



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, April 29, 2013 to be opened at the County Purchasing Office the same date for Armored Car Services for the County of El Paso. A pre-proposal conference will be held on Wednesday, April 17, 2013 at 10:00 a.m. in the Purchasing Conference Room located at 800 East Overland, room 300 El Paso, Texas 79901.

**Proposals must be in a sealed envelope and marked:
"Proposals to be opened April 29, 2013
Armored Car Services for the County of El Paso
RFP Number 13-026"**

Any questions or additional information required by interested vendors must be submitted in writing to the attention of the Assistant County Purchasing Agent before Thursday, April 18, 2013, at 12:00 p.m. Questions can be faxed to (915)-546-8180.

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

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

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

JOSE LOPEZ, JR.
Assistant Purchasing Agent

IMPORTANT NOTICE FOR VENDORS

EL PASO COUNTY CODE OF ETHICS TRAINING REQUIREMENT FOR VENDORS

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

Training

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

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

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

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

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

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

Vendors Who Have Completed Ethics Training

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



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

Memorandum

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

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

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

PROPOSAL SCHEDULE

To: El Paso County, Texas

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

Please quote prices and discounts on the following items:

F. O. B. El Paso County

Description – RFP # 13-026 Armored Car Services 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 six (6) CD copies in Word/PDF Format of your proposal.

Company	Mailing Address
Federal Tax Identification No.	City, State, Zip Code
Ethics Representative (refer to page 2)	Ethics Training Date or Expiration Date
CIQ Document Number	Conflict of Interest Questionnaire (CIQ) Filed Date
DUNS Number	
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*****

Armored Car Services for the County of El Paso

RFP #13-026



**Opening Date
Monday, April 29, 2013**

REQUEST FOR PROPOSALS FOR ARMORED CAR SERVICE

PRE-PROPOSAL CONFERENCE

A pre-proposal conference to be held as follows:

Date: April 17, 2013

Time: 10:00 a.m.

Location: Purchasing Conference room at 800 E. Overland 3rd floor, room 300, El Paso
Texas 79901

Questions from vendors will be addressed at the pre-proposal conference. Any vendor who submits a proposal without attending the scheduled pre-proposal conference does so at his own risk. Such applicant who submits a proposal and does not attend the scheduled pre-proposal conference waives any right to assert claims due to undiscovered conditions.

PROPOSALS FOR ARMORED CAR SERVICE

El Paso County is requesting proposals **FOR ARMORED CAR SERVICE**, Countywide. All proposals must be submitted on the attached Proposal Form. Vendors must propose on all items. El Paso County will not enter into any contract where the cost is provisional upon such clauses as "escalator" or "cost-plus" clauses.

ONE ORIGINAL HARD COPY AND SIX (6) ELECTRONIC COPIES OF COMPLETED PROPOSALS MUST BE RECEIVED IN THE PURCHASING DEPARTMENT AT 800 E. OVERLAND, SUITE 300 EL PASO, TEXAS 79901 ON OR BEFORE APRIL 29, 2013.

All proposals, including a "NO PROPOSAL", are due in the Purchasing Department by the due date of April 29, 2013 at 2:00 p.m., in sealed envelopes. All proposals must be clearly marked with the proposal number, the name of the company submitting the proposal, and date and time of opening on the outside of the envelope and/or Air Bill/Delivery Receipt. Original proposals must be clearly marked "ORIGINAL" and contain all original signatures.

Any proposal received after the date and/or hour set for proposal opening will not be accepted. Proposer will be notified and will advise El Paso County Purchasing as to the disposition by either pick up, return at vendor's expense, or destroyed with written authorization of the vendor. If proposals are sent by mail to the Purchasing Department, the proposer shall be responsible for actual delivery of the proposal to the Purchasing Department before the advertised date and hour for opening of proposals. If mail is delayed either in the postal service or in the internal mail system of El Paso County beyond the date and hour set for the opening, proposals thus delayed will not be considered and will be disposed of as authorized.

Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by proposer guaranteeing authenticity. After the official opening, proposals become the property of El Paso County and may not be amended, altered or withdrawn without the recommendations of the Purchasing Agent and the approval of Commissioners Court.

El Paso County is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this proposal.

El Paso County reserves the right to accept or reject in part or in whole any proposals submitted, and to waive any technicalities for the best interest of the County.

No oral explanation in regard to the meaning of the proposal specifications will be made and no oral instructions will be given before the award of the contract. Request from interested proposers for additional information or interpretation of the information included in the specifications and all questions should be directed in writing, via email, to Lucy Balderama at lbalderama@epcounty.com.

PROPOSAL FOR ARMORED CAR SERVICE

All documents associated with this Proposal including but not limited to, the proposal document, questions and their responses, addenda and special notices will be posted under the proposal number on the El Paso County website and available for download by proposers and other interested parties. No documents will be faxed or e-mailed after the initial Notice of Intent to Propose prior to the award. It is the proposer's sole responsibility to review this site and retrieve all related documents prior to the pre-proposal due date.

The deadline for receipt of all written questions shall be 12:00 p.m, El Paso time, April 18, 2013. All questions and their responses will be posted on the website and available for download by Proposers after the deadline for questions.

All proposals shall specify terms and conditions of payment which will be considered as part of, but not control, the award of proposal. County review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials, or service. Proposals which call for payment before thirty (30) days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the Purchasing Agent, the review, inspection, and processing procedures can be completed as specified.

Payment Terms : El Paso County utilizes County Purchase Orders as its primary means of encumbering funds and pays for goods and services utilizing vendor invoices. Invoices shall be sent directly to the El Paso County Auditor's Office, Attention: Accounts Payable, 800 East Overland, Room 406, El Paso, Texas 79901. It is the intention of El Paso County to make payment on completed orders within thirty days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided and must reference the El Paso County Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

Continuing Non-Performance of the vendor in terms of Specifications shall be a basis for the termination of the contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

The contract may be terminated by either party upon written thirty (30) days' notice prior to cancellation.

Proposals will be considered irregular if they show any omissions, alteration of form, additions or conditions not called for, or irregularities of any kind. However, El Paso County reserves the right to waive any irregularities and to make award in the best interest of the County.

PROPOSAL FOR ARMORED CAR SERVICE

El Paso County reserves the right to accept or reject in part or in whole any proposals submitted, and to waive any technicalities for the best interest of the County. Proposals may be rejected, among other reasons, for any of the following specific reasons:

1. Proposals received after the time limit for receiving proposals.
2. Proposals containing any irregularities.
3. Unbalanced value of any items.

Vendors may be disqualified and their proposals not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the Vendors.
2. Reasonable grounds for believing that any Vendor is a party to more than one Proposal for the work contemplated.
3. The Vendor being an interested party in any litigation against the County.
4. The Vendor being in arrears on any existing contract or having defaulted on a previous contract
5. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
6. Uncompleted work, which in the judgement of the County, will prevent, or hinder the prompt completion of additional work, if awarded.
7. Vendor shall not owe delinquent property tax in El Paso County.

It is the Proposers' sole responsibility to print and review all pages of the proposal document, attachments, questions and their responses, addenda and special notices. The Proposal Signature Form must be signed and returned. Failure to provide signature on this form renders proposal non-responsive. Failure to complete and the submission of all required forms, including but not limited to the Proposal Signature Page, Reference Page, Certification of Eligibility, Checklist, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire proposal.

Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the proposer. El Paso County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

The successful proposer may not assign their rights and duties under an award without the written consent of the County Commissioners Court. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

**PROPOSAL FOR ARMORED CAR SERVICE
SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

1. **Contract Terms:** Successful vendor(s) will be awarded a three (3) year contract, effective from date of award or notice to proceed as determined by El Paso County. At El Paso County's option and approval by the vendor, the contract may be renewed for three (3) additional one (1) year periods, as further explained in Renewal Options. Prices must remain firm for the entire contract.

2. **Renewal Options:** El Paso County reserves the right to exercise an option to renew the contract of the vendor for three (3) additional one (1) year periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If the County exercises the right in writing, the Proposer shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the Proposer in complete form within the time specified, the County will rescind its option and seek a new proposal solicitation.

3. **Secondary/Alternate Award:** Secondary or alternate vendors serve in a back up capacity only. In the event the primary is unable to honor the terms and conditions of the contract, the secondary vendor may be called. If the secondary vendor is unable to honor the terms and conditions of the contract the alternate may be called. The primary vendor is the first contact. Use of the secondary or alternate must be approved, in writing, by the County Commissioners Court or their designee.
 - 1) In the event the secondary or alternate vendors are called upon, they will offer the goods and services at the proposal prices, or better. Any attempt to increase the original proposal price may be cause to remove the vendor from the contract.
 - 2) If the secondary or alternate vendor represents themselves as the primary vendor without written authorization from the El Paso County Purchasing Agent, or his designee, the secondary or alternate vendor may be removed from the contract. Would you, the Proposal, be willing to accept a secondary/alternate award based on the above?

Yes No

**PROPOSAL FOR ARMORED CAR SERVICE
SPECIAL CONDITIONS**

INSURANCE REQUIREMENTS:

A. The Contractor shall take out, pay for and maintain at all times during the execution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by El Paso County.

1. At Risk Cargo Insurance \$10,000,000 aggregate
2. Comprehensive Commercial General Liability:
 - a. Bodily Injury/Personal Injury \$1,000,000 per occurrence
\$2,000,000 aggregate
 - b. Property Damage \$1,000,000 aggregate per occurrence
3. Auto Liability \$1,000,000 combined single limit, bodily injury and property damage for owner, hired and non-owned vehicles
4. Worker's Compensation Statutory with Employer's Liability \$1,000,000

B. The County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

C. Required Provisions:

1. Proof of Carriage of Insurance - All certificates of insurance will be required in duplicate and filed with the Purchasing Agent and the Risk Management Department at 800 East Overland Ave.
2. All certificates shall provide El Paso County with an unconditional thirty (30) days written notice in case of cancellation or any major change.
3. As to all applicable coverage, certificates shall name El Paso County and its officers, employees, and elected representatives as an additional insured.
4. All copies of the certificates of insurance shall reference the project name and proposal number for which the insurance is being supplied.
5. The Contractor agrees to waive subrogation against El Paso County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of

insurance.

6. The Contractor/Vendor is responsible for making sure any sub-contractor(s) performing work under this agreement has the required insurance coverage(s) and supplies El Paso County with the proper documents verifying the coverage.

**PROPOSAL FOR ARMORED CAR SERVICE
SPECIAL CONDITIONS OF THE CONTRACT**

El Paso County is seeking a bonded, licensed, qualified, and experienced Contractor to provide Armored Car Transportation services for sealed shipments from various County offices to The County's depository bank. Award of this proposal will be for an initial three (3) year Contract for Armored Car Service. Contract award will be based upon best responsive proposal for the full scope of services required. Multiple contracts will not be considered with this proposal. Proposers are to propose all or none.

I. Holidays: The following holidays will be treated as El Paso County holidays. There will be no pick-up required on the following days:

Columbus Day	President's Day
Veterans Day	Cesar Chavez Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
Christmas Day	Juneteenth Day
New Year's Day	Independence Day
Martin Luther King Jr. Day	Labor Day

At the County Commissioners Court discretion, additional County holidays may be added to the schedule. The County's holiday schedule will be communicated to the selected vendor on an annual basis.

All other weekdays are considered workdays and the regular pick-up schedule must be adhered to. Under no circumstances will El Paso County agree to an alternative holiday schedule proposed by the vendor.

II. Non-Performance:

- A. **LATE PICK-UPS:** The vendor is expected to contact the location if they will be late due to unforeseen circumstances.
- B. **NO SHOW:** In the event that vendor does not show up for the scheduled pick-up, vendor agrees to a \$50.00 charge, per occurrence, subtracted from monthly invoice. Such charge shall be in addition to any recovery or damages to which the County may be entitled.

III. Scope of Work:

- A. Proposal prices shall include all charges for pick-up, transfer, and/or delivery to the approved County depository or other designated El Paso County Departments. The County reserves the right to change bank depositories during the contract period
- B. Awarded vendor shall be responsible for shipment from the time courier signs a receipt accepting the sealed shipment(s) until shipment is delivered to its final destination and another receipt acknowledging the same is received.
- C. Pick-ups may consist of cash, checks, reports, documents, and change service. Moneybags may be County Depository Bank bags or bags purchased from an independent vendor. All bank deposits will be at the current County Depository.

1. Various County Departments will also use this contract as a courier service to transport documents between the Annex-courthouses to the downtown offices. The documents are in large canvas bags which contain receipts and title work. The bags are to be picked up and dropped off during the pick up of the deposits at these locations. The vendor will be required to sign for the bags.
- D. Morning pick-ups must be delivered to the bank for **SAME** day deposit and transfer. Afternoon pick-ups shall be delivered to the bank for next day deposit. Deposits held overnight by the vendor must be kept in a secured and guarded location. Vendor shall be responsible for all deposits held overnight by vendor.
- E. ONLY marked armored service type vehicles are to be used for pick-ups and deliveries. The use of private vehicles or unsecured vehicles will not be allowed under any circumstances. Markings must state the name of the company in sufficient size to be easily identified. El Paso County reserves the right to inspect vendor's armored vehicles that will be used under this contract at any time prior to award recommendation and throughout the contract period.
- F. All vendor's employees must wear employer issued uniforms and carry an identification badge at all times when performing service for the County. Employees who do not have both a uniform and identification badge will not be permitted to perform services for the County and the successful vendor will be held liable for failure to perform services. Identification must include: company name, employee name, and photograph.
- G. Awarded vendor must provide to El Paso County Purchasing Department, a current "signature list" identifying all employees who will pick up deposits for El Paso County. The list should include the employee's photo, name, date of ID expiration, and signature. This list must be updated **every time** there is a change in vendor personnel. El Paso County will not release the deposit to anyone who is not on the list and the vendor will be charged back accordingly for any missed pick ups.
- H. El Paso County shall be allowed to remove any vendor's employee from performing services under this contract for such reasons as may be necessary, at the County's discretion.
- I. Locations and pick-ups indicated on the Proposal Forms are those currently receiving service. El Paso County reserves the right to add additional locations or delete services at any location should the need arise. El Paso County also reserves the right to increase or decrease the number of pick-ups at any location by any amount deemed necessary to meet its future needs.
- J. Hours of required service will be established by individual departments taking into consideration the most effective and efficient schedules.
- K. **Pricing must be consistent throughout the proposal.** Example: if there are multiple pick-ups at one (1) address for the same frequency, then the pricing for each department must be equal.
- L. Monthly costs shall include all charges to furnish all items required to perform work under this contract, including receipt books. **El Paso County will not pay fuel surcharge fees, excess bag fees, premise time fees, or any other fees to the vendor to perform services under this contract.**
- M. Do not include the price of bags in the cost of services. A separate price sheet for bags including sizes and minimum order requirements may be submitted. Prices for bags must include shipping and inside delivery.

- N. In an attempt to reduce costs, the County has implemented a program where other departments requiring service will meet Armored Car Personnel at a scheduled pick-up location. This will require the guard to sign multiple books, rather than visit multiple locations within a building. El Paso County will not consider additional charges for this service. Please see **Attachment "A"** for the list of locations currently utilizing consolidated pick-ups.

IV. Evaluation:

- A. During evaluation, El Paso County reserves the right to inspect any or all proposer's facilities, vaults, armored vehicles, verifiable security procedures, etc., in order to assess the conditions under which the County's properties would be secured and handled.
- B. Contract award will be based upon best responsive proposal for the full scope of service. Multiple contracts will not be considered with this proposal. Proposers are to propose all or none of the services required.

V. Check Reconstruction:

- A. El Paso County shall maintain an accurate record of all checks placed in any shipment to Carrier. In the event of a loss, El Paso County agrees to promptly, diligently, and completely cooperate with Carrier in the reconstruction and replacement of lost, destroyed, or stolen checks which had been contained in any such shipment.

PROPOSAL FOR ARMORED CAR SERVICE

Evaluation Criteria shall include, but is not limited to the following:

a. **Price Offered 25%**

b. **Delivery Performance 50%**

Vendor's past performance record, which shall include past performance with El Paso County

El Paso County's evaluation of vendor's ability to perform

El Paso County's experience with services proposed

c. **Ability to meet special needs and requirements of El Paso County 25%**

Vendor's agreement to follow El Paso County's pick-up schedule

Vendor's agreement to extend pricing under this contract to other governmental entities.

El Paso County reserves the right to make all awards in the best interest of the County.

Quantities indicated on the Proposal Forms are estimates based upon the best available information. The County reserves the right to increase or decrease the quantities of departments to meet its actual needs without any adjustments in the proposal price.

PROPOSAL FOR ARMORED CAR SERVICE

VENDOR REFERENCES

Please list three (3) professional references, **other than El Paso County**, who can verify your performance as a vendor. Performance includes but shall not be limited to, sales and/or service, delivery, invoicing, and other items as may be required for El Paso County to determine your firm's ability to provide the intended goods or service of this proposal. All references must be from customers for whom your firm has provided the same items (sales and/or services) as those specified in this proposal. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your proposal.

REFERENCE ONE

GOVERNMENT/COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON AND TITLE: _____
TELEPHONE NUMBER: _____
E-MAIL ADDRESS: _____
SCOPE OF WORK: _____
CONTRACT PERIOD: _____

REFERENCE TWO

GOVERNMENT/COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON AND TITLE: _____
TELEPHONE NUMBER: _____
E-MAIL ADDRESS: _____
SCOPE OF WORK: _____
CONTRACT PERIOD: _____

REFERENCE THREE

GOVERNMENT/COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON AND TITLE: _____
TELEPHONE NUMBER: _____
E-MAIL ADDRESS: _____
SCOPE OF WORK: _____
CONTRACT PERIOD: _____

THIS FORM MUST BE RETURNED WITH PROPOSAL!

**PROPOSAL FOR ARMORED CAR SERVICE
PROPOSAL SIGNATURE FORM**

The undersigned agrees this proposal becomes the property of El Paso County after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a proposal.

The undersigned agrees, if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be ninety (90) calendar days unless a different period is noted by the vendor.

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other vendor, nor any employee of El Paso County, and that the contents of this proposal have not been communicated to any other vendor or to any employee of El Paso County prior to the official opening of this proposal.

Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq. and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this proposal package. ***Failure to sign and return this form will result in the rejection of the entire proposal.***

NAME AND ADDRESS OF COMPANY:

AUTHORIZED REPRESENTATIVE:

Signature _____
Date _____
Name: _____
Title _____

Tel. No. _____
E-Mail Address: _____

FAX No. _____

AFTER HOURS EMERGENCY CONTACT:

Name: _____ Tel. No. _____

COMPANY IS:

___ YES ___ NO

Business included in a Corporate Income Tax Return?

___ Corporation organized & existing under the laws of the State of _____
___ Partnership consisting of _____
___ Individual trading as _____
___ Principal offices are in the city of _____

THIS FORM MUST BE SIGNED AND THE ORIGINAL AND SIX ELECTRONIC COPIES RETURNED WITH PROPOSAL!

PROPOSAL FOR ARMORED CAR SERVICE

CERTIFICATION OF ELIGIBILITY (This provision applies if the anticipated contract is \$25,000 or more)

By submitting a proposal in response to this solicitation, the vendor/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of proposal submission and time of award, the vendor/proposer will notify the El Paso County Purchasing Agent. Failure to do so may result in terminating this contract for default.

Authorized Signature

THIS FORM MUST BE SIGNED AND THE ORIGINAL AND SIX ELECTRONIC COPIES RETURNED WITH PROPOSAL!

PROPOSAL FOR ARMORED CAR SERVICE
PROPOSAL FORMIS/DOCUMENTS CHECKLIST

A Check Mark Indicates Compliance	A check mark in the space provided indicates these forms/documents have been completed and are included in your proposal package. The original and five electronic copies of all forms/documents should be submitted. Failure to check all items could result in rejection of the entire proposal. All deviations from specifications must be documented separately and included with proposal package.
	1. Vendor References. Vendor has provided three (3) references, other than El Paso County . References must be able to verify the quality of service your company provides and that your company has completed a project of similar size and scope of work to this proposal.
	2. Original Signatures. All forms requiring a signature must be signed. Proposals not signed will not be considered for award.
	3. Proposal Forms. All sections of Proposal Forms have been completed.
	4. Insurance Certificates (If required). Vendors must submit all Insurance Certificates with proposal. If no insurance requirements specified, mark N/A.
	5. Addenda. When applicable, Vendor acknowledges receipt of all addenda and has included the signed Addenda cover pages and any revised Proposal Forms in their proposal package.
	6. It is the Vendor's sole responsibility to print and review all pages of the proposal document, attachments, questions and their responses, addenda and special notices. The Proposal Signature Form must be signed and returned. Failure to provide signature on this form renders the Proposal non-responsive. Failure to complete and the submission of all required forms, including but not limited to the Reference Page, Certificate of Eligibility, Checklist, Questionnaires (when applicable), Addenda (including revised forms), and any other <u>specified forms or documents will be grounds for rejection of entire proposal.</u>
	7. Accuracy for all mathematical and number entries is the sole responsibility of the vendor. El Paso County will not be responsible for errors made by the vendor.
	8. Failure to comply with the requirements set forth in this Request for Proposal may result in rejection of proposal and/or cancellation of contract after award.

THE ORIGINAL AND SIX (6) ELECTRONIC COPIES OF THIS FORM MUST BE RETURNED WITH PROPOSAL!

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. 1811 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 ec seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

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

COUNTY OF EL PASO PURCHASING DEPARTMENT

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

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

PROPOSAL CONDITIONS

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

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

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

THE CONFLICT OF INTEREST QUESTIONNAIRE MUST BE FILED WITH THE COUNTY CLERK AND A COPY OR PROOF OF FILING MUST BE ATTACHED TO THE PROPOSERS RESPONSE SUBMITTED TO THE PURCHASING DEPARTMENT. **IF FORM IS NOT COMPLETED AND FILED WITH THE COUNTY CLERK'S OFFICE, PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE.**

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

NOTICE:

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

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

Health Insurance Benefits Provided By Bidder

Consideration of Health Insurance Benefits*

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

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

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

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

Business Name

Date

* Name of Authorized Representative

Signature of Authorized Representative

* This page must be included in all responses.



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

RE: RFP #13-026, Armored Car Services for the County of El Paso

Dear Vendor:

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

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

County Officers: County Judge Veronica Escobar
Commissioner Carlos Leon
Commissioner Sergio Lewis
Commissioner Vicente Perez
Commissioner Dan Haggerty

County Employees: Jose Lopez, Jr., Assistant Purchasing Agent
Peter Gutierrez, Buyer II
Elvia Contreras, Formal Bid Buyer
Araceli Hernandez, Inventory Bid Technician
Lucy Balderama, Inventory Bid Technician
Edward Dion, County Auditor
Wallace Hardgrove, Budget & Financial Manager
Lee Shapleigh, Assistant County Attorney
Josie Brostrom, Assistant County Attorney
Michael Martinez, Contract Admin. Manager
Claudia Duran, Assist. Contract Manager
Luis Martinez, County Auditors Treasure Supervisor
Dorothy Miranda, Accounting Manager District Clerk's Office
Rocio Hinojosa, Accounting County Clerk's Office
Letty Ramos, Accounting Tax Office
Teresa Molinar, Operations Manager County Auditors Office

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

COUNTY OF EL PASO PURCHASING DEPARTMENT

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

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

Instructions: Conflict of Interest Form (CIQ)

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received
RFP #13-026

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

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

Yes No

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

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

Tex. Local Gov't Code § 176.006

Sec. 176.006. DISCLOSURE REQUIREMENTS FOR VENDORS AND OTHER PERSONS; QUESTIONNAIRE.

(a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A); or

(2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1).

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the person:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

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

(2) the date the person becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a); or

(B) that the person has given one or more gifts described by Subsection (a).

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

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

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

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

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

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

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

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

(A) serves as an officer or director; or

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

(d) A person described by Subsection (a) shall file an updated completed questionnaire with the appropriate records administrator not later than the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

(e) Repealed by Acts 2009, 81st Leg., R.S., Ch. 87, Sec. 15.005, eff. September 1, 2009.

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

(g) It is an exception to the application of Subsection (f) that the person filed the required questionnaire not later than the seventh business day after the date the person received notice from the local governmental entity of the alleged violation.

(h) A local governmental entity does not have a duty to ensure that a person described by Section 176.002 files a conflict of interest questionnaire.

(i) The validity of a contract between a person described by Section 176.002 and a local governmental entity is not affected solely because the person fails to comply with this section.

Added by Acts 2005, 79th Leg., Ch. [1014](#), Sec. 1, eff. June 18, 2005.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. [226](#), Sec. 6, eff. May 25, 2007.

Acts 2007, 80th Leg., R.S., Ch. [226](#), Sec. 9, eff. May 25, 2007.

Acts 2009, 81st Leg., R.S., Ch. [87](#), Sec. 15.005, eff. September 1, 2009.

Tex. Local Gov't Code § 176.001

Sec. 176.001. DEFINITIONS. In this chapter:

(1) "Agent" means a third party who undertakes to transact some business or manage some affair for another person by the authority or on account of the other person.

(1-a) "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

(1-b) "Charter school" means an open-enrollment charter school operating under Subchapter D, Chapter 12, Education Code.

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

(1-d) "Contract" means a written agreement for the sale or purchase of real property, goods, or services.

(2) "Family member" means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573, Government Code, except that the term does not include a person who is considered to be related to another person by affinity only as described by Section 573.024(b), Government Code.

(2-a) "Goods" means personal property.

(2-b) "Investment income" means dividends, capital gains, or interest income generated from:

(A) a personal or business:

(i) checking or savings account;

(ii) share draft or share account; or

(iii) other similar account;

(B) a personal or business investment; or

(C) a personal or business loan.

(3) "Local governmental entity" means a county, municipality, school district, charter school, junior college district, or other political subdivision of this state or a local government corporation, board, commission, district, or authority to which a member is appointed by the commissioners court of a county, the mayor of a municipality, or the governing

body of a municipality. The term does not include an association, corporation, or organization of governmental entities organized to provide to its members education, assistance, products, or services or to represent its members before the legislative, administrative, or judicial branches of the state or federal government.

(4) "Local government officer" means:

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

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

(C) an employee of a local governmental entity with respect to whom the local governmental entity has, in accordance with Section 176.005, extended the requirements of Sections 176.003 and 176.004.

(5) "Records administrator" means the director, county clerk, municipal secretary, superintendent, or other person responsible for maintaining the records of the local governmental entity or another person designated by the local governmental entity to maintain statements and questionnaires filed under this chapter and perform related functions.

(6) "Services" means skilled or unskilled labor or professional services, as defined by Section 2254.002, Government Code.

Added by Acts 2005, 79th Leg., Ch. [1014](#), Sec. 1, eff. June 18, 2005.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. [226](#), Sec. 1, eff. May 25, 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 17th 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 NO. 13-026**

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

Armored Car Services for the County of El Paso
RFP #13-026

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

- _____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Monday, April 29, 2013. Did you visit our website (www.epcounty.com) for any addendums?
- _____ Did you sign the Proposal Schedule?
- _____ Did you sign the “Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Nondiscrimination Status And Implementing Regulations” document?
- _____ Did you sign the “Consideration of Insurance Benefits” form?
- _____ Did you file a copy of the completed Conflict of Interest Questionnaire (Form CIQ) with the El Paso County Clerk (in person or by mail to 500 E. San Antonio, Suite 105, El Paso, TX 79901 or by fax to 915-543-3816 attention Joann) and write the confirmation number given as proof of filing on your proposal schedule? Please include the completed and signed form with your response whether a relationship exists or not. If form is not completed and filed with the County Clerk’s office, proposal will be considered non-responsive.
- _____ If your proposal totals more than \$100,000.00 did you include a bid bond?
- _____ Did you complete the mandatory ethics training course and include a confirmation print as indicated in page 2?
- _____ Did you provide one original and six (6) CD copies in Word/PDF Format of your response?
- _____ Did you submit the **County of El Paso Local Business Preference Policy Application?**