

County Purchasing Department 500 East San Antonio, Suite PU500 El Paso, Texas 79901 (915) 546-2048 (915) 546-8180 Fax

Notice to Interested Parties

Sealed bids will be received at the County Purchasing Department, 500 E. San Antonio, Suite PU500, El Paso, Texas 79901 before 2:00 p.m., Tuesday, June 26, 2007 to be opened at the County Purchasing Office the same date for (RFP) IAPro System for the Sheriff's Department.

Bids must be in a sealed envelope and marked: "Bid to be opened June 26, 2007

(RFP) IAPro System for the Sheriff's Department Bid #07-011"

Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Wednesday, June 20, 2007, at 12:00 p.m. Questions can be faxed to (915)-546-8180.

Said contract shall be let to the lowest responsible bidder, and the **COMMISSIONER'S COURT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND WAIVE TECHNICALITIES.**Only bids that conform to specifications will be considered. Faxed bids will not be accepted. Successful bidder shall not order items or services until a Purchase Order is received from the County Purchasing Office. Payment will not be made on items delivered without a Purchase Order. Contract will be awarded by lump sum or line item, whichever is in the best interest of the County.

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

If the bid totals more than \$100,000.00, the bidder shall furnish a certified cashier's check made payable to the order of El Paso County 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 bid bond must be included with the bid at the time of the opening.

PITI VASQUEZ
County Purchasing Agent

BIDDING 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 bid, I hereby represent and warrant to El Paso County that I have read and understood the Bid Documents and the Contract Documents and this bid is made in accordance with the Bid Documents.

Please quote prices and discounts on the following items:

F. O. B. El Paso County

Description – Bid # 07-011							
RFP IAPro System for the Sheriff's Department Vendor must meet or exceed specifications							
TOTAL COST							
\$ 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 two (2) copies of your bid.							
Company	Address						
Federal Tax Identification No.	City, State, Zip Code						
CIQ Document Number	CIQ Sent Date						
Representative Name & Title	Telephone						
Fax Number	E-mail						
Signature	Print						

THIS MUST BE THE FIRST PAGE ON ALL BIDS

COUNTY OF EL PASO, TEXAS

Solicitation Check List

RFP IAPro System for the Sheriff's Department Bid #07-011

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE
 Responses should be delivered to the County Purchasing Department by 2:00 p.m., Tuesday, June 26, 2007. Did you visit our website (www.epcounty.com) for any addendums?
 Did you sign the Bidding 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 915-546-2012 attention Joann) and write the confirmation number given as proof of filing on your bidding schedule? Please include the completed and signed form with your response whether a relationship exists or not.
 If your bid totals more than \$100,000, did you include a bid bond?
 Did you provide one original and two (2) copies of your response?

RFP IAPro System for the Sheriff's Department

Bid #07-011



Opening Date Tuesday, June 26, 2007

Scope

The County Of El Paso, Texas is issuing this Request for Proposal to establish a contract for the purchase of an Internal Affairs/Professional Standards management system for implementation within the El Paso Sheriff Department. The system is intended to streamline all phases of the workflow process including: identifying potential problems, handling of citizen complaints, administrative investigations, use-of-force reporting, and other types of incidents while also providing the means to analyze and identify areas of concern. The Software shall be a Microsoft Window-based application and operated on a Windows 2003 Network.

OBJECTIVES

- Remove from the Internal Affairs/Professional Standards management process as much paperwork, duplication, and tedium as possible.
- Provide management with statistical and early warning information on Internal Affairs cases.
- Obtain a complete system tailored to the Department's needs including all software and services; to plan and configure the system to its needs; and to install, train, and support a full Internal Affairs/Professional Standards management capability.
- Engage a vendor whose record of service and support shows that they are willing and able to support this critical application after implementation.

The vendor should use these general guidelines in preparing the timeline for its Implementation Plan and explain any marked deviations from these approximate intervals among phases.

Specifications

Listed below are the desired specifications for the software system. Each specification will receive a maximum point value of three in the evaluation process. Any exceptions to the desired specifications must be explained.

ITEM I.	GRAPHICAL USER INTERFACE	Yes	No	Exceptions
1.	The vendor is able to have the field placement on the data entry/query screens and movement of the cursor among fields arranged to conform to the most efficient and intuitive sequence of entering data as identified by the Department.			
2.	The entry of data into fields and their display to appear in a single screen or tabbed screens, which do not require menu selections to enter data.			
3.	The vendor is able to set up any field as a "key" field, which will be protected from entry of invalid field values by a look up table of codes and values. The Department is able to add and deactivate the valid field values in such tables.			
4.	The software has the ability to establish and recall default values for certain fields.			
5.	Users are able to enter data into key fields by mouse click selecting from a drop down list and by "type ahead" (finding the entry by typing the first few letters of a valid entry).			
6.	Code Description Display. All codes, when displayed on a screen, are accompanied by the full literal description of the code value.			
7.	Screens for Control Tables. Each control and code table is supported by a screen to provide the ability to add, delete, change and print the values of all controls and codes. User access to these screens is secured by way of the User Security.			
8.	On-line Help. The software supports on-line help for both global functions and individual field entries.			
9.	The system shall protect the user from accidentally deleting records and confirm changes or edits to a record, to avoid the possibility of mistakes.			
10.	There is true Windows ability to minimize and maximize all screens.			

ITEM II.	SEARCHING FOR RECORDS (QUERIES)	Yes	No	Exceptions
1.	The system shall provide intuitive means for a casual or other user to search for one or more records with a specific value.			
2.	The system to enable users to query case information by case number, name, or address. The search must be capable of using partial entries, for example based on wildcard characters.			
3.	The results of queries accessible for users, both as a complete item record view and as rows in a spreadsheet like grid.	—		
4.	The system to enable users to customize fields displayed in the browse view, sorts by any field displayed, and control the width of the columns.			
ITEM I	II. STATISTICAL REPORTING			
1.	The system to remind/notify system operators of required follow-up actions, and dates for expected actions (such as follow-up) by specific records.			
2.	The system to retain, display and print case history information.			
3.	The system to allow scanned documents to be included in the case histories.			
ITEM I	V. SECURE AND RELIABLE DATA			
1.	The system shall provide tools for systems administrators to finely grain security to control access by users to key update forms or screens and functions within the application, to tables of data within the database, to lines or records in those tables, and to individual fields or columns of data. Management of security to be able to go beyond the simple triad of administrator, read, writes, and read only access.			
2.	The software shall be able to prevent entry of invalid data into critical fields and make other fields of the Department's choosing mandatory.			
3.	The system shall provide a complete audit trail of actions involving a case.			
4.	Custom Data Fields. The software shall be able to add custom data fields to the database and to apply specific edit criteria to them.			

		Yes	No	Exceptions
5.	The application shall be able to automatically archive historical information established by the System Administrator, with the ability to view archived information directly for research purposes.			
ITEM	IV. PERSONALIZATION			
1.	All functions to be accessible by both mouse click and keyboard entry, for ease of use for casual users and fast to use for power users who enter data every day.			
2.	System must be extensible to accommodate changes in business rules associated with Internal Affairs/Professional Standards processes.			
ITEM	I VI. APPLICATION INTERFACES			
1.	The system has the ability to interface with other applications Including Intergraph RMS and CAD System.			
ITEM	I VII. TECHNICAL SUPPORT			
1.	The vendor shall provide a toll free telephone number that application users may call on an unlimited basis for questions about the software. The vendor shall use diligence in providing answers to customer concerns. The support shall be available for at least 8 hours per day, Monday through Friday, excluding statutory holidays.			
2.	Indicate the number of customer service professionals available to provide system support.			
	ON-SITE SUPPORT			
	TOLL FREE PHONE SUPPORT			
	RESPONSE TIME			
	IS ON-LINE SUPPORT AVAILABLE?			
	DESCRIBE			

ITEM VIII.	OPTIONAL FUNCTIONS OR MODULES	Yes	No	Exceptions
1.	The system shall provide the ability to import from a delimited ASCII text file into any table in the database.			
2.	The system shall provide the ability to export user-selected fields from any table in the database to a delimited file in a usernamed file and folder.			
3.	Global Replace. In order to facilitate mass updates of values in the database tables, the system shall provide the ability to specify a field to update and the criteria for records in which that field will be updated and to have the specified field updated in all records chosen by the criteria.			
4.	The system to allow web clients with configurable access such as case initiation or entry only for use by non Internal Affairs Unit Staff.			

Appendix A Functions to be Demonstrated and Evaluated

The County Of El Paso, Texas Sheriff Department would like vendors to describe the following specific functionality, which represent areas of special concern to Internal Affairs Unit Staff. Please be specific when answering. If using additional paper, indicate the number you are responding to.

ITEM IX	X. Appendix A Functions to be Demonstrated and Evaluated	Yes	No	Exceptions
	FUNCTIONS			
1.	The Department is seeking a solution, not just a software package. Vendors shall describe support prior to, during and following installation of the Internal Affairs/Professional Standards Management System.			
2.	System must be extensible to accommodate changes in business rules associated with the Internal Affairs/Professional Standards process.			
3.	System must be extensible to accommodate future interface s with Intergraph RMS/CAD Software./Mobile system.			
4.	The system to enable users to easily change case assignments.			
5.	The system to allow user defined workflow or approval process.			
6.	The system to allow early warning flags to based on various time-periods and/or thresholds.			
7.	The system to allow Web Clients with limited access such as case initiation or entry only configurations for use by non Internal Affairs Unit Staff.			
8.	Vendors shall describe the ability they have to configure descriptive fields, their arrangement on data entry screens, cursor movement, and the steps required to enter a new case. Ease of entering records and the time required are evaluation factors.			
9.	The system shall provide multiple means to find individual records or groups of records to meet the needs of users at different levels of computer knowledge and need			

ITEM IX.	Appendix A Functions to be Demonstrated and Evaluated	Yes	No	Exceptions
	FUNCTIONS			
10.	The system shall have means to secure access to records, verify their validity, and record transactions, which update them. Vendors shall describe the ability of their system to tune user access, prevent entry of invalid data, and record changes to permit records as a complete audit trail.			
11.	The vendor shall describe the capabilities of the proposed system to be adapted to individual users' preferences.			
12.	The Vendor shall describe all phases of its Acceptance Plan, including phases, milestones, and duration.			
13.	The vendor shall describe its warranty and post-warranty support program.			
14.	The vendor shall provide a detailed plan describing how training will be conducted for the system administrator, supervisors, and regular users. Discuss how extensive (i.e. the length of time required, frequency, etc.). Attach additional sheets, if necessary.			
15.	The vendor shall provide a detailed Implementation plan for system configuration, installation and, training. Indicate action required of the Police Department to complete the plan.			

Appendix B Technical Specifications

BACKGROUND

The County Of El Paso, Texas Local Area Network (LAN) infrastructure consists of a switched fiber backbone, using the Ethernet standards (IEEE 802 RFC) to connect computing equipment together for sharing resources and information. A switched mesh topology transmits data from the central server farm to the distribution frames in each building. Each distribution frame contains a minimum of one 24 port 100Mb/s switch for connecting end users to the network. The Wide-Area Network (WAN) utilizes dedicated DS3 circuits. All routers and switches, that connect the LAN/WAN to transport TCP/IP traffic, are manufactured by Cisco.

The operating system infrastructure is a Microsoft Server 2003 environment. All County's data and applications reside on these platforms.

Windows Active Directory is utilized for printing, user authentication and data storage needs. The County has both internet and intranet connectivity from all county locations. The County is running Microsoft Windows 2000 and Windows XP on all workstations. Windows 2003 Server has been implemented along with other Microsoft components such as, net applications and SQL 2000 databases.

- Hardware Environment Includes:
- (75+) Dell 2850, 2950, 6850 Servers
- (2) Dell Cx700 Mirrored SANs
- (45+) Cisco Routers, 1800s, 7200s, 3600s
- (100+) Cisco Switches, 6500s, 3750s, 3650s

Appendix B. TECHNICAL SPECIFICATIONS

Listed below are the desired technical specifications. Each specification will receive a maximum point value of three in the evaluation process. Any exceptions to the desired specifications must be explained.

Vendor Response Exceptions Yes No 1. The proposed software system is a working system that has been installed in multiple locations. Installation of software in other sites within the United States where it can be observed in normal operation is preferred. 2. The proposed software runs on an IBM compatible personal computer running Microsoft WINDOWS. 3. The proposed software operates on servers using Windows 2000, 2003 Operating systems. 4. The proposed software is portable and easily moved from one Operating system/hardware platform to another. The proposed software utilizes the current version of an 5. SQL Server as the data repository. 6. The proposed software is capable of interfacing seamlessly with any ODBC Compliant Database in a Windows environment. 7. The proposed software is capable of printing using TCP/IP. 8. The proposed software is a 32-bit product compatible with Microsoft XP. 9. The proposed software is compatible with existing County Network infrastructure utilizing Ethernet 802.2, TCP/IP, 10/100Mb switching infrastructure. 10. The system is a real-time application, updating all files as transactions occur. Any batch operations to be clearly defined. 11. The system is based on n-Tier architecture- Thin clients with business logic in middle-tier. The vendor shall describe steps and typical level of effort to 12. add new functions and to increase the number of users.

13.	The system shall permit the option of adding web-based access to selected applications functions.	 	
14.	The vendor shall indicate the hardware requirements for the server and workstations accessing the application.	 	
15.	The system shall include all applications software and installation and training services.	 	
16.	Users shall be able to access on-line help from within the application.	 	
17.	Do you have any compatibility issues with the desired specifications in this Appendix?	 	

Appendix C Database Specifications

BACKGROUND

The County Of El Paso has standardized using SQL Server to support the County department software applications, but is often being evaluated for enterprise level software applications. The current data management team currently supports SQL Server.

DATABASE REQUIREMENTS

Listed below are the minimal technical requirements requested by the data management team, in order to provide adequate support for the application data base environment(s). In addition, some questions have also been listed for responses. The vendor response to the questions will assist the data management team in evaluating how well the application system is integrated with the data base management system.

		Vendor Response		
		Yes	No	Exceptions
1.	The application system uses SQL Server 2000 and above relational database for its data repository. In addition, vendor certification for the version/release is preferred.			
2.	The application system is capable of supporting data level security.			
3.	The application system supports referential integrity internal or external to the DBMS. Internal to the DBMS is preferred, but not required.			
4.	The application system should have a data model(s) (ER diagram) as part of its system level documentation. In addition, data element descriptions and definitions should be included also (this is also referred to as a data dictionary).			
5.	The application systems vendor should provide 7/24 support services.			
6.	The application system should have an automated process for data archival.			

DATABASE SPECIFICATION QUESTIONNAIRE

The following questions must be completed to allow the County of El Paso Evaluation Committee to properly evaluate the respondent. Please be specific when answering by indicating the question number you are responding to.

QUESTIONS

- 1. Is the application system optimized for a SQL Server Data Base Management System?
- 2. If the response to the previous question is yes, which version(s) of SQL Server is the application system certified for?
- 3. Besides SQL Server, does the application make use of any other database systems? If so, please specify.
- 4. How does the application system make connection to the DBMS?
- 5. Would every user who connects to the data base, through the application system, have an individual login and password?
- 6. How dependent are the data base storage objects to the vendor-supplied settings?
- 7. Can data base tables, table indices, foreign keys, triggers, and table constraints be added and or removed without being wiped-out by future upgrades of the application system?
- 8. Can tables and table indices be moved into another data base tablespace, if needed?
- 9. What is the vendor development direction (relating to DBMS's and server platforms)?
- 10. What percentage of the vendor customer base is running on an Microsoft SQL Server/NT platforms?
- 11. Which data base optimizer method does the vendor support and recommend using?
- 12. Will it be necessary to create an application systems administrator account, with DBA (Data Base Administrator) privileges? If so, please explain why it needs this level of privileges.
- 13. What are the required data base privileges for a business user?
- 14. Are there audit tables that track every transaction, or does the vendor just record changes? Please describe.
- 15. Please describe your automated or recommended process for archiving data?
- 16. Can the application system data base metadata (information about the data), be stored in a metadata repository.

Requirements of Proposal

SUBMITTALS:

The following items are required to be submitted with the Proposer's response in order to be considered responsive:

- A. Demo disks or hard copy printouts of all major screens.
- B. List of the documentation that comes with the software.
- C. A complete project plan that details time frames for installation and implementation.
- D. 1. List of total installed sites
 - 2. List of installed sites in the Southwest U.S.
- E. Statements of database used and network protocol used to transfer data between client and server.
- F. Technical data on any hardware proposed.
- G. Bandwidth requirements for each client.
- H. Completed, signed proposal, ("Vendor's Proposal Offer,").

The system must have been installed previously in a similar-sized organization.

The vendor shall provide a list of at least (3) three users of the software including a name, current phone number, and address of the point of contact for each installed system who can discuss the vendor's ability to:

- Meet customer software requirements
- Complete the work rapidly and effectively,
- Provide support,
- Enhance the product.

Include in their response to this RFP a set of user manuals for our staff to use in evaluation of the vendor's product.

Meet the desired requirements outlined in the Technical Specifications (Appendix B).

Meet the desired requirements outlined in the Database Specifications (Appendix C).

Provide implementation schedule and list key personnel (with resumes) who will be involved in the project.

Provide evidence of financial stability.

Include in their response:

- One signed and complete original of the proposal response including vendor's proposal offer.
- Completed specification checklists
- Completed price sheet
- Any addendum(s)

1. **PROGRAM MANAGER**

Contractor shall include in their proposal the name and qualifications of the person who will be Program Manager, and any others that will provide the technical interface between all parties involved in the project and coordinate other shipments. The Program Manager shall be the point of contact between the County and any subcontractors.

Contractor must certify that the project's Program Manager has the power to make significant decisions relevant to the project, and that he has direct access to the Contractors top management for resolving problems beyond the Program Manager's direct authority. An affirmative statement of the Program Manager's authority must be included in the proposal response.

The County reserves the right to disapprove any individual designated as Program Manager before or after he/she is appointed. In the event of disapproval, the Contractor has the sole responsibility to provide a Program Manager who is acceptable to the County. The County shall also appoint a Program Manager from County staff to interface with the Contractor's Program Manager.

2. **WARRANTY**

All software and/or hardware shall be guaranteed for a minimum period of one (1) year against defects in design, materials and workmanship. The warranty period shall begin upon formal acceptance of the system. This warranty shall cover both parts and labor. No partial warranties shall be accepted. The entire system will be warranted upon formal acceptance.

Contractor shall warrant and guarantee further that the software and/or hardware furnished hereunder is of good workmanship and materials and that the same is properly designed, operable and equipped for the proposed use by the County and is in strict conformity with the detailed Specifications.

3. **SERVICE UNDER WARRANTY**

If it becomes necessary for the County to contract out for warranty repairs, due to inability or failure of the Vendor to perform such repairs in a reasonable time, the Contractor shall reimburse all County invoices for labor and/or materials required to perform such repairs.

4. TERMS AND PAYMENT

The County will pay the Contractor for each phase of the contract as follows:

A. Software and/or Hardware

- 1.) Ten percent (10%) upon contract execution.
- 2.) Thirty percent (30%) upon delivery, installation and successful Acceptance Testing of the software (per application) and/or hardware.
- 3.) Thirty percent (30%) upon successful training and conversion completion.
- 4.) Thirty percent (30%) upon Final System Acceptance. The system will be formally accepted when the software and/or hardware system performs as proposed and successful correction of problems and any deficiencies noted during implementation.

B. Training and Services will be paid after delivery of the training or service and receipt of proper invoice.

Failure to successfully complete a phase(s) or a portion thereof may result in the County adjusting payment(s) to reflect contractor performance.

5. SYSTEM DESIGN RESPONSIBILITY

Nothing in the Specifications shall relieve contractor of system package design responsibility, including, but not limited to, all equipment furnished under this contract. The successful contractor is, in all cases, solely responsible for the performance of the delivered system, and for furnishing complete system documentation.

It is the expressed intent of the County to assume no liability for the design and performance of the supplied system as described in the specifications. Each proposal shall explicitly affirm the acceptance of the requirement. Failure to do so may result in a rejection of a proposal.

6. SOFTWARE ENHANCEMENTS AND COVERAGE

Contractor will supply County with any improvements or modifications ("Enhancements") to the Software which are announced by the Vendor to be generally available with or without charge to users of the Software, including all related user documentation. County will furnish access to County's equipment and Software for the installation or loading of the Enhancements, which will be accomplished by the Vendor in cooperation with the County.

Contractor will provide its reasonable effort to correct or replace Software and to remedy any programming error, which is attributed to the Vendor and which significantly, affects performance of the Software. Such correction, replacement and service will be promptly accomplished after County has identified and notified Contractor or any such error in accordance with agreed reporting procedures.

County agrees to provide Contractor with audit trails and other data, and with sufficient support and test time on County's computer system to duplicate the problem and to verify that the error has been fixed.

County shall not make modifications to the Software that have restrictions without the prior written consent of the Contractor. Contractor shall not be responsible for maintaining County-modified portions of the Software. Corrections for difficulties or defects traceable to County errors or system changes will be billed at Contractor's standard time and materials rates. Contractor will notify County whenever it intends to bill the County for services as a result of defects traceable to County's error or system changes.

7. TRAINING

Contractor will be required to train County personnel in the use of the software. Contractor should document their training programs in detail, including description of training manuals, areas covered, number of people who will be trained, levels of staff and management to be trained, hours of training and other information that will allow for evaluation.

- A. All training shall occur prior to the County's use of the system and shall be conducted at the mutual convenience of the Contractor and the County.
- B. At least five (5) manuals for training to be provided by the Contractor after award. Contractor to also give the County rights to make up to 10 more users manuals.

8. **DOCUMENTATION INFORMATION**

Contractor shall submit with their proposal, sufficient documentation to allow a full and fair evaluation of the system they propose to furnish.

A. System Documentation

System documentation submitted must describe the operational features of the basic system along with any changes made to the basic system to meet the proposal specifications. System documentation must also illustrate the system flow, such as with flow charts, etc. The system hardware and memory requirements must also be included, as well as details of the site licensing agreement.

B. <u>User Documentation</u>

Basic user documentation may include things such as screen examples, a list of screens, etc. User training documentation shall contain easy to follow instructions on how to use, manage and maintain the proposed software and/or hardware. Adequate user documentation shall be submitted with the proposal.

The successful contractor shall allow the County rights to make up to ten (10) additional copies of the <u>user</u> documentation after award is made.

Failure to submit adequate documentation may result in proposal rejection.

9. **REFERENCES**

Please submit three (3) references to whom your firm has provided the system you are proposing.

1.	Name of Firm:	-
2.	Name of firm:	
3.	Name of firm:	
	Contact Person:	
	Phone Number:	

Evaluation

The following are the criteria that will be used by the County's evaluation committee for the selection of a contractor for the software and/or hardware. The evaluation committee, comprised of County Management and support staff, will review the proposal responses and score them according to the criteria listed below. After proposal responses have been evaluated, the committee may require representatives of one or more proposers to appear before the committee to make a final evaluation. Site visits by committee members may also be performed prior to final evaluation.

	Award Criteria	Weight	X	Rating = V	alue
1.	Functionality. Ability to meet the application software and/or hardware requirements.	4	X		
2.	Overall Cost. Total cost to provide the software and/or hardware to include delivery, installation, training, data conversion, additional hardware, maintenance.	2.5	X		
3.	Company profile and references. Related experience in successful implementations of similar software for municipalities of comparable size. Financial and organizational stability, size and structure.	2	X		
4.	Software, maintenance, support, warranty. Availability and level of license support, after sales support (technical and end user), Responsiveness to change requests and completeness of warranty.	1	X		
5.	Training. Availability and quality of training, user documentation and online help.	1	X		
6.	Overall response of RFP. Proposer's grasp of project, soundness			Total	
	of approach, time schedule for implementation.	1	X		

This proposal will be evaluated on a cumulative point system.

SCORING

Outstanding		•		7
Good .				5
Average				3
Poor .			•	1
Not Addresse	d or l	Unaccept	able	0

PRICE SHEET			
ITEM NO.	DESCRIPTION OF RQUIRED MATERIAL, QTY UNSERVICE OR CONTRUCTION	NIT UNIT/PRICE	EXTENDED/PRICE
PROPO	OSER'S OFFER: Name of Company		
•	pliance with the Request for Proposal, Contractor hereby offers to tion, within the time set forth therein, and at the prices stated.	o perform all work in s	strict accordance with the
	Base Bid \$		\$
Provide	e a complete price breakdown. Also provide for the followi	ing options to the bas	se bid:
1.	Cost of onsite training including any travel		\$
2.	Cost of annual maintenance contract – Years 2	Year 2	\$
	through 5 (Year 1 covered by warranty)	Year 3	\$
		Year 4	\$
		Year 5	\$
3.	Cost of Data Conversion if not part of base package		\$
4.	Cost of report writer/generator if not part of base package		\$
5.	Cost of interface to Intergraph RMS/CADSystem.		\$
6.	Cost per hour for custom programming.		\$
7.	Cost per hour for installation.		\$
	Hour necessary for installation		

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 passthrough 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 (0MB 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 CPR 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 (a)

- (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 (0MB 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 statues 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 stanot violate this statute.	tutory objective of the project or activity shall
As the duly authorized representative of the applica comply with the above certifications.	ant, I hereby certify that the applicant will
Business Name	Date
Name of Authorized Representative	Signature of Authorized Representative

COUNTY OF EL PASO PURCHASING DEPARTMENT

COUNTY COURTHOUSE, 500 EAST SAN ANTONIO, ROOM PU500, EL PASO, TEXAS 79901 (915) 546-2048, FAX: (915) 546-8180

PITI VASQUEZ, PURCHASING AGENT JOSE LOPEZ, JR. ASST. PURCHASING AGENT LINDA GONZALEZ, INVENTORY BID TECHNICIAN

BIDDING CONDITIONS

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

- 1. BY SUBMITTING A BID, 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 BID; THE WAIVER BY EL PASO COUNTY OF ANY REQUIREMENTS UNDER THE BID DOCUMENTS OR THE CONTRACT DOCUMENTS; THE ACCEPTANCE OR REJECTION OF ANY BIDS; AND THE AWARD OF THE CONTRACT.
- 2. Bids must be in the Purchasing Department BEFORE the hour and date specified. Faxed bids will not be accepted.
- 3. Late bids properly identified will be returned to bidder unopened. Late bids will not be considered under any circumstances.
- 4. All bids are for new equipment or merchandise unless otherwise specified.
- 5. Quotes F.O.B. destination. If otherwise, show exact cost to deliver.
- 6. Bid unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.
- 7. Bids must give full firm name and address of bidder. Failure to manually sign bid 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.
- 9. The County reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to the lowest responsible bidder. The County of El Paso reserves the right to award by item or by total bid. Prices should be itemized.
- 10. Bids \$100,000.00 and over, the bidder shall furnish a certified cashiers 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 bid 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.
- 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 proposal 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:
 - a. A PERFORMANCE BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$100,000; AND
 - b. A PAYMENT BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$25,000.
- 17. PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 262.032(b), ANY SUCCESSFUL BIDDER WHO IS AWARDED ANY CONTRACT IN EXCESS OF \$50,000 MAY BE REQUIRED TO EXECUTE A PERFORMANCE BOND TO THE COUNTY. SAID BOND SHALL BE IN THE FULL AMOUNT OF THE CONTRACT AND MUST BE FURNISHED WITHIN 30 DAYS AFTER THE DATE A PURCHASE ORDER IS ISSUED OR THE CONTRACT IS SIGNED AND PRIOR TO COMMENCEMENT OF THE ACTUAL WORK. ANY PERFORMANCE BOND REQUIRED PURSUANT TO THIS SECTION SHALL BE NOTED IN THE ATTACHED DETAILED BID SPECIFICATIONS OR SCOPE OF WORK. THIS SECTION DOES NOT APPLY TO A PERFORMANCE BOND REQUIRED BY CHAPTER 2253, TEXAS GOVERNMENT CODE.
- 18. "Beginning January 1, 2006, in order to implement HB 914 (adding new Local Government Code Chapter 176), ALL VENDORS MUST SUBMIT A CONFLICT OF INTEREST QUESTIONNAIRE (Form CIQ) disclosing its affiliations and business relationships with the County's Officers (County Judge and Commissioners Court) as well as the County employees and contractors who make recommendations for the expenditure of County funds. The names of the County Officers and of the County employees and contractors making recommendations to the County Officers on this contract are listed in the Specifications.

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

Bidders should be aware that this bidding 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 subcontractor(s) currently provide/	n insurance benefits that you or your offer to your employees.			
2.	What percentage, if any, of your or enrolled in the health insurance be	f your subcontractor's employees are currently enefits program?			
	of the overall "best value" deter	rovision of health insurance benefits as part mination. Failure to provide health insurance n participating in this bid selection process.			
Busir	ness Name	Date			
Nam *	e of Authorized Representative	Signature of Authorized Representative			

^{*} This page must be included in all responses.



COUNTY OF EL PASO

County Purchasing Department 500 East San Antonio, Suite PU500 El Paso, Texas 79901 (915) 546-2048 (915) 546-8180 Fax

RE: Bid #07-011,

RFP IAPro System for the Sheriff's Department

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 Anthony Cobos

Commissioner Luis C. Sariñana Commissioner Veronica Escobar Commissioner Miguel Teran Commissioner Dan Haggerty

County Employees: Piti Vasquez, Purchasing Agent

Jose Lopez, Jr., Assistant Purchasing Agent Linda Gonzalez, Inventory Bid Technician

Lawrence Guerra, Sergeant

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

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

- § 176.006. Disclosure Requirements for Vendors and Other Persons; Questionnaire
- (a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire with the appropriate records administrator not later than the seventh business day after the date that the person:
 - (1) begins contract discussions or negotiations with the local governmental entity; or
- (2) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the local governmental entity.
- (b) The commission shall adopt a conflict of interest questionnaire for use under this section that requires disclosure of a person's affiliations or business relationships that might cause a conflict of interest with a local governmental entity.
- (c) The questionnaire adopted under Subsection (b) must require, for the local governmental entity with respect to which the questionnaire is filed, that the person filing the questionnaire:
- (1) describe each affiliation or business relationship the person has with each local government officer of the local governmental entity;
- (2) identify each affiliation or business relationship described by Subdivision (1) with respect to which the local government officer receives, or is likely to receive, taxable income from the person filing the questionnaire:
- (3) identify each affiliation or business relationship described by Subdivision (1) with respect to which the person filing the questionnaire receives, or is likely to receive, taxable income that:
- (A) is received from, or at the direction of, a local government officer of the local governmental entity; and
 - (B) is not received from the local governmental entity;
- (4) describe each affiliation or business relationship with a corporation or other business entity with respect to which a local government officer of the local governmental entity:
 - (A) serves as an officer or director; or
 - (B) holds an ownership interest of 10 percent or more;
- (5) describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to the expenditure of money;
 - (6) describe each affiliation or business relationship with a person who:
 - (A) is a local government officer; and
- (B) appoints or employs a local government officer of the local governmental entity that is the subject of the questionnaire; and
 - (7) describe any other affiliation or business relationship that might cause a conflict of interest.
- (d) A person described by Subsection (a) shall file an updated completed questionnaire with the appropriate records administrator not later than:

- (1) September 1 of each year in which an activity described by Subsection (a) is pending; and
- (2) the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.
- (e) A person is not required to file an updated completed questionnaire under Subsection (d)(1) in a year if the person has filed a questionnaire under Subsection (c) or (d)(2) on or after June 1, but before September 1, of that year.
- (f) A person commits an offense if the person violates this section. An offense under this subsection is a Class C misdemeanor.
- (g) It is a defense to prosecution under Subsection (f) that the person filed the required questionnaire not later than the seventh business day after the date the person received notice of the violation.

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

§ 176.001. Definitions

In this chapter:

- (1) "Commission" means the Texas Ethics Commission.
- (2) "Family member" means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573, Government Code.
- (3) "Local governmental entity" means a county, municipality, school district, junior college district, or other political subdivision of this state or a local government corporation, board, commission, district, or authority to which a member is appointed by the commissioners court of a county, the mayor of a municipality, or the governing body of a municipality. The term does not include an association, corporation, or organization of governmental entities organized to provide to its members education, assistance, products, or services or to represent its members before the legislative, administrative, or judicial branches of the state or federal government.
 - (4) "Local government officer" means:
 - (A) a member of the governing body of a local governmental entity; or
- (B) a director, superintendent, administrator, president, or other person designated as the executive officer of the local governmental entity.
- (5) "Records administrator" means the director, county clerk, municipal secretary, superintendent, or other person responsible for maintaining the records of the local governmental entity.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

F	or vendor or other person doing business with local governmental entity	1
	This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.	OFFICE USE ONLY
E lo	By law this questionnaire must be filed with the records administrator of the ocal government 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 76.006, Local Government Code.	Date Received
	A person committs an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	
1 1	Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Gove not later than the 7th business day after the date the originally filed questionnaire become	ernment Code, is pending and
	Name each employee or contractor of the local governmental entity who makes recomme officer of the governmental entity with respect to expenditures of money AND describe the aff	
	Name each local government officer who appoints or employs local government officers of which this questionnaire is filed AND describe the affiliation or business relationship.	the governmental entity for

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local governmental entity

_	
	Name of local government officer with whom filer has affilitation or business relationship. (Complete this section only if the answer to A, B, or C is YES.
	This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. 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 from the filer of the questionnaire?
	Yes No
	B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?
	Yes No
	C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
	Yes No
	D. Describe each affiliation or business relationship.
_	
	Signature of person doing business with the governmental entity Date