS**

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

## **11. SIGNATURE OF PROPOSALS**

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

## **12. AWARD OF BID/PROPOSALS-EVALUTATION CRITERIA AND FACTORS**

### **Pursuant to the Texas Local Government Code**

**Bids** shall be awarded to the responsible bidder that submits the lowest and best bid.

**Proposals** will be made to the responsible proposer 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. The prices proposed will be considered firm and cannot be altered after the submission deadline. **The proposed cost to the County will be considered firm, unless the County invokes its right to request a best and final offer and cannot be altered after the submission deadline.**

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

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

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

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

## **13. PUBLIC INFORMATION ACT**

The parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. Proposer agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its bid. County agrees to provide notice to Proposer in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret.

## **14. RESULTANT CONTRACT**

The resultant contract shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, proposal package, any addenda issued, and any change orders issued during the work.

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



the Commissioners' Court and will terminate on the date specified in the contract unless terminated earlier as herein set forth.

**15. ESTIMATED QUANTITIES**

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

**16. CONTRACTOR INVESTIGATION**

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

**17. NO COMMITMENT BY COUNTY**

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

**18. BEST AND FINAL OFFERS**

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

**19. SINGLE PROPOSAL RESPONSE**

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

**20. REJECTION/DISQUALIFICATION OF PROPOSALS**

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

- A. Failure to use the proposal form(s) furnished by the County, if applicable.
- B. Lack of signature by an authorized representative that can legally bind the company on the proposal form.

- C. Failure to properly complete the proposal.
- D. Proposals that do not meet the mandatory requirements.
- E. Evidence of collusion among proposers.

## **21. CHANGES IN SPECIFICATIONS**

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

## **22. PROPOSAL IDEAS AND CONCEPTS**

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

## **23. BID/PROPOSAL DISCLOSURES**

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

The Proposal for Services: The names of those who submitted proposals will not be made public information until an award is made by Commissioners' Court and contract executed by the parties. No price, staffing or other proposal information will be released. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a proposal was received. Violations of this provision may result in the rejection of a proposal.

## **24. WITHDRAWAL OF PROPOSAL**

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

## **25. INDEMNIFICATION**

- A. The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against El Paso County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensations a sum of money reasonably sufficient to liquidate any and all such lawful claims.

- B.** Pursuant to Texas Local Government Code Section 262.032(b), any successful bidder who is awarded any contract in excess of \$50,000 may be required to execute a performance bond to the County. Said bond shall be in the full amount of the contract and must be furnished within 30 days after the date a purchase order is issued or the contract is signed and prior to commencement of the actual work. A performance bond required pursuant to this section shall be noted in the attached detailed bid specifications or scope of work. This section does not apply to a performance bond required by Chapter 2253, Texas Government Code.

## **26. PROOF OF INSURANCE**

Successful proposer agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services limits of not less than the following sums:

### **INSURANCE REQUIREMENTS FOR CONSTRUCTION AND OTHER SERVICES PROVIDED TO THE COUNTY OF EL PASO**

#### GENERAL LIABILITY:

\$1,000,000 – Each Occurrence  
\$1,000,000 – General Aggregate  
\$1,000,000 – Personal & Advertising Injury  
\$1,000,000 – Products/Completed Operations – Aggregate  
\$5,000 – Premises Medical Expense  
\$500,000 – Fire Legal Damage Liability  
County named as “Additional Insured”  
Waiver of Subrogation

#### AUTOMOBILE:

\$1,000,000 – Each Occurrence  
County named as “Additional Insured”  
Waiver of Subrogation

#### WORKERS COMPENSATION:

\$1,000,000 – Employers Liability – Each Accident  
\$1,000,000 – Employers Liability – Each Employee  
\$1,000,000 – Employers Liability – Disease – Policy Limit  
Statutory Limits  
Waiver of Subrogation

#### CONSTRUCTION PROJECTS additional requirements:

Builders Risk Policy for total amount of completed project  
Bid Bond

## Performance & Payment Bond

PROFESSIONAL SERVICES additional requirements:  
Limit of \$1,000,000 for E&O/Professional Insurance.

Successful proposer shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful proposer. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to the County.

Insurance is to be placed with insurers having a Best rating of no less than A. The Proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity. The County agrees to provide Proposer with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Proposer.

In no event shall the County be liable for any damage to or destruction of any property belonging to the Proposer.

**El Paso County shall be listed as the additional insured on policy certificates and shall be notified of changes to the policy during the contractual period.**

### **27. Conflict of Interest Disclosure Reporting**

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

### **28. NON-COLLUSION AFFIDAVIT**

The contractor declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, of that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the proposal price of the contractor of any

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

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

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

## **29. SOVEREIGN IMMUNITY**

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

## **30. MERGERS, ACQUISITIONS**

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

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

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

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

## **31. DELAYS**

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

**32. ACCURACY OF DATA**

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

**33. SUBCONTRACTING/ASSIGNMENT**

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

**34. INDEPENDENT CONTRACTOR**

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

**35. MONITORING PERFORMANCE**

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

**The County of El Paso is an equal opportunity employer.**

**36. PROCUREMENT ETHICS**

**CODE OF ETHICS TRAINING AFFIDAVIT FORM**

**El Paso County Code of Ethics Training Requirement for Vendors:**

Any vendor involved in a single procurement exceeding \$50,000 must read and sign the El Paso County Code of Ethics Training Affidavit that is included in each bid packet. By reading and signing the Affidavit form, the bidder has confirmed that they have been trained in the El Paso County Code of Ethics. The training must be completed by an officer, principal, or other person with the authority to bind the company.

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

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

[http://www.epcounty.com/ethicscom/trainingvendor\\_files/frame.htm](http://www.epcounty.com/ethicscom/trainingvendor_files/frame.htm)

If completed on-line, the training receipt should be printed out and included with the BID/RFP/RFQ/RFI.

## **COUNTY OF EL PASO, TEXAS**

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

Instructions for the certifications:

#### **General Requirements**

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

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

#### **1. LOBBYING**

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

## 2. DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

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

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

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



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

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

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

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

### 4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

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

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

---

Business Name

---

Date

---

Name of Authorized Representative

---

Signature of Authorized Representative

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

## **HEALTH INSURANCE BENEFITS QUESTIONNAIRE**

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

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

---

---

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

---

---

---

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

---

---

3. ☐

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

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

---

Business Name

---

Date

---

\* Name of Authorized Representative

---

Signature of Authorized Representative

---

\* This page must be included in all responses.



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

---

RE: RFP #15-005, Automated Payment Kiosks for the County of El Paso

Dear Vendor:

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

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

County Officers:	County Judge Veronica Escobar Commissioner Carlos Leon Commissioner David Stout Commissioner Vicente Perez Commissioner – Andrew Haggerty
County Employees:	Kennie Downing, Purchasing Agent 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 Josie Brostrom, Assistant County Attorney Rebecca Quinn, Assistant County Attorney Michael Martinez, Contract Admin. Manager Delia Briones, County Clerk\ Carol Sagaribay, Deputy Assistant Patricia Reyes, Contract Administrator Assistant

---

# 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 # 15-005

**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

**COUNTY OF EL PASO GUIDELINES AND CRITERIA  
FOR  
CONSIDERATION OF LOCATION  
OF BIDDER'S PRINCIPAL PLACE OF BUSINESS  
(LOCAL BUSINESS PREFERENCE POLICY)**

**I. AUTHORIZATION**

Section 271.905 of the Texas Local Government Code authorizes the County of El Paso to give consideration to the location of a bidder's principal place of business in awarding the bid ("Local Business Preference"). In order to do so, the County Commissioners Court must determine, in writing, that the local bidder offers the County the best combination of contract price and additional economic development opportunities for the County created by the contract award, including the employment of residents of the County and increased tax revenues to the County.

**II. GENERAL PURPOSE AND INTENT**

**A.** The purpose and intent of these Guidelines and Criteria is to set forth the parameters under which the County of El Paso may consider the location of a bidder's principal place of business in awarding the bid.

**B.** All applications for consideration will be considered on a case-by-case basis, and the decision to approve or deny consideration shall be at the discretion of the El Paso County Commissioners Court.

**C.** The County of El Paso reserves the right to reject all bids; award a contract to the lowest bidder; or to award the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

**III. FACTORS THAT THE COUNTY MAY CONSIDER IN AWARDING A CONTRACT UNDER THE LOCAL PREFERENCE POLICY**

**A.** The bids must be for any real property or personal property that is not affixed to real property.

**B.** The location of the bidder's principal place of business must be in the County, as evidenced by submission of the current and valid Franchise Tax Certificate and the Certificate of Account Status on file with the Texas Secretary of State, or other documents if applicable under the Texas Business Organizations Code.

**C.** The bidder's bid price must be within 3% of the lowest and best qualified bid.

**D.** The bidder must include in the bid a written application for the Local Business Preference providing objective information satisfactory to the Commissioners Court as to how the award of the bid will lead to additional economic development opportunities for the County created by the contract award, including (1) The employment of County residents, and (2) Increased tax



revenues to the local government. Such information shall be as appropriate to the type of bid, but may include, but is not limited to:

- (i) bid amount as percentage of reported local annual sales/revenue;
- (ii) economic impact- number of employees added within past 12 months
- (iii) new job by salary category
- (iv) local annual property taxes paid

**E.** The bidder must not be tax-delinquent as to federal, state, or local taxes.

**F.** The bidder may not subcontract the award, or any part of the award.

**G.** The bidder must not be indebted to the County. "Debt" includes delinquent taxes, fines, fees, and delinquencies arising from written agreements with the County. (This provision will take effect immediately upon the action by Commissioners Court required under Texas Local Government Code section 262.0276).

**H.** In determining who is a responsible bidder, the commissioners court may take into consideration the safety record of the bidder, of the firm, corporation, partnership or institution represented by the bidder. (This provision will take effect immediately upon the action by Commissioners Court required under Texas Local Government Code section 262.0275).

**I.** All bidders, including owners, principals or officers if the bidder is a corporation or other legal entity, seeking Local Business Preference will be required to submit an affidavit of any and all political contributions to members of Commissioners Court for the previous 12 months.

**J.** A business in which a member of Commissioners Court has a substantial business interest as defined under Texas Local Government Code Chapter 171 is not eligible for consideration under the Local Business Preference Policy.

#### **IV. APPLICATION**

**A. Case By Case Basis.** If the Purchasing Agent and Procurement Review Panel determines that a proposed bid is appropriate for Local Business Preference, it will include in the bid the information required from the bidder. Only bids for real property or personal property that is not affixed to real property are eligible for the Local Business Preference.

**B. Written Application:** A bidder may request consideration for Local Business Preference by submitting the required information as part of the bid. There is no charge to submit the application.

**C. Contents of Application:** The application shall consist of a completed application form. The application must include objective, verifiable information from the bidder as to how the local bidder offers the County the best combination of contract price and additional economic development opportunities for the County created by the contract award, including the employment of County residents and increased tax revenues to the County. The application form may require such financial and other information, as the County deems appropriate for evaluating the financial capacity and other relevant factors of the applicant.

## V. ADMINISTRATION

**A. Annual Assessment:** Each September, the Purchasing Agent shall separately account for all bids awarded pursuant to the Local Preference Policy and the County Auditor shall annually determine the total value of contracts awarded pursuant to the Local Preference Policy.

**B. Annual Reports:** Each September, a company receiving a contract award pursuant to the Local Business Preference shall report to the County its annual revenues, annualized employment levels distributed by wage brackets, the addition or deletion of capital assets in excess of \$1,000,000.00, and any other pertinent information that would affect the ability of the local operation to maintain its status as a going concern.

**C. "Buy Local" Provision:** Each recipient of Local Business Preference shall additionally agree to give preference and priority to local manufacturers, suppliers, contractors and labor, except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency. The Annual Report by the company shall include a summary of the action taken by the company pursuant to the "Buy Local" Provision.

## VI. CONFIDENTIALITY

Information that is provided to the County in connection with an application or request for Local Business Preference under these Guidelines and Criteria shall be kept confidential and not be subjected to public disclosure except as required by law, the Texas Attorney General, or by an order of a court. Written information shall be released pursuant to a request under the Public Information Act, Chapter 552 of the Texas Government Code, as amended, by the officer for public information or his or her designee in accordance with the standards established under that act for confidentiality and closed records.

Adopted this 17<sup>th</sup> day of December, 2012 by the El Paso County Commissioners Court.

ATTEST

COUNTY OF EL PASO

  
County Clerk, Delia Briones

  
County Judge Veronica Escobar

**COUNTY OF EL PASO  
LOCAL BUSINESS PREFERENCE POLICY  
APPLICATION for  
BID/RFP NO. 15005**

**For additional information, see the Local Business Preference Policy (attached).**

**A. Qualification as a Local Business.**

**Where is your principal place of business?**

---

---

---

---

**Are you tax delinquent as to federal, state, or local taxes?**\_\_\_\_\_

**Are you registered to do business with the Texas Secretary of State?**\_\_\_\_\_

\_\_\_\_\_**Attach a copy of your current Franchise Tax Certificate on file with the Texas Secretary of State.**

\_\_\_\_\_**Attach a copy of your current Certificate of Account Status on file with the Texas Secretary of State.**

If the above documents do not apply, explain why and provide the equivalent documents required by the Texas Secretary of State and/or Texas Business Organizations Code for your type of business entity.

**B. Economic Development Opportunities.**

**How will the bid award lead to additional economic development opportunities for the County?** *This information includes, but is not limited to, (1) The employment of County residents, and (2) Increased tax revenues to the local government. Such information shall be as appropriate to the type of bid, but may include, but is not limited to:*

(i) *bid amount as percentage of reported local annual sales/revenue, or total commodity sales;*

(ii) *economic impact- number of employees added within past 12 months*

(iii) *new jobs by salary category*

(iv) *local annual property taxes paid*

(You may attach your answer on a separate page, if you prefer).

---

---

---

---

**C. No Subcontracting of Award.**

The bidder may not subcontract the award, or any part of the award. Doing so will be grounds for termination of the contract and penalties. **Agreed** \_\_\_\_ **Yes** \_\_\_\_ **No**



**D. Affidavit of Contributions to members of Commissioners Court.**

Any and all political contributions by the bidder to members of Commissioners Court for the previous 12 months by the bidder, must be disclosed. This includes owners, principals or officers if the bidder is a corporation or other legal entity, must be disclosed. **Complete and sign the attached affidavit.**

**E. Annual Report.** If you are awarded the bid, you must provide the County, every September, a report of your revenues for the most recent year end, annual employment levels by wage brackets, the addition or deletion of capital assets in excess of \$1,000,000.00, and any other pertinent information that would affect the ability of your business to maintain its status as a going concern.

**F. Agreement to “Buy Local.”**

If you are awarded the bid, you agree to give preference and priority to County manufacturers, suppliers, contractors and labor, except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency. Your Annual Report (see Section E) must include a summary of the action taken by the company pursuant to the “Buy Local” Provision.

**G. Confidentiality.**

Information that is provided to the County in connection with an application or request for Local Business Preference shall be kept confidential and not be subjected to public disclosure except as required by law, the Texas Attorney General, or by an order of a court. Written information shall be released pursuant to a request under the Public Information Act, Chapter 552 of the Texas Government Code, as amended, by the officer for public information or his or her designee in accordance with the standards established under that act for confidentiality and closed records.

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

Name Of Authorized Representative \_\_\_\_\_

Title Of Authorized Representative \_\_\_\_\_

Signature Of Authorized Representative \_\_\_\_\_

Date

\_\_\_\_\_

AFFIDAVIT

*To be completed by all vendors as described in section D of the local business preference application- By owner, if vendor is a sole proprietorship or all principals and officers if the vendor is a corporation or other legal entity*

AFFIDAVIT

THE STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, who, first upon oath being duly sworn, deposed and stated:

I am fully competent to make this affidavit, and the information contained herein is based upon my personal knowledge..

1. My name is \_\_\_\_\_. My title and principal place of business is\_\_\_\_\_.

2. For the period from January 1, 2012 to the present, I, made the following campaign contributions, gifts or any transfers of cash, checks or anything of value to any member of the El Paso County Commissioners Court, any person related by marriage or birth to the County Commissioners or County Judge or any member of the El Paso County administrative staff: (Provide Date, Amount or Cash Value of Gift, and Recipient's Name and Title): \_\_\_\_\_.

*[add any additional information you think necessary or appropriate]*

\_\_\_\_\_  
Affiant

The foregoing Affidavit was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2013 by \_\_\_\_\_, (Name), \_\_\_\_\_(Title), both in his/her individual capacity and on behalf of \_\_\_\_\_(Company).

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

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

**Automated Payment Kiosks f  
or the County of El Paso  
RFP #15-005**

---

**THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE**

- \_\_\_\_\_ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Monday, February 23, 2015. Did you visit our website ([www.epcounty.com](http://www.epcounty.com)) for any addendums?
- \_\_\_\_\_ Did you sign the Proposal Signature Page?
- \_\_\_\_\_ Did you sign the "Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Nondiscrimination Status And Implementing Regulations" document?
- \_\_\_\_\_ If seeking preference, did you sign the "Health Insurance Benefits Questionnaire"?
- \_\_\_\_\_ Did you sign and complete the "Conflict of Interest Questionnaire"?
- \_\_\_\_\_ Did you complete and sign the required "Ethics Training Affidavit Form"?
- \_\_\_\_\_ Did you provide one original and four (4) CD copies in Word/PDF Format of your response? CD copies must reflect original hard copy.