

**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., Wednesday, June 15, 2011 to be opened at the County Purchasing Office the same date for Revised - Contract Management Software System for the County of El Paso.

**Proposals must be in a sealed envelope and marked:**

# “Proposals to be opened June 15, 2011

**Revised - Contract Management Software System for the County of El Paso**

**RFP Number 11-018”**

**Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Tuesday, May 31, 2011, 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 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 price, executed with a surety company authorized to do business in the State of Texas. The certified cashiers 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.

 **PITI VASQUEZ**

 County Purchasing Agent

### **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 # 11-018Revised - Contract Management Software System for the County of El PasoVendor 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 **five (5) copies of your bid.** |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Company |  | Mailing Address |
|  |  |  |
| Federal Tax Identification No. |  | City, State, Zip Code |
|  |  |  |
| CIQ Confirmation Number |  | CIQ Sent Date |
|  |  |  |
| Representative Name & Title |  | Telephone  |
|  |  |  |
| Signature |  | Fax Number  |
| Date  |  | Email Address |

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

**Revised – Contract Management Software System for the**

**County of El Paso**

**RFP #11-018**



**Opening Date**

**Wednesday, June 15, 2011**

**PLEASE NOTE:**

**DISREGARD PREVIOUS RFP AND RESPOND ONLY TO THE REVISED - CONTRACT MANAGEMENT SOFTWARE SYSTEM FOR THE COUNTY OF EL PASO**

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**1.0 Description of Project**

El Paso County (County) issues this Request for Proposals (RFP) for a contract management software and implementation vendor to track and report County contracting documentation. The County currently uses the Financial Accounting Management Information System (FAMIS), ADPICS, WebExtender 4.61.016, and MS Excel for tracking and reporting. The County is seeking a software solution to consolidate the current processes used by several County departments and to improve the timing, accuracy, and efficiency associated with all aspects of contract management creation, tracking and reporting process.

The Proposer must be capable of providing and installing a system that includes, at a minimum, the following: software, software maintenance and support, training and services necessary to make the system operational. The system must be able to handle the County’s requirements without installing a work around or customizing the software to the County’s needs. However, work process recommendations associated with best practices are acceptable.

The Minimum Qualifications for the Proposer, Implementation Specialist and proposed software are listed in Section 2.0 below. Additional Information for Proposers, including descriptions of the current contract process and the envisioned contract process, is included in Section 3.0 below. The Responsibility of the Proposer and the Responsibility of the County is detailed further in Sections 4.0 and 5.0, respectively. Additional information specific to Proposed Costs and Evaluation is contained in Sections 6.0 and Section 7.0, respectively. Finally, Section 10 provides an Outline Format for Response that should be used as a guide by proposers in designing their responses.

The budget for purchase of the system includes software licenses, installation, training, and a period specific relating to maintenance/support and a warranty agreement depending upon pricing options. The vendor’s warranty will commence after “Go-Live” of the software and will run for a specified period depending upon pricing options. The software maintenance support period will begin on the first anniversary of the “Go-Live” date of the implementation.

All responsive proposals will be evaluated by a technical evaluation committee to develop a short list of most qualified respondents. As part of this RFP process, each short-listed Proposer (including the implementation specialist) will be required to participate in an interview and conduct a product demonstration of the proposed system.

The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addendums will be binding. Oral and other interpretations or clarification will be without legal effect.

**Please note: Any future communications regarding this proposal, if any, are not allowed other than directly with the County Purchasing Department.**

**2.0 Minimum Qualifications**

The following minimum qualifications have been established as a basis for determining the eligibility of a Proposer, Implementation Specialist and the proposed system. A proposal will be considered non-responsive unless sufficient documentation is provided in the proposal to determine that the Proposer, Implementation Specialist and the proposed system meet the following requirements. Any significant exceptions to the below should be requested in writing prior to bid opening. If a proposer’s system can provide functionality that is similar in nature/purpose but deviates slightly in form from the functional requirements listed below (Section 2.3, 3), the proposer should note in his/her response exactly how the proposed system will satisfy that need.

**2.1 Proposer Minimum Qualifications**

The Proposer must have been in continuous business since January 2005 providing similar products and services as described in this RFP. Information concerning the name and address of the companies along with contact information and the types of products and services is required.

**2.2 Implementation Specialist Minimum Qualifications**

The Proposer’s Implementation Specialist providing the services listed herein must have successfully completed a minimum of two implementations of the proposed system.

**2.3 Proposed System Minimum Qualifications**

The proposed system must meet the following technical, security and functional requirements.

1. Technical
	1. The system is a web browser based application.
	2. The system supports SQL 2008 or latest SQL databases.
	3. The system integrates with internal SQL 2008 or latest SQL databases.
	4. The system supports Microsoft Windows Server 2008.
	5. The web server is separate from the database server, physically or logically.
	6. The system supports Microsoft Windows XP Operating System or higher.
	7. The system supports Microsoft Internet Explorer 6 or higher.
	8. The system conforms to the following standards – MAPI or SMTP.
	9. Proprietary APIs or extensions are published for external use.
	10. The application provides the ability to route data across servers.
	11. TCP/IP network protocol is supported.
	12. The system is Internet Protocol version 4 (IPv4) and version 6 (IPv6) compliant.
	13. The system provides user defined, event triggered workflow.
	14. The system provides the ability to import and export data into excel, comma delimited, or Adobe Acrobat reader formats.
	15. The system support is provided by the vendor.
	16. The application can be fully accessed through both the County existing computer network and a web browser.
2. Security
	1. The system supports the following levels of security:
		1. Database level
		2. Module level
		3. Functional level
		4. Field level
		5. User level
	2. The system access is controlled by Full Control/Read/Read-Write/No Access, etc.
	3. The system provides an easily maintainable level of individual access through system tables maintained by the system administrator.
	4. The system is compatible with Active Directory (AD).
	5. The software manufacturer allows the County to install anti-virus updates as they are released.
	6. The system supports Microsoft operating systems and application patching.
	7. Documents loaded into the system are scanned for viruses prior to posting.
	8. SSL is used for sensitive web traffic.
	9. The default accounts, default passwords, community strings or other default access control mechanisms can be modified by the contract administrator.
	10. The system generates a report which lists users’ capabilities by user and company/department.
	11. Authentication credentials are encrypted during transmission.
	12. The system maintains an audit trail of all security maintenance performed by date, time, user id, device and location.
	13. The system logs all accesses (including inquiry) to information.
	14. A storage backup process is supported.
	15. The system license allows for backup of the entire system.
	16. The system license allows for set up and use of a test system.
3. Functional
4. Contract data
	* 1. Information related to bids for those items that remain only as awarded bids (e.g. bid, RFP): Ability to retain the following types of information: bid number, total awarded amount (if applicable), awarded contractor’s business name, contact name, full address, phone number, fax number, email address, related subcontractor info, milestones, payment terms, start date, extension terms, expiration date, etc.
		2. Information related to contracts drawn up based on awarded bids, RFPs, or other contracts originating in attorney’s office (e.g. interlocal agreements): Ability to retain the following types of information (depending on contract type): type of contract, attorney assigned, milestones, contractor and subcontractor information, start date, extension terms, expiration date, etc.
		3. Ability to support the attachment of multiple supporting documents associated with the administration of the contract (e.g. scanned progress reports submitted by the vendor, original RFP upon which the contract was based).
		4. Ability to support multiple vendor information associated with any contract; in other words to be able to independently track information (e.g. progress reports, deadlines for extension, tasks) and tie documentation to distinct vendors on the same contract.
5. Automated Workflow
6. Adaptable workflow sequences for easy data entry: Subsequent workflow dictated by choices selected earlier in the workflow process e.g. ‘Type of Contract’ will be a field required to be completed when any new record is created. If “Bid” is selected this will generate future fields to be completed such as “Bid Type” and “Advertisement Date”. But, if “Grant” is selected in the ‘Type of Contract’ field instead, this will not produce the field “Bid Type” since it is not applicable and it will produce a field called “Required County Match”.
7. Customizable workflow options/sequences: Ability for administrator of the system to create/edit fields, including ability to select field type (e.g. drop-down, text entered), dictate placement of the field in the workflow process, make fields required or not for saving the record or moving forward, and adding new content within the fields (e.g. adding new options in a drop-down menu for department contacts).
8. Customizable abilities for users: Ability to set various permissions levels of users, including the ability to limit users of a particular department/class to view only those contracts related to their department, restricting certain users to only uploading documents but not changing other existing data (e.g. expiration dates of contracts), allowing certain users to view/upload attachments to any contract, allowing certain users ability to edit any component of the contract record, and allowing all users ability to task others with action items and allow those users to mark them as complete when done so.
9. Contract milestone/deadline/performance monitoring: Ability to establish milestones based on dates that are common among all contracts (e.g. expiration dates, renewal dates) or other deliverables unique to each contract (e.g. specific reports due to granting agency as part of requirement of receiving funds, collection of annual insurance renewal, annual verification of tax status with state comptroller). These milestones generate automatic email reminder alerts if actions are not performed or the action is not marked complete by a user within a certain time frame, and additional email alerts when an item is overdue. Default parameters for when alerts are to be sent are based on standard values/rules but customizable by administrator for each contract (e.g. most contracts require notice of renewal received from the vendor earlier than 30 days before expiration, but certain contracts may require 90 days) (e.g. the initial alert is sent only to the department contact but a reminder alert defaults to being sent to the department contact one week before deadline and copies the administrator as well). The ability to have email alerts automatically sent to external vendors should also be retained.
10. General contract change notifications: Ability to choose whether points of contact assigned to the contract should be notified via automatic email if an administrator-level change is performed on a contract (e.g. the expiration date is extended further in the future).
11. Tasks: Ability for users to task other users with action items to be completed, independent of “standard” milestones listed above. For example, if a contract requires further revision after attorney review, that attorney should be able to task the department point of contact with revising the document. Any user with access to the contract could then potentially see what was the last action taken and by whom, and who was tasked with the next action, what it was, and the requested deadline.
12. Audit trail: Ability to track and keep record of all emails, tasks information, due dates, activity history, etc. such that a user with read-only access can see what was the last action taken by whom and who is assigned the next action by when.
13. Forms
14. Standard forms: Ability to generate standard forms populated with customized information from contracts. See examples in Exhibits 5 and 6.
15. Reports
16. Customizable reports: Ability to generate reports based on any combination of fields of information. For example, ability to generate a report showing only 2011 contracts, belonging to the Maintenance Department, drawn up by Attorney Smith, expiring in the next 60 days.
17. Performance reports: Ability to generate reports that can demonstrate out-of-compliance contracts based on unmet deliverables (e.g. deadlines that have been missed, attachments that have not been uploaded). For example, the ability to run a report showing all contracts expiring in 30 days that have missed their deadline of getting a 60 day out vendor confirmation to extend the contract.
18. Ability to generate reports showing amounts paid on contracts versus amounts budgeted for through FAMIS, based on a regularly imported data set (see Other Functionality below for more detail). For example, ability to generate a report of janitorial services (based on commodity code) for Maintenance Department that displays all related contracts, Purchase Order information (PO number, date issued, amount spent, open amount remaining) and invoice information (Invoice number, date issued, amount paid).
19. Ability to track change orders, amendments, etc. that required work in a different year than when the original contract was signed for the purposes of tracking and calculating average hours/cost of working on particular contract. For example, a contract was initially awarded for one year in May 2010 under the number 10-150. An amendment to the contract extending it another year is performed in May 2011. The work associated with completing the amendment needs to be identifiable as work performed in 2011. Even though the contract number remains the same, there needs to be a different “track” showing the work performed in subsequent years.
20. Reports must be capable of export to standard export file formats (e.g. CSV, PDF, Microsoft Word/Excel)
21. Other Functionality
22. Search database by name, owner, keyword, commodity description or other key elements as identified.
23. For search and lookups, have an almost-matched, keyword, or wild-card capability on all fields so the operator can enter a partial string and find similar records. Partial string searches should find the character string no matter what its location in the field.
24. Ability to import data from a file produced by the Financial Accounting Management Information System (FAMIS) and a component piece of it called the Advance Purchasing and Inventory Control System (ADPICS). This data will include information pertaining to Purchase Orders and Invoices paid on accounts and compare these amounts against the budgeted amounts for those accounts. The common tie in the data produced by FAMIS that will be imported into the proposed system will likely be the contract number as each contract number will in turn tie to a PO which already ties to a budget number, commodity number, and invoice number(s)/payments in FAMIS. This data will be saved to each corresponding record so that custom reports may be run that can show the current level of expenditure as compared to budgeted amounts for certain accounts (see Reports above for more detail). Ideally this import of data could be performed automatically by the system overnight, probably on a weekly basis, or initiated on an as-needed basis.
25. Although the system should default to assigning the next chronological number to each subsequent new record, certain users need to retain the ability to designate a number to a record. The system should have a mechanism to prevent overriding of an already existing record to prevent loss of data.

**3.0 Additional Information for Proposers**

The following section will provide some additional information to further enable interested proposers in preparing their responses.

**3.1 Amendments Posted Online**

A number of amendments have already been posted that provide answers to various questions posed by vendors. Please visit the following County website to view them: <http://epcounty.com/Purchasing/bids/default.htm>

**3.2 Description of Current Contracting Process, example**

Exhibit 1 describes the series of steps currently followed by County staff in order to execute a County contract. It describes only one possible scenario, a bid/RFP moving through drafting, solicitation and award, and eventually made into a contract. Other contracts types will not involve procurement and will originate in the Attorney’s Office.

**3.3 Description of Envisioned Contracting Process, example**

Exhibit 2 describes the series of steps for the new envisioned process that would involve the proposed system. The processes are not designed to change much with the adoption of the requested software except in the following ways:

* inserting the Contract Manager at certain points in the process so as to provide a additional review of contract provisions related to business concerns and quality,
* enabling automatic alerts that call a user’s attention to a contract’s important deadlines,
* having all of the documents/back-associated with a contract centrally located and accessible by multiple users from remote access points so as to replace constant emails back and forth,
* having the ability for users to task other users (points of contact) with actions related to the contract, thereby allowing users to also see the current status of a contract (who’s due to perform the next action and by when) at a glance,
* interfacing with FAMIS to capture financial information related to the budgets and payments made on a contract,
* having the ability to retain records of all of the above activities and run reports based on any of the above information.

There will be some concrete changes to the current process. For example, distinct contract numbers are currently assigned to each amendment to an already existing contract. For illustrative purposes only, if contract KK-11-130 was awarded in May of 2011 the first amendment extending the contract could be approved in May 2012 under KK-12-101. The ‘KK’ prefix has historically been assigned to contract numbers simply because it was set up that way in the MS Access database. Different numbers have historically been assigned to amendments because of the need to track the amount of work, and thereby calculate the costs associated with that work, performed by the Attorney’s Office in any given year. The envisioned process would eliminate the ‘KK’ prefix and eliminate the issuance of new contract numbers for amendments. Instead the numbering system would be YY-NNN (e.g. 11-130) and amendments would be assigned subset numbers (e.g. 11-130-1), but the ability to determine that an amendment for a 2011 contract was worked on in 2012 would need to be retained.

**3.4 Current Form of Data**

Current contract data is contained in several forms.

Most of the contracts have some of their core information contained as records in a Microsoft Access database. Some of the data elements contained in the MS Access records include:

Contract Number, Date Opened, Client, Subject of Contract, Contract Type, Start Date, End Date, Department, Department Contact, Attorney Assigned, Contract Events (listing critical emails, date of Commissioner’s Court approval, etc.).

Many of the more recent records (2009-present) have scanned and/or original Word, Excel, and PDF files associated with them. These files are saved on desktops and directories not directly connected to the MS Access database. The database itself does not contain any electronic documents/files. These documents will need to be attached as back-up to their corresponding new records in the proposed system.

Many of the older contracts (prior to 2009) only exist in hardcopy and have not been scanned yet, although as mentioned above most of these contracts do contain the data elements listed above (they were previously hand-entered into the database). These contracts will need to be scanned to be included as back-up to their corresponding new records in the proposed system.

All of the contracts, even those that have been scanned already, have data elements that are not listed in the MS Access database. Most of these data elements are related to deliverables and other milestones. This information will need to be included as data (for generating automatic alerts) in their corresponding new records in the proposed system.

Exhibits 3 and 4 show screenshots of the current MS Access system used by the Purchasing and Attorney’s Office, respectively. This will provide some examples of the type of general contract data that will need to be contained for each record in the proposed system. Missing in these shots are examples of specific milestones that would need to be associated with each contract type, as described above in the envisioned process section.

**3.5 Standard Forms**

Exhibits 5 and 6 contain examples of the types of standard forms that contain customized information per contract that will need to be generated by the proposed system.

* Exhibit 5: Bid Summary Form- Standard form used as Commissioner’s Court back-up during award part of the process
* Exhibit 6: Contract Data Form- Standard form used as Commissioner’s Court back-up (to be used during contract approval part of the process)

**4.0 Responsibility of Proposer**

The Proposer will be responsible for the following:

**4.1 Proposed System**

1. Provide, deliver, install, configure and test the system until it works properly and is ready to accept data generated by the County’s users and systems. Upon successful installation of the software, the system will be fully functional.
2. Provide for the conversion and loading of the County’s initial contract data. The system must be fully functional and operational after the contract data is loaded.
3. Install the contract management software and all its components on County computer hardware.

D. Guide and help the County define and develop the data definitions, user security profiles, and document work flows.

E. Provide toll free, telephone technical support to designated County staff after system “Go-Live” by software manufacturer.

F. Provide contract management software upgrades after system “Go-Live”.

**4.2 Proposed Training**

1. Provide on-site training and training manuals to County users. Users will include system administrator(s), application administrators and others within the County that will operate the system (end users). Proposal will identify the number of hours and type of manuals that will be provided.
2. Provide future training at an optional cost to the County.
3. Provide an electronic training manual and one hard copy training manual for each user being trained by the Proposer.
4. Train County staff in the contract management software support and administration functions.
5. Train County staff in the various contract management software functions (i.e. train the trainer). These staff will, in turn, train groups of users in the functions.

**4.3 Proposed System Maintenance and Support**

Provide the following as part of the warranty period for the system:

1. Software maintenance and support.

B. Upgrades and patches, and technical support or problem fixes.

C. Direct access for County personnel to the system software developers/manufacturers for ongoing support.

1. Ability to provide user feedback for possible future upgrades.
2. A 24 hour or less response time to priority one critical issues with the system.

F. Technical Support available 8:00 a.m. to 5:00 p.m., Mountain Standard Time, Monday through Friday.

**5.0 Responsibility of the County**

The County will be responsible for the following:

1. Provide point of contact to the Proposer during the implementation.
2. Provide technical assistance to the Proposer in developing interfaces to other platforms with which the system may interact.

C. Provide, install and configure the necessary server hardware, operating system, and network connections.

D. Provide adequate work space.

**6.0 Proposed Costs**

**6.1 Proposed System Cost**

The cost of the proposed system shall be a fixed fee that includes concurrent software licenses associated with the successful installation, implementation, and operation of the system, excluding server operating system and system database, if separate from the system. Payment to the Proposer will be according to completion of specific tasks and based on a percentage of the fee.

**6.2 Maintenance and Support Cost**

After the first year maintenance which is included with the original purchase price, the

County reserves the right to purchase or reject a one to three year system maintenance agreement, the cost of which includes at a minimum the services listed in Section 2.3. The maintenance and support cost will be paid in accordance with the terms and conditions of the resulting Agreement.

**6.3 County Rights**

The County reserves the right to:

1. Separately procure hardware and operating systems that meet or exceed the Proposer’s technical specifications.

 B. Purchase any quantity of any module during the resulting Agreement, at a quoted or negotiated price, to expand the scope of the system.

 C. Purchase additional single license increments.

**7.0 Evaluation**

**7.1 Objective**

It is the County’s intention to solicit proposals from potentially qualified Proposers; to evaluate proposals; to negotiate terms; and to award a contract to the Proposer whose proposal is determined to serve the best interests of the County.

**7.2 Evaluation and Recommendation**

The selection and approval of the Proposer will be made by the County in accordance with its competitive selection process. A technical evaluation committee (Committee) will evaluate proposals on the basis of the guidelines set forth in this RFP and will present its findings to the Commissioners Court. The Committee will consist of County representatives including senior level executive and staff members. The County reserves the right to request additional information and clarification of any information submitted, including any omission from the original proposal. All proposals will be treated equally with regard to this item.

The following evaluation criteria have been established to determine which Proposer will best contribute to the overall goals of the County as stated in this RFP.

|  |  |
| --- | --- |
| **Evaluation Criteria** | **Weight** |
| System Functionality | 25 |
| Project Approach and Schedule | 20 |
| Cost | 20 |
| Experience of Implementation Specialist and Staff | 15 |
| Experience of Proposer | 10 |
| Training, Maintenance, and Support | 10 |
| TOTAL: | 100 |

The County reserves the right to modify the solicitation schedule during the RFP process.

**8.0 General Terms and Conditions**

**8.1 Binding Offer**

A proposal, including price quotations, will remain valid for a period of 120 days following the proposal deadline and will be considered a binding offer to perform the required services, assuming all terms are satisfactorily negotiated. The submission of a proposal shall be taken as prima facie evidence that the Proposer has familiarized itself with the contents of this RFP.

**8.2 Compliance**

Proposer shall comply with County, State and federal directives, orders, policies, rules, regulations and laws as applicable to this RFP and subsequent Agreement.

**8.3 Non-Exclusivity of Agreement**

The Proposer understands and agrees that any resulting contractual relationship is non-exclusive and the County reserves the right to contract with more than one company or seek similar or identical services elsewhere if deemed in the best interest of the County.

**8.4 Collusion**

More than one proposal from the same Proposer under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is submitting more than one proposal will cause the rejection of all proposals in which Proposer is involved. Those proposals will be rejected if there is reason for believing that collusion exists among Proposers, and no participant in such collusion will be considered in any future proposals for the provision of services for the next six months following the date of the proposal submission.

**8.5 Hold Harmless**

The Proposer will hold the County harmless from and against all suits, claims, demands, damages, actions and/or causes of action of any kind or nature in any way arising from Proposer’s performance under the Agreement and will pay all expenses in defending any claims made against the County as a result of Proposer’s performance under the Agreement, in accordance with the Agreement.

**8.6 Governance**

If any of the language or information in this RFP conflicts with language in the

Agreement as prepared by the County, the language of the Agreement, as executed, will govern.

**8.7 Public Disclosure**

All proposals and other materials or documents submitted by Proposers in response to this RFP will become the property of the County. The County is subject to the open records requirements. As such, all materials submitted by Proposers to the County are subject to disclosure. Proposers specifically waive any claims against County related to the disclosure of any materials if made pursuant to a public records request.

**8.8 Disclosure of County Records**

Since the County owns the documents generated by the Proposer pursuant to the Agreement, the Proposer agrees that it will not, without written approval by the County, disclose publicly said records.

**9.0 Response Requirements and Proposal**

Proposers are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. Proposals sent by facsimile (FAX) or e-mail will NOT be accepted. Any proposal received after ***2:00 p.m***. ***(MST) on June 15, 2011*** will be deemed unresponsive and will be returned to Proposer unopened.

Proposer shall carefully review and address all of the evaluation factors outlined in this RFP as well as respond to *all* questions contained in Outline Format for Responsein section 10.0. In order to be considered, Proposer must be able to demonstrate that it meets the minimum qualifications established in the RFP and that it has the ability to provide the required services as listed in the RFP. Failure to provide documentation necessary to demonstrate that the Proposer meets the minimum qualifications will cause the proposal to be rejected as nonresponsive.

**9.1 Number of Proposals**

1 Original (clearly marked “ORIGINAL”) and 5 Copies (clearly marked “COPY”).

**9.2 Delivery of Proposals**

The County office is open Monday through Friday, 8:00 a.m. to 5:00 p.m. MST, excluding major holidays.

The delivery of the proposal to the County prior to the deadline is solely and strictly the responsibility of the Proposer. ***The proposal delivery deadline is June 15, 2011 at 2:00 p.m. (MST)*** proposals must be delivered to the physical location listed below. The County will in no way be responsible for delays caused by delivery services or for delays caused by any other occurrence.

All proposals must be sealed and labeled as follows:

SEALED PROPOSAL:

RFP No. **11-018, Contract Management Software System for the County of El Paso**

Proposals must be delivered as follows:

Hand Delivery: Attn: Piti Vasquez, Purchasing Department

El Paso County

800 East Overland, RM 300

El Paso, Texas 79901

Proposals will be given a time/date receipt by County staff.

**9.3 Execution of Proposal**

The proposal shall be executed by Proposer or an official of Proposer’s firm authorized to do so as stated in this RFP under Outline Format for Responsein section 10.0.

**9.4 Preparation of Proposals**

All questions must be completed in full as a condition of this RFP. Proposals shall be:

* Typed, one side of the paper only
* Each page numbered at the bottom
* Stapled or otherwise bound
* Contain a table of contents
* Assembled in organized sections per the list of tabs included in Section 10.0

**9.5 RFP Process**

The RFP shall in no manner be construed as a commitment on the part of the County to award an agreement. The County reserves the right to reject any or all proposals; to waive minor irregularities in the RFP process or in the responses thereto; to re-advertise this RFP; to postpone or cancel this process; to select and procure parts of services; to change or modify the RFP schedule at any time and to negotiate an Agreement with another qualified Proposer if an Agreement cannot be negotiated with the selected Proposer or if the selected Proposer’s performance does not meet the requirements in this RFP and/or the Agreement.

**9.6 Costs of Preparation**

All costs associated with preparing and delivering a proposal to this RFP and any interview and demonstration shall be borne entirely by the Proposer. The County will not compensate the Proposer for any expenses incurred by the Proposer as a result of this RFP process.

**9.7 RFP Compliance**

It is the responsibility of each Proposer to examine carefully this RFP and to judge for itself all of the circumstances and conditions which may affect its proposal. Any data furnished by the County is for informational purposes only and is not warranted. Proposer’s use of any such information shall be at Proposer’s own risk. Failure on the part of any Proposer to examine, inspect, and be completely knowledgeable of the terms and conditions of the Agreement, operational conditions, or any other relevant documents or information, will not relieve the selected Proposer from fully complying with this RFP. Modifications received after the proposal deadline will not be considered.

**9.8 RFP Inquiries**

1. Proposer’s Review of the RFP. Proposer shall carefully examine the RFP, including its attachments to determine if the requirements are clearly stated. All questions concerning the RFP documents, such as discrepancies, omissions and exceptions to any term or condition, must be submitted in writing to: pvasquez@epcounty.com and limena@epcounty.com. If the Proposer requests modifications to the documents, the Proposer must provide detailed justification for each modification with an explanation. The County shall determine what changes to the RFP will be acceptable to the County and will issue a written addendum to the RFP, if necessary, as outlined below. No oral interpretation or clarification of the RFP will be made to any Proposer. It is the responsibility of the Proposer to verify the County received the request. ***To be given consideration, such requests must be received by 12:00 p.m. (MST), Tuesday, May 31, 2011.***
2. County Issued Addenda to the RFP. All interpretations of and modifications to the RFP documents and any supplemental instructions will be in the form of a written addendum in order that all Proposers shall be given the opportunity of proposing to the same specifications. Any issued addendum will be fax to the vendors and ***posted on the County’s website at*** [***www.epcounty.com***](http://www.epcounty.com)***, select bids & more, scroll down to 11-018***. Each Proposer will be responsible for monitoring the website for new or changing information relative to the RFP and for including issued addendum in its submitted proposal. Failure of any Proposer to include any such addendum(s) in its proposal shall not relieve said Proposer from any obligation contained therein.

**9.9 Execution of Agreement**

By submitting a proposal in response to this RFP, the Proposer is deemed to have accepted the terms and conditions of the RFP, its attachment(s), its addendum(s), in their entirety.

**9.10 Warranty**

The Proposer warrants that the proposal submitted is not made in the interest of or on behalf of any undisclosed party; that the Proposer has not, directly or indirectly, induced any other Proposer to submit a false proposal; and that Proposer has not paid or agreed to pay to any party, either directly or indirectly, any money or other valuable consideration for assistance or aid rendered or to be rendered in attempting to procure the Agreement for the privileges granted herein.

**9.11 Supplemental Information**

The County reserves the right to request any supplementary information it deems necessary to evaluate Proposer’s experience or qualifications and/or clarify or substantiate any area contained in the Proposer’s proposal.

**10.0 Outline Format for Response**

Each section of the proposal must be tabbed in accordance with the following outline. Insert outline format for proposal paragraph immediately prior to the response to each section. Sequentially number all pages within each tab.

Proposer shall submit the following information:

**TAB 1: Proposer Information**

1. Background Information
	1. Proposer’s Legal Name
	2. Principal Office Address
	3. Internet URL
	4. State of Incorporation
	5. Ownership structure (individual, partnership, corporation, etc.)
	6. Brief Description of history of the company
2. Implementation Specialist/Contact Person
	1. Name
	2. Title
	3. Phone Number
	4. Fax Number
	5. Email address
	6. Dates of employment with Proposer
3. Additional Information
	1. Does Proposer provide services to anyone related to or employed by the County, including Commissioners Court Board members? \_\_\_ Yes \_\_\_No If yes, explain.
	2. Is Proposer currently under suspension or disbarment by any State or Federal Agency? \_\_\_ Yes \_\_\_No If yes, explain.
	3. Is Proposer tax delinquent with the State of Texas or Federal Government? \_\_\_ Yes \_\_\_No If yes, explain.

**TAB 2: Experience of Proposer**

1. Provide the number of years the Proposer has been in continuous business providing similar products and services as described in this RFP.
2. Include, at a minimum, the following information for each company for which Proposer had contract(s) to provide similar product(s) and services to substantiate the years of experience:
	1. Name of company
	2. Address of the company
	3. Contact person for the company
	4. Contact person’s phone number/email address
	5. Date(s) and length of time of implementation
	6. Name and type of system
	7. Description of the size and complexity of the installed system, including any out-of-the ordinary challenges or customization
3. Provide any relevant additional description of the Proposer’s experience with the proposed system.
4. Provide an organizational chart. Include names, titles, and physical location of staff.

**TAB 3: Experience of Implementation Specialist and Staff**

1. Implementation Specialist Background Information (if different from above)
	1. Name
	2. Title
	3. Phone Number
	4. Fax Number
	5. Email address
	6. Dates of employment with Proposer
2. Provide the number of implementations of the proposed system that the Proposer’s Implementation Specialist has successfully completed.
3. Include, at a minimum, the following information for each company for which the Implementation Specialist implemented the proposed system to substantiate the years of experience (if same as above just provide the new information):
	1. Name of company
	2. Address of the company
	3. Contact person for the company
	4. Contact person’s phone number/email address
	5. Date(s) and length of time of implementation
	6. Name and type of system
	7. Description of the size and complexity of the installed system
	8. Description of the tasks performed by Implementation Specialist for the project
4. Provide a résumé for each staff member to be involved with this RFP’s project

**TAB 4: System Functionality**

1. Provide information detailing compliance with the Technical requirements set forth in the Minimum Qualifications section above. Address each item specifically in regards to the proposed system; for example, 2.3(1)(a).
2. Provide information detailing compliance with the Security requirements set forth in the Minimum Qualifications section above. Address each item specifically in regards to the proposed system; for example, 2.3(2)(a)(i).
3. Provide information detailing compliance with the Functional requirements set forth in the Minimum Qualifications section above. Address each item specifically in regards to the proposed system; for example, 2.3(3)(a)(i).
4. Note in detail any unique characteristics, technologies, or added-value features of Proposer’s system, especially as they may relate to workflow, communications, or handling of original contracts. For example, does the system make use of OCR (Optical Character Recognition) technology or something similar that will make machine-scanned PDF documents searchable in the system?

**TAB 5: Project Approach and Schedule**

Provide a detailed implementation approach and schedule to complete this project, addressing at a minimum the items below:

* Describe the process of the conversion/transfer of data from the County’s current systems to the new system. Specifically address:
	+ the current records in the MS Access database,
	+ the documents that exist only in the original hard copy format (have not been scanned) and the data contained in all hard copy contracts that is currently missing from the MS Access database (i.e. no electronic data immediately available).
* Describe how the Proposer will comply with all responsibilities listed in Section 4.0 Responsibility of Proposer.
* Provide the expected number of Proposer’s representatives and resource involvement, both on-site and off-site, that will be involved in the implementation of the system.
* Provide an explanation of the expected County staff and resource involvement for the implementation of the system.

If the Proposer is a Software as a Service (SaaS) vendor, provide additional relevant information such as:

* 1. How back-ups of the date are handled (how often are they performed, is the information available to the County in some other form such as CD or is merely maintained at another external site, etc.).
	2. What is the promised minimum up-time (alternatively, maximum down-time) for service? What is the redundancy plan in cases of outage?
	3. If the agreement with the County is discontinued for any reason in the future, how will the data be delivered back to the County? How will the vendor’s copies of the data be disposed of at the end of the contract?
	4. Provide a copy of a standard service plan/contract
	5. Provide a copy of any service-level agreements that may exist in addition to the service plan/contract terms.

**TAB 6: Training, Maintenance and Support**

1. Describe the initial training that is included in the proposal. Include at a minimum:
	1. How many hours will be provided
	2. How it will be provided (remotely, on-site, etc.)
	3. Written materials, web-based tutorials, online help materials, etc. that can be referenced by County staff in the absence of Proposer’s staff
	4. Any standard training plans (if available)
2. Describe any additional training that is available beyond the scope of the initial training, including optional future training for additional County staff.
3. Complete the following table by checking the appropriate box. If a “NO” box is checked for any item, the Proposer must provide a written explanation. Failure to check “Yes” on any item in this section will not render the proposal non-responsive.

|  |  |  |
| --- | --- | --- |
| **Proposed System’s Maintenance and Support** | **YES** | **NO** |
| 1. The costs for revision upgrades are included in the proposed maintenance costs |  |  |
| 2. County personnel will have direct access to the proposed System’s software developers/manufacturers for ongoing support. |  |  |
| 3. There will be the ability to provide user feedback for possible future upgrades. |  |  |
| 4. There will be a 24 hour or less response time to priority one critical issues with the System |  |  |
| 5. Technical support is available 8:00am – 5:00pm, MST, Monday through Friday. |  |  |

1. Provide a copy of the Proposer’s maintenance and support agreement (if not included as part of Tab 5).
2. Describe the frequency with which revision upgrades typically occur, and the impact on the operation of the system (e.g., does the system need to be taken off line, and for how long?)
3. Is regular ongoing support provided via telephone, on-line or both?

**TAB 8: Cost**

This section shall include a description of the proposed costs and prices. All pricing information shall be limited solely to this section of your proposal. Accordingly, you should follow these instructions carefully and provide all data requested in the formats specified herein.

Any omissions in this proposal shall be identified by each Proposer and incorporated into their proposal including any omissions for software, hardware, support etc. which is necessary to the success of the project, and must be identified as a separate line item with pricing and included as part of the proposal. The County will not increase the contract or any purchase order (either dollar amount or time) for items not included in the submitted proposal documents. The County reserves the right to purchase part of the proposal or the entire proposal.

The County will not consider change orders or amendments unless it is deemed a change in the original scope of the project. All items not itemized in the pricing below which are instrumental to completing the project will be supplied by the Proposer at no additional charge to the County. All prices quoted shall be firm and fixed for the specified contract period.

Item 1: Provide cost of all software, hardware (if any), materials, professional services and training to install, implement, and support the proposed solution for the first year in strict accordance with the specific requirements listed above. Itemize, detail and individually price the following (at a minimum):

* Contract Management Software
* Installation and Set-up
* Training
* Any additional fees or work to be performed to satisfy the RFP requirements

**Total Proposed Solution Price**

**(including Year 1 Maintenance and Support) $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Item 2: Provide cost of all Software/Hardware Preventative Maintenance and Support for Years Two through Five, to include any required software updates, fixes or patches.

**Maintenance and Support for Year 2: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Maintenance and Support for Year 3: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Maintenance and Support for Year 4: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Maintenance and Support for Year 5: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**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 (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.

1. 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).

1. 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.

1. 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 statutory objective of the project or activity shall not violate this statute.

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

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Business Name |  | Date |
|  |  |  |
| Name of Authorized Representative |  | Signature of Authorized Representative |

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

**COUNTY OF EL PASO PURCHASING DEPARTMENT**

MDR Building, 800 E. Overland PITI VASQUEZ, PURCHASING AGENT

ROOM 300, EL PASO, TEXAS 79901 JOSE LOPEZ, JR. ASST. PURCHASING AGENT (915) 546-2048, FAX: (915) 546-8180 LINDA MENA, INVENTORY BID TECHNICIAN

**PROPOSAL CONDITIONS**

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

1. BY SUBMITTING A PROPOSAL, EACH BIDDER AGREES TO WAIVE ANY AND ALL CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY OF EL PASO, AND ITS OFFICERS, AGENTS AND EMPLOYEES, ARISING OUT OF OR IN CONNECTION WITH: THE DOCUMENTS, PROCEDURES, ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY PROPOSAL; THE WAIVER BY EL PASO COUNTY OF ANY REQUIREMENTS UNDER THE PROPOSAL DOCUMENTS OR THE CONTRACT DOCUMENTS; THE ACCEPTANCE OR REJECTION OF ANY PROPOSAL; AND THE AWARD OF THE CONTRACT.
2. Proposal must be in the Purchasing Department **BEFORE** the hour and date specified. Faxed proposals will not be accepted.
3. Late proposals properly identified will be returned to bidder unopened. Late proposals will not be considered under any circumstances.
4. All proposals are for new equipment or merchandise unless otherwise specified (merchandise

only).

1. Quotes F.O.B. destination. If otherwise, show exact cost to deliver (merchandise only).

1. 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.
2. 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.
3. No substitutions or cancellations permitted without written approval of County Purchasing Agent for merchandise.
4. 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.
5. RFP $100,000.00 and over, the proposer 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.
6. This is a quotation inquiry only and implies no obligation of the part of the County of El Paso.
7. 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.
8. Brand names are for descriptive purposes only, not restrictive (merchandise only).
9. The County of El Paso is an Equal Opportunity Employer.
10. 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.
11. 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:
12. A PERFORMANCE BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF $100,000; AND
13. A PAYMENT BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF $25,000.
14. 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.
15. “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 insurance benefits that you or your subcontractor(s) currently provide/offer to your employees.

|  |
| --- |
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|  |
|  |

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 |

[[1]](#footnote-1)\*

**

**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 #11-018, Revised - Contract Management Software System 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 Anna Perez

 Commissioner Sergio Lewis

 Commissioner Willie Gandara, Jr.

 Commissioner Dan Haggerty

County Employees: Piti Vasquez, Purchasing Agent

 Jose Lopez, Jr., Assistant Purchasing Agent

 Peter Gutierrez, Buyer II

 Linda Mena, Inventory Bid Technician

 Lucy Balderama, Inventory Bid Technician

 Edward A. Dion, County Auditor

 Wallace Hardgrove, Budget and Finance Manager

 Teresa Molinar, Operations Manager

 Edward Hyatt, Contract Administration Manager

 Peter Cooper, Chief Technology Officer

 David Garcia, Director, Information Technology

 Luke Gilpin, Applications Manager

 Lee Shapleigh, Assistant County Attorney

 Holly Lytle, Assistant County Attorney

 Rene Camarillo, Business Applications Project Manager

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**

PITI VASQUEZ, PURCHASING AGENT MDR BUILDING, 800 E. OVERLAND

JOSE LOPEZ, JR. ASST. PURCHASING AGENT ROOM 300, EL PASO TEXAS 79901

LUCY BALDERAMA, INVENTORY BID TECHNICIAN (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 bid, 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.
* 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](http://www.epcounty.com/), click on public records, click on to [Official Public Records](http://www.epcounty.com/clerk/deedsearch.asp) - 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 you have any questions, please call Linda Mena or Lucy Balderama at 915-546-2048

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| **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 # 11-018 |
|  **1 Name of person who has a business relationship with local governmental entity.**  |
|  **2**  **Check this box if you are filing an update to a previously filed questionnaire.**  (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)  |
|  **3**  **Name of local government officer with whom filer has employment or business relationship.**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name of Officer This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.  A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? Yes No  B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the  local governmental entity? Yes No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local  government officer serves as an officer or director, or holds an ownership of 10 percent or more?  Yes No  D. Describe each employment or business relationship with the local government officer named in this section.  |
|   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of person doing business with the governmental entity Date  |

 Adopted 06/29/2007

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

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

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

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

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

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

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

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

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

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

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

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

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

     (A) serves as an officer or director; or

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

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

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

     (A) is a local government officer; and

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

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

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

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

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

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

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

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

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

§ 176.001.  Definitions

   In this chapter:

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

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

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

   (4) "Local government officer" means:

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

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

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

**COUNTY OF EL PASO, TEXAS**

Check List

**Revised - Contract Management Software System for the**

**County of El Paso**

**RFP #11-018**

**THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE**

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|  |  | Responses should be delivered to the County Purchasing Department by 2:00 p.m., Wednesday, June 15, 2011. Did you visit our website ([www.epcounty.com](http://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 915-543-3816 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 five (5) copies of your response? |
|  |  |  |
|  |  |  |
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1. \* This page must be included in all responses. [↑](#footnote-ref-1)