



**COUNTY OF EL PASO**  
800 East 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 Information will be received at the County Purchasing Department, 800 E. Overland, Suite 300, El Paso, Texas 79901 before 2:00 p.m., **Monday, November 4, 2013** to be opened at the County Purchasing Office the same date for **Upgrade the Current Recreation Management Software for the County of El Paso.**

**Request for Information must be in a sealed envelope and marked:  
Upgrade the Current Recreation Management  
Software for the County of El Paso.  
“RFI to be opened Monday, November 4, 2013  
RFI #13-061”**

**Do not contact the requesting department. Any questions or additional information required by interested vendors must be emailed to: [bidquestions@epcounty.com](mailto:bidquestions@epcounty.com) before Monday, October 21, 2013, at 12:00 p.m. RFI number and title must be on the “Subject Line” of the email. 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.

In order to remain active on the El Paso County Vendor list, each vendor receiving this request for information must respond in some form. Vendors submitting requests for information must meet or exceed all requirements herein. Vendors not responding to the request must submit their reason in writing to the El Paso County Purchasing Department.

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

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

# SIGNATURE PAGE

**Description – RFI #13-061**  
**Upgrade the Current Recreation Management**  
**Software for the County of El Paso**  
Vendor must meet or exceed specifications

**Please submit one (1) original copy and four (4) CD copies in Word/PDF Format of your information.**

\_\_\_\_\_  
Company

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

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

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

\_\_\_\_\_  
DUNS Number

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

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

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

**\*\*THIS MUST BE THE FIRST PAGE ON RFI RESPONSE\*\***

**Upgrade the Current Recreation  
Management Software for the  
County of El Paso  
RFI# 13-061**



**Opening Date  
Monday, November 4, 2013**

## **1. Purpose**

The County of El Paso (the County) is issuing a RFI for potential solutions to upgrade our current Recreation Management Software System. Responses to this request will be utilized to identify requirements for the Recreation Management Software System. Responses will also be evaluated for technical, functional, and procedural innovations. The County Auditor, Information Technology (ITD), and Public Works Departments will review the responses to determine the County's present and future functional needs.

The County of El Paso is requesting information on a Windows based client/server application to enhance our Recreation Management Software processes. The preferred solution should utilize integration via a single application architecture design to ensure efficient use of system resources and ease-of-use.

RFI responses must encompass a complete solution to the County's needs. Seamless integration and one-time entry solutions are preferred. Vendors should provide enough information about their Recreation Management Software System to allow the County to judge its functionality and suitability. This may include flowchart overviews, data element lists, on-line screen samples, and report samples. Two or more different vendors may provide a joint response as long as the proposed systems have complete integration and meet the County's product use requirements.

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 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 restaurant and maintenance facilities. The recently refreshed facility attracts tournaments and its utilization will increase with new amenities.

This RFI is issued as a means of technical discovery and information gathering. This RFI is for planning purposes only and should not be considered as a solicitation for products or services. This RFI should not be considered as an obligation on the part of the County to make any purchase. This RFI should not be considered as a means to pre-qualify vendors.

## **2. Background Information**

The County is currently using RecWare Safari, Version 4.3.11. Client access is via Windows XP based personal computers. Client 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.

### 3. Functional Requirements

Included are some required features and functions:

- a. Facility/Field Rental and Reservations
- b. Membership
- c. League Scheduling
- d. Excursion and Event Management
- e. Point of Sale
- f. Customer Marketing
- g. Payment Processing
- h. Standard and Ad-Hoc reporting
- i. PCI DSS compliance

### 4. Response Format

- a. **Cover Letter:** Include a Letter of Transmittal that bears the signature of the representative. This letter should include the name of the vendor submitting the response, primary contact name, address, company telephone number, and e-mail .
- b. **Company History and Vision:** Describe your firm, its background and the broad range of services you offer to governmental organizations.
- c. **Statement of Qualifications:** Provide a statement of qualifications to demonstrate that you are capable of performing the functional, hardware, and software requirements.
- d. **Hardware and Database Considerations:** Provide the hardware platform or database to run the recreation management software.
- e. **Training & Support:** Provide information on the following:
  - (1) What level of training is provided?
  - (2) What documentation is provided?



- (3) Describe your software maintenance plan.
- (4) Describe your support policy.
- (5) What are service request response times?
- (6) What are escalation policies and practices?
- (7) Where is your support services located?
- (8) What are the hours of operation of support services?
- (9) Does support include software updates?
- (10) How often are major software upgrades available?
- (11) How are software and database updates implemented?

f. **Customer Service and Project Administration:** Provide an overview of your organization's customer service and project management approach.

g. **References:** Provide a list of three (3) key references where you have installed the proposed software for an organization similar to the County of El Paso (preferable a governmental agency). Include site name, address, contact person, email address, and phone number.

h. **Cost Estimates:** It is understood that only high-level estimates can be provided until detailed information regarding requirements and other user needs is provided. Cost estimates will be treated as such and will not be considered binding. Binding cost proposals will only be requested through a formal request for proposal. The estimated cost should include, but is not limited to, the following:

- (1) Initial system purchase or licensing, itemized by functional requirements
- (2) Configuration and customization
- (3) Data conversion
- (4) Installation
- (5) Training
- (6) Hardware
- (7) Annual software maintenance

Interested vendors must submit their hard copy response to this Request for Information no later than November 4, 2013 at 2:00 p.m. and must be addressed to Kennie Downing, Purchasing Agent, El Paso County Purchasing Department, 800 East Overland, Suite 300, El Paso, Texas, 79901. All questions must be submitted in written form by e-mail to Lucy Balderama, (BidQuestions@epcounty.com deadline for questions are on October 21, 2013 at 12:00 noon.

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

### **1. INFORMATION PACKAGE**

- a. The information, general and special provisions, drawings, specifications/line item details, contract documents and the information sheet are all considered part of the RFI package. RFI must be submitted on the forms provided by the County, including the RFI sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the RFI sheet/contract page (s) may disqualify the RFI from being considered by Commissioners' Court. Any individual signing on behalf of the RFI expressly affirms that he or she is duly authorized to tender this information and to sign the RFI sheet/contract under the terms and conditions in this RFI. Vendor 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 bid. 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 Vendor is required to thoroughly review this entire bid packet to familiarize themselves with the bid procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful Vendor will execute with the County.
- b. **RFI must be in the Purchasing Department BEFORE the hour and date specified. Faxed or e-mailed bids will not be accepted. Late RFI's will not be considered under any circumstances.**
- c. Any information sent via express mail or overnight delivery must have the RFI number and title clearly marked on the outside of the envelope or package. Failure to clearly identify your information may be cause for disqualification.

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

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

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

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

### **3. VENDOR'S RESPONSIBILITY**

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

- Have been in business of providing services for a minimum of 5 years;
- Have adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this bid;
- 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 RFI**

The County, acting through its Commissioners' Court reserves the right to: (1) reject any and all RFI's and waive any informality in the information received; (2) disregard the information of any vendor determined to be not responsible. The County further reserves the right to reject any RFI 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 vendor to review the entire invitation to RFI 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 bid procedures must be received in the Purchasing Department no less than seventy-two hours prior to the time set for RFI 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 Vendor 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 RFI**

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

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

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

**8. 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.

**9. MODIFICATION OF RFI**

A vendor may modify an RFI by letter at any time prior to the submission deadline for receipt of information. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by vendor guaranteeing authenticity. RFI 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.

**10. SIGNATURE OF RFI**

Each RFI shall give the complete mailing address of the Vendor 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 RFI shall include the Vendor's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and RFI response sheet will disqualify the vendor from being considered by the County. The person signing on behalf of the Vendor expressly affirms that the person is duly authorized to render the RFI and to sign the RFI sheets and contract under the terms and conditions of this RFI and to bind the Vendor 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.

**11. 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. Vendor 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 Vendor has marked as confidential, proprietary, and/or trade secret.

**12. ESTIMATED QUANTITIES**

Any reference to quantities shown in the RFI 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.

**13. CONTRACTOR INVESTIGATION**

Before submitting a RFI, 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 bid submission, failure to have made such investigations and examinations will in no way relive 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.

**14. NO COMMITMENT BY COUNTY**

This RFI 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 RFI, or to procure or contract for services or supplies.

**15. REJECTION/DISQUALIFICATION OF RFIS**

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

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

**16. CHANGES IN SPECIFICATIONS**

If it becomes necessary to revise any part of this vendor, 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 the Vendor's responsibility to check the website prior to the RFI opening date to verify whether any addendums have been posted.

**17. RFI IDEAS AND CONCEPTS**

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

**18. WITHDRAWAL OF RFI**

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

**19. 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 Vendor 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.

**20. PROOF OF INSURANCE**

Successful Vendor 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.

CERTIFICATE OF LIABILITY INSURANCE

In the remarks section should include job description or project name and/or number.

Successful vendor 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 vendor. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful vendor to the County.

Insurance is to be placed with insurers having a best rating of no less than A. The Vendor 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 Vendor 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 Vendor 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. Vendor 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 Vendor.

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

**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.**

**21. CONFLICT OF INTEREST DISCLOSURE REPORTING**

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

**22. NON-COLLUSION AFFIDAVIT**

The contractor declares, by signing and submitting a RFI, that the RFI is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid 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 information, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham information, 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 RFI price of the contractor of any other vendor, or to fix any overhead, profit or cost element of the RFI 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 RFI are true; and further, that the contractor has not, directly or indirectly, submitted his or her RFI 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 information.

No 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 RFI.

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.

**23. 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.

**24. MERGERS, ACQUISITIONS**

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

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

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

Moreover, Vendor is required to provide the County with notice of any anticipated merger or acquisition as soon as vendor has actual knowledge of the anticipated merger or acquisition. The new Vendor'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.

**25. 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. Vendor 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 Vendor attributed to these delays, should any occur. In addition, Vendor 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.

**26. ACCURACY OF DATA**

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

**27. SUBCONTRACTING/ASSIGNMENT**

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

**28. INDEPENDENT CONTRACTOR**

Vendor 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 Vendor or its subcontractors perform in providing the requirements stated in the RFI.

**29. MONITORING PERFORMANCE**

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

**The County of El Paso is an Equal Opportunity Employer.**

**30. 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 RFI packet. **This training must be completed prior to submitting a RFI or proposal, responding to a request for qualifications or proposals, or otherwise contracting with the County.** The training must be completed by an officer, principal, or other person with the authority to bind the vendor. The certification of completed training on the Ethics Code issued by the County Human Resources Department is valid for one (1) calendar year from the date of completion. A list of those Vendors with a current certification of completion and the corresponding date of expiration shall be maintained on the El Paso County website under the Purchasing Department's Current List of Vendors That Have Completed Ethics Training. This training requirement does not apply to emergency purchases.

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

**The required training may be accessed and completed at:**  
[http://www.epcounty.com/ethicscom/trainingvendor\\_files/frame.htm](http://www.epcounty.com/ethicscom/trainingvendor_files/frame.htm)

**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 and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

## 2. DRUG-FREE WORKPLACE

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

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

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

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

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

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

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

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

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

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

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

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

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

3. CERTIFICATION REGARDING FEDERAL DEBT STATUS (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 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.**

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Business Name

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Date

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Name of Authorized Representative

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Signature of Authorized Representative



**COUNTY OF EL PASO**  
County Purchasing Department  
800 E. Overland, Suite PU300  
El Paso, Texas 79901  
(915) 546-2048  
(915) 546-8180 Fax

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RE: RFI #13-061, Upgrade the Current Recreation Management Software 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 Sergio Lewis  
Commissioner Vicente Perez  
Commissioner – Patrick Abeln

County Employees: Kennie Downing, Purchasing Agent  
Jose Lopez, Jr., Assistant Purchasing Agent  
Peter Gutierrez, Buyer II  
Elvia Contreras, Formal Bid Buyer  
Araceli Hernandez, Inventory Bid Technician  
Lucy Balderama, Inventory Bid Technician  
Edward Dion, County Auditor  
Wallace Hardgrove, Budget & Financial Manager  
Lee Shapleigh, Assistant County Attorney  
Josie Brostrom, Assistant County Attorney  
Michael Martinez, Contract Admin.  
Luke Gilpin, Applications Manager  
Art Nevarez, Applications Assistant Manager  
Sal Rios, Software Specialist, Interm.  
Rosemary Neill, Director of Family & Community Services  
Edward Dion, County Auditor  
James O'Neal, Internal Audit Supervisor  
Teresa Molinar, Operations Manager  
Mayra Navarrete, Account Clerk  
Reynaldo Chavez, Assistant Director  
Esther Ramirez, Serior Clerk I  
Wallace Hardgrove, Budget & Finance Manager  
Rene Camarillo, IT Project Manager, Sr.

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

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

**RFI # 13-061**

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

**2**

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

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

**3**

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

\_\_\_\_\_  
Name of Officer

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

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

Yes       No

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

Yes       No

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

Yes       No

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

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 06/

**COUNTY OF EL PASO, TEXAS**

**Solicitation Check List**

**Upgrade the Current Recreation Management  
Software for the County of El Paso  
RFI #13-061**

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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., Monday, November 4, 2013. Did you visit our website ([www.epcounty.com](http://www.epcounty.com)) for any addendums?

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

\_\_\_\_\_ Did you provide one original and four (4) CD copies in Word/PDF Format of your response?