



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

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### **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., Thursday, March 10, 2016 to be opened at the County Purchasing Office the same date for Recreation Management Software Application for the County of El Paso.

**Proposals must be in a sealed envelope and marked:  
"Proposals to be opened Thursday, March 10, 2016  
Recreation Management Software Application  
for the County of El Paso  
RFP Number 16-009**

**Do not contact the requesting department. Any questions or additional information required by interested vendors must be e-mailed to: [bidquestions@epcounty.com](mailto:bidquestions@epcounty.com) before Tuesday, February 23, 2016, at 12:00 p.m. Proposal number and title must be on the "Subject Line" of the e-mail. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.**

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

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

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

**KENNIE DOWNING**  
Purchasing Agent

# El Paso County Code of Ethics Training Affidavit

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

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

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

What is a vendor:

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

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

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

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

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

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

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

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

I \_\_\_\_\_ am an officer, principal, or individual

(Full Name)

authorized to bind the company, known as

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

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

Name \_\_\_\_\_

Title \_\_\_\_\_

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

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



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

**Memorandum**

**To:** All Vendors

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

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

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

# EL PASO COUNTY SIGNATURE PAGE

<b>RFP # 16-009</b> <b>Recreation Management Software Application for the County of El Paso</b> Vendor must meet or exceed specifications
Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. <b>Please submit one (1) original copy and four (4) electronic versions of the complete proposal (CD/DVD/Flashdrive) in Word/PDF Format. Electronic copies must reflect the original hard copy.</b>

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

Please quote prices and discounts on the following items:

F. O. B. El Paso County

\_\_\_\_\_  
Company

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

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_  
Signature

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

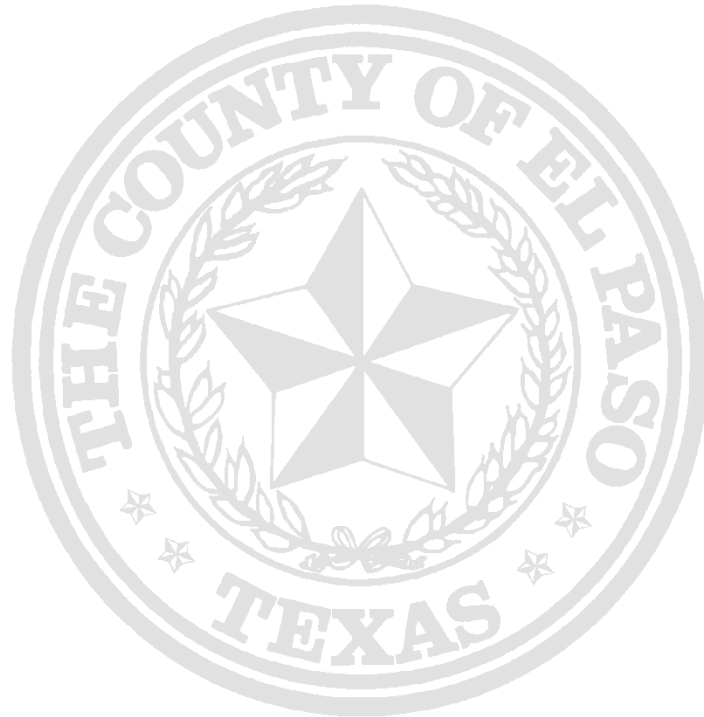
\_\_\_\_\_  
Date

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

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

# **Recreation Management Software Application for the County of El Paso**

**RFP # 16-009**



**Opening Date  
Thursday, March 10, 2016**

## INTRODUCTION:

El Paso County is soliciting proposals from qualified providers for a recreation management software whose product offering meets or exceeds the County requirements and whose complete product offering provides a robust solution set that will allow the County to continue to leverage this investment well into the future as the needs of the County continue to grow and evolve.

### Minimum Qualifications

- 1) The Vendor must have been in the business of manufacturing and/or selling recreation management software for a minimum of two (2) years.
- 2) The contractor must be licensed to sell their products and services in Texas.

### 1.1 Definitions

The following definitions are used in the RFP:

- **County** refers to El Paso County.
- **Vendor** or **Proposer** refers to a firm, company or organization submitting a proposal in response to this RFP.
- **Parks and Recreation System**, Recreation Management Software, **P&R System**, the **system**, or **software** means the software solution that the successful Vendor(s) responding to this RFP will be responsible for providing.

### 1.2 Background

The mission of the El Paso County Park's program is to provide a safe, healthy, and enjoyable recreation environment for all El Pasoans. By providing a rich mix of cultural, recreational, and social opportunities, citizens of El Paso County and their visitors can enjoy an enhanced quality of life.

The department is responsible for the maintenance and operations of Ascarate Park which spans approximately 1,000 acres, including a 50 acre surface layer lake which is open to the public all year round. The park also hosts a 27-hole golf facility with a lighted driving range, a restaurant, a pro-shop, and an Olympic size pool.

In addition, the County Sportspark is a 40-acre multi-purpose recreational facility offering six adult softball fields, four youth baseball fields, a pro-shop, a restaurant and maintenance facilities. The recently refreshed facility attracts tournaments and its utilization will increase with new amenities.

The County is currently using RecWare Safari, Version 4.3.11. County access is via Windows 7 based personal computers. County computers have Internet Explorer 7 or higher installed. There are approximately 25 sites with 5 users per site utilizing the RecWare Safari solution. Over the past few years, the department processed an estimated 260,028 transactions per year using the existing recreation management system: RecWare Safari.

### 1.3 Current Application Environment

A list of the County's parks and recreation applications identified through a needs assessment process has been compiled and is presented below:

Current Application	Application Description	Platform
<b>League Team Formation</b>	Manage team formation process based on participant skillsets.	Hardcopy
<b>League Schedules</b>	Manually created league schedules are generated in hardcopy format and replicated in Word for printing / publication.	Hardcopy / Microsoft Word
<b>League Official Scheduling</b>	Develop schedules for league officials.	Microsoft Excel
<b>League Statistics</b>	Track statistics for leagues including records, scores, and overall standings.	Microsoft Excel
<b>Financial Processing Workbooks</b>	Various reports generated through the legacy system and Microsoft Excel workbooks to prepare supporting information for journal entries in the County's financial system.	Microsoft Excel
<b>Inventory Tracking</b>	Track point-of-sale inventory including the quantity on hand, quantity on order, etc.	Microsoft Excel
<b>Budget Worksheets</b>	Budget worksheets to develop activity and program budgets based on estimated revenues and expenses.	Microsoft Excel

### 1.5 Current Technical Environment

The County has established technology standards and would prefer to adhere to them as part of the implementation of the Recreation Management Software system. The tables below provide Vendors with a current summary of the County's network, computing environments, and technology standards.

As part of the proposal process Vendors will be required to submit significant technical detail about the proposed solution. In preparing responses, Vendors must remain diligent in referencing this information to assure that responses clearly identify:

1. Areas of known or potential conflict between the Vendor's proposed solution and the County's defined environments.
2. Recommendations of how best to implement and operate the proposed solution within the County's defined environments.



### **Network Infrastructure Configuration (WAN & Internet)**

- The County's wide area network consists of a myriad of sites. The sites are connected via a fiber loop.
- A maintenance program is in place to support key components of the network.
- To support the network, internal employees are utilized.

### **Data Center**

- The Primary Data Center (server room) is located within the County office building.
- There is a generator at the data center.
- The data center has a dedicated cooling system. An action dry-pipe pre-action or an inert gas based fire suppression system is currently in use.
- There is a secondary data center in place at this time.

### **Data Network**

- The users report that the network is reliable and has few issues. It has a high reliability of above 99.99%.
- The network is primarily used for data, VoIP, video and other applications, including MS-SQL and Exchange email system traffic.
- The LAN technology is based on 100/1000 Gigabit Ethernet technologies.
- Most workstations are connected using 100/1000Tx Ethernet.

### **Logical Network**

- Multiple VLANS are used on the network. All buildings are segmented with multiple VLANs for better traffic management.
- TCP/IP is used on the WAN and LAN.

### **Server & Operating System Standard**

- The primary manufacturer of physical servers is Dell.
- The servers have redundant features, such as dual power supplies and mirrored disks.
- A maintenance program is in place to support all key components of the server environment.
- The primary data center has full redundancy.
- The County has virtualized the environment using VMware.
- The County uses Sophos for antivirus protection on the servers and workstations.
- The systems are managed by a team of systems administrators.
- There is a process for the creation / deletion of e-mail and workstation accounts.
- The County enforces Microsoft's recommendations for password complexity. Users are required to change passwords every 90 days.

<b>Workstation Standard</b>
<input type="checkbox"/> The majority of the systems are manufactured by Dell. <input type="checkbox"/> The current standard workstation configuration in use is: <ul style="list-style-type: none"> <li>• Manufacturer: Dell</li> <li>• Processor: Intel i5</li> <li>• RAM: 8 GB</li> <li>• Hard Disk Size: 500 GB</li> <li>• Video Card/RAM: 2 GB</li> <li>• Network Card Speeds 1GB</li> <li>• 3-yr warranty</li> </ul> <input type="checkbox"/> The majority of the workstations use Windows 7 operating system. <input type="checkbox"/> On the workstations, Sophos is used for antivirus protection.
<b>Web Browser Standard</b>
<input type="checkbox"/> Microsoft Internet Explorer v9 and 10 are used.
<b>Applications</b>
<input type="checkbox"/> The County uses a locally hosted Exchange server for email services. <input type="checkbox"/> The County's current standard database is Microsoft SQL.

### 1.6 Other Planned Technology Initiatives

Below is a summary of additional technology initiatives planned by the County that may have a relationship with or impact on the Recreation Management Software Replacement Project:

<b>Project Description</b>	<b>Timing</b>
Tyler Munis	Spring 2016

### 1.7 Expected Scope of System

The vendor shall propose all required software and services to implement the proposed modules for their parks and recreation solution. The County expects that it will procure technology infrastructure to support the proposed solution independently; however, vendors must propose any required hardware peripherals to support the proposed solution including receipt printers, bar code scanners, magnetic stripe readers, cash drawers, servers, networking equipment, and other devices.

Vendors are not required to propose every module requested by the County; however, are encouraged to partner with other software providers to submit a proposal that satisfies all modules. The following definitions should be considered relative to the list below:

**Core Modules** – Modules *intended to be purchased* as part of this project.

**Expanded Modules** – Modules *being considered* as part of this project.

**AN OUTLINE OF THE REQUESTED SOFTWARE AND SERVICES IS DEFINED AS FOLLOWS:**

**SOFTWARE**

**Core Modules**

- Activity Registrations
- Court Reservations
- Customer Management
- Donation and Memorial Mgmt
- Facility Reservations
- League Scheduling
- Pass and Memberships
- Payment Processing & POS
- Rental Management
- Trip Reservations
- Golf Management
- Tee Time Reservations

**Expanded Modules**

- Maintenance Management
- Event Ticketing
- Personal Trainer
- Volunteer Management
- *Others not requested but proposed by responding Vendors*

**SERVICES**

**Required Services**

- Implementation and Training
- Data Conversion
- Interface Development
- Modifications
- Project Management
- Hardware Design and Installation Consulting (if on-premise)
- Software Installation (if on-premise)
- Operational Redesign Assistance
- Report Development Assistance
- Change Management Assistance
- System Documentation Development
- Testing Assistance
- Web Design & Integration Services
- Ongoing Support and Maintenance Services

**Optional Services**

- On-Going Hosting Services\*

*\* The County is strongly considering both a County-hosted and a Vendor-hosted solution. It is optional, but not mandatory, for Vendors to provide information on both solutions as part of their RFP response. If a Vendor does propose a Vendor-hosted solution, any differences from a County - hosted solution must be clearly delineated in the appropriate sections of the RFP response.*

### 1.8 Summary of Key Transaction Volumes

A summary of key transaction and operating volumes and standards is included below. These volumes and standards reflect actual & estimated amounts for the current environment.

<b>County Operating Volumes/ Standards</b>		<b>Metric</b>
<b>Parks &amp; Special Events Department</b>		
Total Number of Locations	15	
Total Area Managed (Acres)	1,300	
Total Number of Annual Guests	250,000	
P&SE Annual Operating Budget	\$4.1 million	
P&SE FY2015 Capital Budget	\$177,000	
<b>Total P&amp;SE Employees</b>	<b>44</b>	
<i>Full-Time (Administrative/ Office/ Other)</i>	9	
<i>Year-Round Part-Time (Admin/ Office / Other)</i>	35	
<b>County Operating Volumes/Standards</b>		<b>Metric</b>
<b>Facility Reservations</b>		
Overview of Facility Locations	Ascarate Regional Park Ascarate Golf Course Ascarate Aquatics Center El Paso County Sportspark El Paso County Regional Pools and Parks	
Total # Facility Locations	15	
Overview of Facility Types	Multi-use facilities	
Total # of Facilities	12	
Total # of Facility Reservations (annually)	500	
<b>League Scheduling</b>		
Overview of League Types	T-ball Youth Baseball Youth Softball Adult Softball (Men's, Women's Coed) Youth Soccer Adult Soccer Youth Kickball Adult Kickball	
Total # of Leagues (annually)	20	

Total # of Tournaments (annually)	10
Total # of Teams in all Group Leagues	200
Total # of Individuals in Leagues	1500
<b>Pass and Memberships</b>	
Overview of Membership Types	Annual and Monthly Parking Pass (hangtag)
Total # of Members	400
<b>County Operating Volumes/Standards</b>	
<b>Metric</b>	
<b>Payment Processing and POS</b>	
Overview of POS Locations/Operations	10
Total # of POS Locations	5
Total # of Cashiers	20
Total # of Transaction Codes	100
<p><b>PLEASE NOTE:</b> The County has a three (3)-year agreement with Value Payment Systems, located in Nashville TN for credit card processing services in which all credit card transactions are run through Value Payment Systems, if possible. Proposer should state in their proposal, if their software has the ability to utilize Value Payment Systems as their credit card processor. (If so, provide the associated transaction fee. If not, provide information about your current credit card processing company).</p>	

## Proposal Response Format

The Vendor shall prepare their proposals in accordance with the instructions outlined in this section. **Vendors must respond in full to all RFP sections and follow the RFP format (section numbering, etc.) in their response. Failure to follow these instructions may result in rejection.**

**For each question asked in the RFP, the proposer shall provide in their response, the question asked and their answer using the section numbering of the RFP.**

Proposals shall be prepared to satisfy the requirements of the RFP. *EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.* All parts, pages, figures, and tables should be numbered and labeled clearly. The proposal should be organized as follows:

Section	Title
1	Executive Summary
2	Company Background
3	Application Software
4	Technical Requirements
5	Vendor Hosted Option
6	Implementation Plan
7	Staffing Plan
8	Ongoing Support Services
9	Functional System Requirements
10	Account Listings
11	Accounts Lost
12	Client References
13	License and Maintenance Agreements
14	Exceptions and Deviations
15	Other Required Forms and Attachments
16	Additional Materials
17	Cost Proposal
18	Addenda

Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

## 2.1 Cover Page

Each proposal must have the El Paso County Signature Page as the cover page.

## 2.2 Letter of Transmittal

A Letter of Transmittal must accompany each proposal and must be signed by the individual authorized to bind the company in any contract with the County.

The Letter of Transmittal must:

- Identify the applicant organization and contact person;
- Identify the name and title of the person authorized by the organization to contractually obligate the organization;
- Identify the legal status of the submitting organization (proprietorship, corporation, non/for-profit, etc.).
- Identify the name, title, telephone and fax number of the person to be contacted for clarification;
- How long has the company been in business of selling recreation management software?
- Is the company licensed to sell or service their products in Texas?
- Explicitly indicate acceptance of all requirements of the RFP;
  - brief narrative not to exceed two (2) pages describing the proposed solution.
  - be signed by the person authorized to contractually obligate the organization;
  - acknowledge receipt of any and all amendments to this RFP;
  - must be on official business letterhead.

## 2.3 Company Background

Vendors must provide information about their company so that the County can evaluate the Vendor's stability and ability to support the commitments set forth in response to the RFP. Information that Vendors should provide in this section are as follows:

1. The company's background including a brief description (e.g., past history, present status, future plans, company size, etc.) and organization charts.
2. If the Vendor is proposing to use subcontractors on this project, please provide background information on each subcontractor, Vendor relationship with that firm and the specific services and/or products that the subcontractor will be providing on the project. A complete list of subcontractors is required. The County has the right to approve all sub-contractors of the Vendor at any time.

## 2.4 Application Software

As the County is contemplating a County-hosted versus Vendor-hosted solution, aspects of the proposed solution should be clearly delineated where they vary between these two approaches in the sections below.

The Vendor is required to provide a general description of the application program product and how it will meet requirements of this RFP. This section must address, at a minimum, the following items:

1. Describe your overall proposed technology solution.
2. Describe the product direction for the company, including time frames.
3. Describe unique aspects of the Vendor's solution in the marketplace.
4. Describe components of the solution that are industry standards versus being proprietary to the Vendor.
5. For third party products proposed that are integrated with the Vendor's solution provide the following for each product:
  - a. Reason that this product is a third-party product versus being part of the software Vendor's solution,
  - b. Extent to which this third-party product is integrated with the Vendor's solution.

## **2.5 Technical Infrastructure**

As the County is contemplating a County-hosted versus Vendor-hosted solution, aspects of the proposed solution should be clearly delineated where they vary between these two (2) approaches in the sections below.

### **Hardware and Storage Environment**

- a. Describe the proposed computer hardware and storage environment to support the system. In the event that there are multiple computer systems available, list all options. Indicate which is the preferred hardware platform and why. List the conditions in which the preferred hardware platform would change. A hardware configuration which takes into account, application modules, database size, and anticipated growth, must be provided.
- b. Describe the number and type of: application servers, database server(s), and development and test environments. Describe your proposal's technical architecture (preferably using a PowerPoint or Visio diagram). This should show components such as the database server, applications server, reporting server, test/training server, firewall(s), web server(s), web browser, minimum workstation requirements, remote access, wireless connectivity, network connectivity to LANs and WAN, etc. Describe any potential use of virtual server technologies (e.g. Microsoft Virtual Server, VMware) and application accelerators and note what Vendors you partner with or recommend and/or support.
- c. Describe the solution's compatibility with the County's existing and planned virtual server and desktop technologies and note what vendors you partner with or recommend and/or support. Detail out any specific 3<sup>rd</sup> party software, workarounds, or known issues when using virtual desktops with your software. Additionally, specifically call out any workstation that will need to be a physical workstation and explain why.



- d. Describe your proposed information architecture/model (preferably using a PowerPoint or Visio diagram). This should depict data models, taxonomy, data elements, coding structures, a process for standardizing on a particular coding structure, data definitions (employees, Vendors, invoices, etc.)

## Hardware Peripherals

Describe the various types of hardware peripherals recommended to support the proposed solution.

## 2.6 Vendor Hosted Option

**Note: response to this section is only required if vendors are proposing a vendor-hosted solution. Vendors will not be penalized for lack of response to this section if a vendor-hosted solution is not proposed.**

1. Describe your **vendor hosted model**, including: hosting, integration, help desk, provisioning and desktop management capabilities, deployment model (dedicated servers, shared environment, etc.), impact to the County's network and bandwidth, and any partners that may be involved in service delivery.
2. Describe your proposed **service level agreement**, including any tiered levels of service, response times, and standard metrics.
3. Describe your **support model**, including: cost structure for support calls.
4. Describe your **data center and storage facilities**, including: locations, staffing, physical security, environmental controls (including redundant power), redundancy/load balancing capabilities, data backups and disaster recovery capabilities.
5. Describe your **logical security**, including: firewall security, authentication controls, and data encryption capabilities.
6. Describe your **change management**, upgrade, and patch management policies & Practices.
7. Describe your **systems administration/management** capabilities including: monitoring of performance measures, intrusion detection, and error resolution.
8. Describe how you will help the County move to a new operation at the **end of the contract** term or if the contract is terminated, including the process for notifying of termination.
9. Provide a copy of your most recent **SAS70 audit**.

## 2.7 Implementation Plan

The Vendor shall provide an implementation plan in narrative format supported by an activity-level project plan using Microsoft Project that details how the proposed solution is to be implemented. This implementation plan should include the following elements:

1. General Implementation Approach
2. Project Management Approach
3. Hardware, Software & Storage Design and Installation Consulting
4. Data Conversion Plan
5. Report Development
6. Integrations and Interfaces
7. Training
8. Change Management Approach
9. Testing
10. Operational Redesign Approach
11. System Documentation and Manuals
12. Disaster Recovery Plan
13. Knowledge Transfer

The Vendor should not be constrained to only include the above items in the Vendor's proposal response if the Vendor feels that additional elements may add value to the overall implementation. The County requests that the Vendor provide their work plan in a Microsoft Project format as part of the proposal response.

**It is expected that the Vendor will lead the efforts in each of the implementation areas described below unless stated otherwise.** Further details on what is to be provided as part of the Vendor's proposed implementation plan are included in the following subsections.

## 2.8 General Implementation Approach

Provide a general overview of the implementation approach you plan to use for the County that includes addressing the following items:

1. Describe how you transition from the sales cycle to the implementation phase of the project.
2. Describe key differentiators of the approach as it relates to implementing a solution on time, within budget and with the ability to meet the needs of a diverse client like the County.
3. Describe how you conclude on a preferred implementation phasing of software modules. What is your recommended approach for this implementation?
4. Describe your approach towards running parallel systems for a period of time. Any unique tools, techniques or methods that you use should be described in this section.

## **2.9 Project Management Approach**

The Vendor shall provide project management resources leading to the successful deployment of the system. This project manager will work as a team member with the County's project managers. It is expected that this project manager will be "on the ground" as appropriate to team with the County project managers. This project manager can be an employee of the Vendor or a partner of the Vendor. In either case, the costs for the project manager should be clearly denoted in the pricing section of this RFP.

Provide an overall description of the Vendor project management approach towards this type of engagement and projected timing for major phases.

Provide a high-level work plan for achieving the successful deployment of your proposed system.

## **2.10 Hardware, Software and Storage Design and Installation Consulting**

The County usually installs the required hardware and communications equipment for applications. We are open to other proposals to accomplish a successful deployment. The Vendor is expected to specify, furnish, deliver, install and support all application and system software that may include pre- installing or equipment staging.

## **2.11 Data Conversion Plan**

It is anticipated that data conversion will occur when migrating to the new application. The Vendor is expected to assist the County in the conversion of both electronic and manual data to the new system. It is expected that the County will be responsible for data extraction from current systems and data scrubbing and data pre-processing and that the Vendor will be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new parks and recreation system. Please provide pricing for data conversions on the Price Sheet.

1. Describe your general approach towards data conversion and how you would work with the County to conclude on what should be converted.
2. Please describe your organization's recommended approach toward retention of legacy data.

## **2.12 Report Development**

For specific reporting requirements, the Vendor shall take the lead on developing any reports required as part of the initial deployment of the system. The Vendor shall provide specialized knowledge and information to the County staff during the development of needed reports, via technical training on the tools used for report development, database schema and architecture, etc.

Provide information on your reporting approach including:

1. Description of various methods of reporting including Business Intelligence.
2. Methods for the County to identify, specify, and develop required custom County reports during the implementation.

## **2.13 Integrations and Interfaces**

It is expected that information generally would need to be entered only once into the system. Modules within the system should be integrated in real-time with each other such that batch processes are not required to transfer information from one area of the system to another unless that is the preference of the County. Existing County interfaces between core modules that may currently exist (e.g., AP posting to GL) or shadow systems that will likely be replaced are not included as they are assumed to be included in an integrated recreation management software.

1. Describe the extent to which the various modules are integrated together versus being purchased separately and interfaced
2. Describe your approach towards interfacing and integration with other solutions including use of specific tools, methods and standards.
3. Describe data exchange standards (e.g. XML, Web Services, or EDI) supported or provided by your product.
4. As it pertains to the County's current technical environment described previously, identify potential issues for integrating with specific technologies that are used within the County.
5. If local customizations are made, do you provide any tools or assistance to easily incorporate customizations into new version/releases of your software?
6. Have you ever interfaced with the parks and recreation system?
7. The Price Sheet contains a listing of current and/or desired County application interfaces and their likely need in a future integrated environment. Provide pricing for each interface listed.

## **2.14 Training**

The County anticipates a "train the trainer" approach where key County team leads will be trained through implementation on their modules and then they will train the remainder of the County staff in their respective areas based on the following assumptions:

1. There would be roughly 3-5 subject matter experts (SME's) for each module including one team lead. This training would be provided at a County facility.
2. Training materials supplied by the Vendor would be used by SME's and team leads for training their staff.
3. Web conference or remote online tutorial sessions would be available to SME and team lead staff to participate in after initial training was completed in their module.
4. Technical implementation training will include training only key IT staff (2-4) to support the new system.

The Vendor should provide an overall description of its training approach including the following:

1. General timeframes in which training will be conducted. Number of onsite hours to be provided.
2. The Vendor must list the nature, level, and amount of training to be provided for in each of the following areas:
  - a. Technical training (e.g., programming, operations, etc.)
  - b. User training
  - c. Other staff (e.g., executive level administrative staff)
3. The Vendor must describe opportunities for on-going training including both remote and on- site as well as any related costs.

## **2.15 Change Management Approach**

The County recognizes that a movement from the current environment to a new solution will present change management challenges. The Vendor should clearly identify their approach towards Change Management including any unique approaches or tools that will be used.

## **2.16 Testing**

The Vendor should describe their recommended approach to the following types of testing that are anticipated to be performed on the project and the type of assistance they anticipate providing to the County related to such testing:

- a. System testing
- b. Integration testing
- c. Stress/performance testing
- d. User acceptance testing (UAT)

## **2.17 Operational Redesign**

With the deployment of a new application, the County wishes to take advantage of capabilities within the software that provide support for operational improvements. Vendors are requested to describe their approach towards operational redesign including discussion on the optimal time in which to conduct redesign as it relates to implementation of the new software.

## **2.18 System Documentation and Manuals**

The Vendor shall provide user manuals and online help for use by the County as part of the initial training and on-going operational support. Additionally, the Vendor will provide technical documentation.

1. Describe what documentation (user guide, technical guide, training materials, etc.) is available on the system proposed and any related costs.
2. Describe what types of documentation you anticipate developing during the course of the project.

## **2.19 Disaster Recovery Plan**

Describe the services you provide around disaster recovery, if any, as part of your proposed solution.

## **2.20 Knowledge Transfer**

The Vendor should describe their process for ensuring that a transfer of knowledge occurs back to County staff such that staff is capable of supporting and maintaining the application in the most proficient manner once the Vendor implementation engagement is complete.

## **2.21 Staffing Plan**

1. The Vendor must detail the type and amount of implementation support to be provided (e.g., number of personnel, level of personnel, time commitment, etc.). Include resumes for all personnel that will be assigned to the project. If the Vendor is using a subcontractor, please include information on subcontracting staff being used and their specific role on the project.
2. Please provide an overall project organizational structure for County staff involvement during the project (for both a County-hosted and Vendor-hosted solution). Identify the roles and responsibilities of each component of this structure. This includes an appropriate governance structure in which to manage the project.

## **2.22 Ongoing Support Services (Section 8)**

1. Please specify the nature and conditions of any post-implementation support options including:
  - a. Post-go live support that is included in the proposal response
  - b. Onsite support (e.g. system tuning, application configuration, interface issues, report development, network optimization, user training and tips to optimize the user experience)
  - c. Telephone support
  - d. Help Desk services (If there is a service level agreement for your help desk, please provide a copy with your RFP response.)
  - e. Toll-free support line
  - f. Users group (i.e. - information about it, where it is held and when. If no, are you planning one?)
  - g. Online knowledgebase (i.e. – how it is accessed, who updates it, etc.)
2. Describe your maintenance programs and options with associated pricing.
3. Describe and provide pricing for any “software as a service” (SaaS) model that you offer (where there is no up-front license fee, but instead a monthly or transaction-based charge which may include maintenance).

## **2.23 Functional System Requirements**

Responses to the requirements must be provided in this section of the Vendor's response. Use the Microsoft Excel specification spreadsheet provided and attach added explanation pages as necessary. Please include any costs associated with modifications on the Price Sheet.

## **2.24 Account Listings**

The Vendor must provide a list for all accounts maintained for the last three (3) years. Provide agency name, address, contact name, phone number or email for each Account provided.

## **2.25 Accounts Lost**

The Vendor must provide a list for all accounts cancelled or not renewed in the last three (3) years. Provide agency name, address, contact name, phone number or email for each Account provided.

## **2.26 Client References**

The Vendor must provide at least three (3) references from clients that are similar in size and complexity to the County. In addition, the County requests a listing of all municipal clients. If possible, at least one of these references should be a Vendor-hosted solution (if proposed). Provide agency name, address, contact name, phone number or email for each reference provided.

## **2.27 License and Maintenance Agreements**

Sample license and maintenance agreements must be provided in this part of the Vendor's response for all components of the recommended solution (*i.e.*, hardware, software, operating system, database, etc.). Indicate the basis on how licenses are determined.

## **2.28 Exceptions and Deviations**

If the Vendor finds it impossible or impractical to adhere to any portion of these specifications and all attachments, it shall be so stated in its proposal, with all deviations grouped together in a separate section entitled, "exceptions/deviations from proposal requirements." This section will be all-inclusive and will contain a definition statement of each and every objection or deviation with adherence to specific RFP sections. Objections or deviations expressed only in other parts of the proposal, either directly or by implication, will not be accepted as deviations, and the Vendor in submitting a proposal, will accept this stipulation without recourse.

## **2.29 Other Required Forms and Attachments**

Please provide all other required forms in this section:

1. Proposal Signature Page
2. Certifications Regarding Lobbying, Debarment, Suspension and other Responsibility Matters, Drug-Free Workplace Requirements, Federal Debt Status, and Nondiscrimination Status and Implementing Regulations Form
3. Health Insurance Benefits Questionnaire

4. Conflict of Interest Questionnaire
5. Certificate of Interested Parties Form
6. Ethics Training Affidavit Form

### **2.30 Materials**

The vendor may include any additional materials or brochures regarding the proposed solution in this section.

Additionally, while the County is not requesting a golf tee time module through this specific request for proposals, vendors who provide this functionality are encouraged to provide high-level information regarding the proposed solution's ability to satisfy these functional areas within this section. The County is particularly interested in understanding the integration between a golf tee time module and other modules in scope (e.g. Customer Management, Payment Processing & POS, League Scheduling).

### **2.31 Cost Proposal**

Costs for the Vendor's proposed solution **must** be submitted on the proposal pricing forms.

Review the following requirements for submitting the cost proposal:

1. County will not consider time and materials pricing. Vendors shall provide firm and fixed pricing based on the functionality and services described. For each item, vendors must indicate if the cost is one-time or on-going.
2. All on-going or recurring costs must be provided in the pricing forms on an annual basis.
3. The County recognizes that vendors of recreation management software systems often base their pricing models for on-going costs on *transaction volumes* rather than a *fixed annual cost* for maintenance and support. Cost proposals based on fluctuating transaction volumes will not be acceptable.
4. In the event the product or service is provided at no additional cost, the item should be noted as "no charge" or words to that effect on the pricing form. Software, hardware, or services with no line item cost or comment indicating the item is provided at no additional cost will be assumed to be "No Response." If an item has a one-time cost, but no on-going cost (or vice versa), vendors must clearly indicate this on the pricing form.
5. Vendors may submit multiple versions of the pricing forms to reflect multiple proposal options.
  - (e.g. county-hosted vs. vendor hosted). The pricing forms should be clearly named to distinguish each option.
6. Vendors shall provide price information for each separate component of the proposed solution, as well as the costs of any modifications necessary to fully comply with the RFP specifications.



7. Vendors shall provide prices in U.S. dollars.
8. Vendors shall make clear the rationale and basis of calculation for all fees.
9. The County expects to procure backend server infrastructure independently; however, vendors are encouraged to propose recommended peripheral hardware.

In presenting software license fees, the Vendor shall:

1. Explain all factors that could affect licensing fees;
2. Make clear what type of license is offered for each price (named user, concurrent user, installed copies, processor-based, transaction-based, etc.);
3. Indicate which product versions, operating platform(s), and machine classes are included for each price;
4. Indicate whether a product is for “server” or “client,” as applicable; and,
5. Make clear the extent of any implementation services that are included in the license fees (installation, configuration, training, etc.) versus those that are proposed separately.

To the extent possible, Vendors shall show any applicable discounts separately from the prices for products and services.

The County prefers that Vendors provide separate prices for each item in the proposed solution. However, Vendors are also encouraged to present alternatives to itemized costs and discounts, such as bundled pricing, if such pricing would be advantageous to the County.

The County is expecting to evaluate long-term on-going costs over a five (5) year period. Vendors must clearly describe any anticipated changes in on-going costs during the next five (5) years in their cost proposal.

### 2.32 Overall Evaluation Process

Responses to this RFP will be evaluated by an Evaluation Committee consisting of various stakeholders within the County. The County's intent is to acquire the solution or solutions that provide the best value to the County and meets or exceeds both the functional and technical requirements identified in this RFP.

The County will use the following process to reach a finalist Vendor decision:

As part of the Vendor's RFP response, the following minimal criteria must be met for a proposal to be considered for further evaluation. Failure to meet all of these criteria will automatically the Vendor's response from further consideration:

<b>Response Completeness</b>	40%
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(Vendor complied with all instructions in the RFP and provided a response to all items requested with sufficient detail that provides for the proposal to be properly evaluated. Response Completeness will include all required forms. Vendors who do not submit sufficient information to have their proposal evaluated as stated herein may have their proposal rejected as non-responsive.)

<b>Relevance of Solution</b>	40%
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(Minimum of three (3) current installations of their software at government agencies of similar size and complexity of El Paso County with a minimum of one (1) installation for a local government agency within the State of Texas.)

<b>Pricing</b>	<u>20%</u>
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<b>TOTAL</b>	<b>100%</b>
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### 2.33 Addenda

Include all original, copies of addenda in this section.

## COMPANY BACKGROUND FORM

Vendor name: \_\_\_\_\_ Software brand name: \_\_\_\_\_

Software version proposed (years in production): \_\_\_\_\_

Is Vendor prime contractor: Yes  No

1.	What are the key differentiators of your company and its proposed solution?
2.	How do you guarantee the services provided by your company?
3.	What are your near-term and long-term goals, and the strategies to reach these goals?
4.	What is your niche in the marketplace and your preferred customer size?
5.	Please describe the level of research and development investment you make in your products (i.e. – annual budget, head count, etc.).
6.	Please describe your commitment to providing solutions for the parks and recreation marketplace.
7.	How many fully operational customer installations of the version proposed in this RFP, currently in production, has the Vendor completed?
8.	How many current system implementations of your solution are <b><i>in-process</i></b> within both the State of Texas and the southwest portion of the United States?
9.	Please state the year the Vendor started in the business of selling the proposed solution to local governments:
10.	Where is the Vendor's closest support facility/sales office to El Paso County?

11.	Where is the Vendor's company headquarters?	
12.	Please list the Vendor's sales figures for the previous three years:	
	<b>Year</b>	<b>Sales</b>
	2015	
	2014	
	2013	
13.	How many total employees does the Vendor have in each of the following categories:	
	<b>Area</b>	<b>Number</b>
	Sales/Marketing	
	Management/Administration	
	Help Desk Staff	
	Development Staff	
	Other	
	<b>Total:</b>	
14.	What is the Vendor's hourly rate for implementation assistance beyond that which is included in the Vendor response by skill set?	
	<b>Rates for Additional Implementation Assistance</b>	
	<b>Skill Set</b>	<b>Hourly Rate</b>
		\$ / hr.
		\$ / hr.
		\$ / hr.
15.	What would be the Vendor's preferred comparably sized, site visit location?	
	The County may request a site visit of a client currently using your software, please state the location of the proposed site closest to El Paso, Texas.	

## TECHNICAL REQUIREMENTS FORM

1.	Identify the communication protocols and networking requirements that are required for implementation and operation of the proposed system. In the event that there are multiple communication systems and/or protocols available, list all options. Take into account the County's current WAN and remote computing requirements and indicate what changes are required or recommended.
2.	What database are you proposing?
3.	Describe the system administration tools that are used to manage the application including any data archival tools, tools for managing application updates, online help management tools, etc.
4.	Describe what, if any, footprint (e.g. local software artifacts such as DLLs) exists on the user's desktop.
5.	Describe the minimum hardware, software, storage, memory, operating system and other requirements for desktop computers to access the application such that the County can utilize existing computers or the computers must be upgraded or replaced.
6.	Please describe the physical and technical environment for a user acceptance testing (UAT)?
7.	System response time must not impede the ability for departmental staff to perform their required job functions using the system. Will your system be available 99.5% of the time, except for planned downtime?
8.	Can you guarantee a 3-second maximum response time?
9.	What are your guarantees on system performance?
10.	Describe how your system interoperates with Active Directory.

11.	Describe the security audit capabilities of your proposed solution.
12.	What functions does your proposed system have to protect the privacy of information designated “private” (e.g. personally identifiable, SSN, credit card, ACH, HIPAA, etc.) that it processes or stores?
13.	What will you do to address vulnerabilities in your product discovered subsequent to us deploying your code? In what time interval will they be fixed (Critical & non-critical)? At what cost to the County?
14.	What is your process for notifying the customer and fixing bugs once they have been identified?

## VENDOR HOSTING FORM

1.	Will your company host the solution or will this be managed by a third party?
2.	Where are the data center and storage facilities?
3.	Will the vendor agree that all County data is owned by the County and will not be stored in a datacenter outside of United States borders throughout the term of the agreement?
4.	Please provide the total number of clients and corresponding number of end-users of hosted solutions currently supported by your proposed solution.
5.	Does the system interface support a browser interface with or without the help of additional components?
6.	How are hosted software applications deployed for use by numerous customers (dedicated servers for each hosted customer, or is a single set of applications utilized for all customers)?
7.	What system/application availability and response time will your proposed system meet? What are the County's responsibilities to ensure this level of performance?
8.	How do you track monthly usage for subscription-based services?
9.	How much notification will you give the County in advance of any scheduled downtime?
10.	Please describe the minimum commitment term (in years) for a vendor-hosted option and note the term assumed for determining the proposed costs.

### PROJECT MANAGEMENT APPROACH FORM

1.	How does the Vendor plan to manage the vast amount of material that is produced during the project (i.e., collaboration environment?)
2.	Provide specific information on project close-out activities to transition support to the County.

### REPORT DEVELOPMENT FORM

1.	What is the query tool and report writer that Vendor is proposing?
2.	What reports are available out of the box? Provide a list and samples at the end of this section.
3.	Describe your process for determining the scope of what reports will have to be developed (not out-of-the-box) and what effort it will take to develop and test them?
4.	It is expected that the system will provide the ability for end-user querying and reporting to be performed without impacting the performance of the transactional system. Does your proposal meet this expectation?

### FORM

1.	What is your recommended approach to training? Number of training hours?
2.	What types of training documentation will be developed by the Vendor?
3.	Describe the opportunities for ongoing training.
4.	Describe the Vendor's ability to provide online training material versus classroom training.



## STAFFING PLAN FORM

1.	Identify the degree and percentage of time to which Vendor staff will be onsite versus off-site during the project.				
2.	Use the table provided below to identify the number of County business staff expected to be committed to the project implementation				
	Initial identification of project roles has been provided but should be supplemented or revised by Vendors based on their experience in implementing their product in similar environments.				
	How many County employees should be dedicated to project implementation?				
	<b>Project Role</b>	<b>Project Responsibilities</b>			<b>FTE</b>
	Executive Sponsor(s)				
	Project Manager				
	Project Administrator				
	Functional Process Owners				
	Functional Process Team Participants (per member involvement)				
3.	Use the table below to identify the number of technical resources expected to be committed to the project implementation. Initial identification of project roles has been provided but should be supplemented or revised by Vendors based on their experience in implementing their product in similar environments.				
	<b>Project Role</b>	<b># of FTEs</b>	<b>Skill Set Required</b>	<b>Training Required?</b>	<b>Training Provided?</b>
	Help Desk				
	Data Base Admin				
	Report Developer				
	Application Support				
	System Administrator				

## ONGOING SUPPORT SERVICES FORM

1.	Provide the minimum, maximum, and average response times (hours) provided as part of the basic support agreement and average response time for the past twelve (12) months.
2.	Provide Help Desk services for technical support and end users. Specify days and hours and any escalation options and procedures.
3.	Provide the following regarding the number of business staff the County should expect to be committed to providing on-going application support: <ul style="list-style-type: none"> <li>a. Role</li> <li>b. Responsibility</li> <li>c. Estimated time commitment in terms of FTE time</li> </ul>
4.	For ongoing IT staff resources, please provide the following information: <ul style="list-style-type: none"> <li>a. Type of positions required (e.g., help desk, trainer, DBA, report developer, application support, system administrator, security, administration, etc.)</li> <li>b. Number of FTEs within each position</li> <li>c. Skill sets required for each position</li> <li>d. Training required and whether Vendor provides this training</li> </ul>
5.	Describe the types of support needed to keep the product under current support and to keep the product enhanced.
6.	Do you need remote access to the server to support/maintain it? If yes, describe the method(s) and security used.
7.	Describe how your software will be licensed to the County (e.g. site license, named users, concurrent users, etc.)

8.	<p>It is anticipated that all system updates and release patches will be downloadable from the Vendor's web site. An accumulation patch process is desired. Provide information on how "server" and "client-side" software updates are received, processed and distributed to either the server and/or client environment, including but not limited to:</p> <ul style="list-style-type: none"> <li>a. Backward version compatibility and support of back versions,</li> <li>b. Timeframe/policy on moving to new versions,</li> <li>c. Automatic product upgrades or on demand,</li> <li>d. Ease of implementation for County staff versus need to contract for services.</li> </ul>
9.	<p>Describe the product release cycle including:</p> <ul style="list-style-type: none"> <li>a. Frequency of upgrades/enhancements or new versions (major and minor version releases)</li> <li>b. Contents of release,</li> <li>c. How long release takes to implement, and</li> <li>d. Use of release notes.</li> </ul>

**CLIENT REFERENCE FORM**  
**(Three (3) references are required, make copies of this form)**

Vendor name: \_\_\_\_\_ Customer name: \_\_\_\_\_

Customer contact: \_\_\_\_\_ Customer phone number: \_\_\_\_\_

Customer E-mail address \_\_\_\_\_

SYSTEM WHICH SOLUTION REPLACED

**PRICE SHEET**

**RFP # 16-009**

**RECREATION MANAGEMENT SOFTWARE FOR THE COUNTY OF EL PASO**

Name of Vendor \_\_\_\_\_

Proposal cost shall include, delivery, fees, and any other costs associated with the purchase and delivery of the software. (No sales or excise taxes will apply.) Vendor must check the Yes or No line below each item.

Description	Unit Cost
<b>Initial System Purchase or licensing, itemized by functional requirements</b>	\$
<b>Memberships</b>	\$
<b>League Scheduling</b>	\$
<b>Excursion and Event Management</b>	\$
<b>Point of Sale</b>	\$
<b>Customer Marketing &amp; Mailing Lists</b>	\$
<b>Payment Processing</b>	\$
<b>Standard and AD-Hoc Reporting</b>	\$
<b>PCI DSS Compliance</b>	\$
<b>Configuration and Customization</b>	\$
<b>Data Conversion</b>	\$
<b>Installation</b>	\$
<b>Training – Standard</b>	\$
<b>On-Site Training</b>	\$
<b>Hardware</b>	\$
<b>Annual Software Maintenance</b>	\$
<b>Per Transaction Fee</b>	\$
<b>Annual Fee</b>	\$

Total Cost Year 1 (to include initial, annual maintenance, etc.)	Amount:
Total Cost Year 2 (to include annual maintenance, etc.)	Amount:
Total Cost Year 3 (to include annual maintenance, etc.)	Amount:

List any Exceptions to the proposal specifications:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The undersigned certifies that the prices contained in this RFP have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any and all products, and services at the prices offered, and upon the conditions in the specifications of the Request for Proposals.

I hereby certify that the foregoing proposal has not been prepared in collusion with any other vendor or other person or persons engaged in the same line of business prior to the official opening of this proposal. Further, I certify that the vendor is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service proposal on, or to influence any person or persons to offer or not to offer thereon."

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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

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

### **1. PROPOSAL PACKAGE**

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

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

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

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

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

### **3. PROPOSER'S RESPONSIBILITY**

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

- Have been in business of providing services for a minimum of 1 years;
- Have adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Proposal;
- Have satisfactory record of performance;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.

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

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

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

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

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

### **6. SUBSTITUTES**

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

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

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

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

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

## **8. PRICING**

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

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

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

## **9. TAX EXEMPTION**

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

## **10. MODIFICATION OF PROPOSALS**

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



## 11. SIGNATURE OF PROPOSALS

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

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

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

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

**Proposals** will be made to the responsible proposer whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. The prices proposed will be considered firm and cannot be altered after the submission deadline. **The proposed cost to the County will be considered firm, unless the County invokes its right to request a best and final offer and cannot be altered after the submission deadline.**

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

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

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

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

## 13. PUBLIC INFORMATION ACT

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

**14. RESULTANT CONTRACT**

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

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

**15. ESTIMATED QUANTITIES**

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

**16. CONTRACTOR INVESTIGATION**

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

**17. NO COMMITMENT BY COUNTY**

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

**18. BEST AND FINAL OFFERS**

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

**19. SINGLE PROPOSAL RESPONSE**

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

**20. REJECTION/DISQUALIFICATION OF PROPOSALS**

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

- A. Failure to use the proposal form(s) furnished by the County, if applicable.
- B. Lack of signature by an authorized representative that can legally bind the company on the proposal form.
- C. Failure to properly complete the proposal.
- D. Proposals that do not meet the mandatory requirements.
- E. Evidence of collusion among proposers.

**21. CHANGES IN SPECIFICATIONS**

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

**22. PROPOSAL IDEAS AND CONCEPTS**

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

**23. BID/PROPOSAL DISCLOSURES**

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

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

**24. WITHDRAWAL OF PROPOSAL**

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

**25. INDEMNIFICATION**

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

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

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

## **26. PROOF OF INSURANCE**

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

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

GENERAL LIABILITY:

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

AUTOMOBILE:

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

WORKERS COMPENSATION:

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

CONSTRUCTION PROJECTS additional requirements:

Builders Risk Policy for total amount of completed project  
Bid Bond  
Performance & Payment Bond

PROFESSIONAL SERVICES additional requirements:

Limit of \$1,000,000 for E&O/Professional Insurance.

Successful proposer shall carry in full force Workers’ Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful proposer. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to the County. Insurance is to be placed with insurers having a Best rating of no less than A. The Proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

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

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

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

**27. MANDATORY DISCLOSURES:**

Texas law requires the following disclosures by vendors:

**Conflict of Interest Disclosure Reporting (required of all vendors responding to the bid/RFP/RFQ)**

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity make certain disclosures. In 2015, the Texas Legislature updated the law and the Texas Ethics Commission made corresponding changes to the Conflict of Interest Questionnaire (CIQ Form), in which the vendor must disclose any covered affiliation or business relationship with County personnel that might cause a conflict of interest with a local government entity. A list of County elected officials and employees that will award the bid and/or make recommendations for award are included in this bid. By law, a completed questionnaire must be filed with the County of El Paso County, Texas. If no conflict of interest exists, write "N/A" or "None" in Box 3 of the CIQ Form. For vendor's convenience, a blank CIQ Form is enclosed with this bid. Blank CIQ Forms may also be obtained by visiting the Purchasing Department website at: <http://epcounty.com/purchasing/bids/default.htm>

**Of Interested Parties (only required of vendors who are awarded the bid/RFP/RFQ)**

In 2015, the Texas Legislature added Section 2252.908 to Chapter 2252 of the Texas Government Code. Pursuant to Section 2252.908, for contracts entered into January 1, 2016 and after, the awarded vendor must submit to the County a completed "Certificate of Interested Parties" form, which will be included in the Commissioners Court agenda at the time the contract is approved and sent to the Texas Ethics Commission within 30 days thereafter. For Bidder's information and convenience, a blank Certificate of Interested Parties Form is enclosed with this bid. Blank Certificate of Interested Parties Forms may also be obtained by visiting the Purchasing Department website at: <http://epcounty.com/purchasing/bids/default.htm>.

**28. NON-COLLUSION AFFIDAVIT**

The contractor declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, of that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the proposal price of the contractor or any other bidder, or to fix any overhead, profit or cost element of the proposal price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

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

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

**29. SOVEREIGN IMMUNITY**

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

**30. MERGERS, ACQUISITIONS**

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

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

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

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

**31. DELAYS**

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

**32. ACCURACY OF DATA**

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

**33. SUBCONTRACTING/ASSIGNMENT**

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

**34. INDEPENDENT CONTRACTOR**

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

**35. MONITORING PERFORMANCE**

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

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

**36. PROCUREMENT ETHICS**

**CODE OF ETHICS TRAINING AFFIDAVIT FORM**

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

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

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

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

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

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



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

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

Instructions for the certifications:

#### General Requirements

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

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

#### 1. LOBBYING

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in

connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

## 2. DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

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

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

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency

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

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

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

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

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

# HEALTH INSURANCE BENEFITS QUESTIONNAIRE

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

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

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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 subcontractor's employees are currently enrolled in the health insurance benefits program?

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\* This page must be included in all responses.



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

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RE: RFP # 16-009, Recreation Management Software Application for the County of El Paso

Dear Vendor:

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

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

County Officers: County Judge Veronica Escobar  
Commissioner Carlos Leon  
Commissioner David Stout  
Commissioner Vicente M. Perez  
Commissioner Andrew Haggerty

County Employees: Kennie Downing, Purchasing Agent  
Jose Lopez, Jr., Assistant Purchasing Agent  
Peter Gutierrez, Buyer II  
Elvia Contreras, Formal Bid Buyer  
Blanca Carbajal, Inventory Bid Technician  
Lucy Balderama, Inventory Bid Technician  
Edward Dion, County Auditor  
Wallace Hardgrove, Budget & Financial Manager  
Josie Brostrom, Assistant County Attorney  
Michael Martinez, Administration  
Lorena Rodriguez, Analyst  
Eric L. Storrie, Director of Parks and Special Events  
Rene Camarillo, IT Project Manager, Sr.  
Esteban Fernandez, Business Application Project Administrator  
Michael Smith, Golf Professional  
Claudio Fernandez, League Coordinator  
Lupe Leyva, Administrative Services Manager

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p><b>OFFICE USE ONLY</b></p> <hr/> <p>Date Received</p>
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	
<p><b>2</b> <input type="checkbox"/> 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p><b>7</b></p> <p style="text-align: center;">_____ Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;">_____ Date</p>	

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

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(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	<b>OFFICE USE ONLY</b>
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 **AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**



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

**RFP # 16-009**

**Recreation Management Software Application for the County of El Paso**

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**THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE**

\_\_\_\_\_ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Thursday, March 10, 2016. Did you visit our website ([www.epcounty.com](http://www.epcounty.com)) for any addendums?

\_\_\_\_\_ Did you sign the Proposal Signature Page?

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

\_\_\_\_\_ If seeking preference, did you sign the “Health Insurance Benefits Questionnaire”?

\_\_\_\_\_ Did you sign and complete the required “Conflict of Interest Questionnaire”?

\_\_\_\_\_ Did you sign and complete the required “Certificate of Interested Parties Form”?

\_\_\_\_\_ Did you complete and sign the required “Ethics Training Affidavit Form”?

\_\_\_\_\_ Did you provide one original and four (4) electronic versions of the complete proposal (CD/DVD/Flashdrive) in Word/PDF Format? Electronic copies must reflect original hard copy.