



COUNTY OF EL PASO
500 E. San Antonio, Suite PU500
El Paso, Texas 79901
(915) 546-2048 (915) 546-8180 Fax

Notice to Interested Parties

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 500 E. San Antonio, Suite 500, El Paso, Texas 79901 before 2:00 p.m., **Wednesday, March 5, 2008** to be opened at the County Purchasing Office the same date for **Heavy-Duty Natural Gas Vehicle Demonstration**.

Proposals must be in a sealed envelope and marked:
“Proposals to be opened **March 5, 2008**
Heavy-Duty Natural Gas Vehicle Demonstration
RFP Number 08-011”

Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Tuesday, February 26, 2008, at 12:00 p.m. Questions can be faxed to (915)-546-8180.

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

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

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

PITI VASQUEZ
County Purchasing Agent

PROPOSAL SCHEDULE

To: El Paso County, Texas

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

Please quote prices and discounts on the following items:

F. O. B. El Paso County

Description – RFP # 08-011 Heavy-Duty Natural Gas Vehicle Demonstration Vendor must meet or exceed specifications
TOTAL COST
\$
Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. Please submit one (1) original copy and five (5) copies of your bid.

Company

Address

Federal Tax Identification No.

City, State, Zip Code

CIQ Confirmation Number

CIQ Sent Date

Representative Name & Title

Telephone & Fax Number

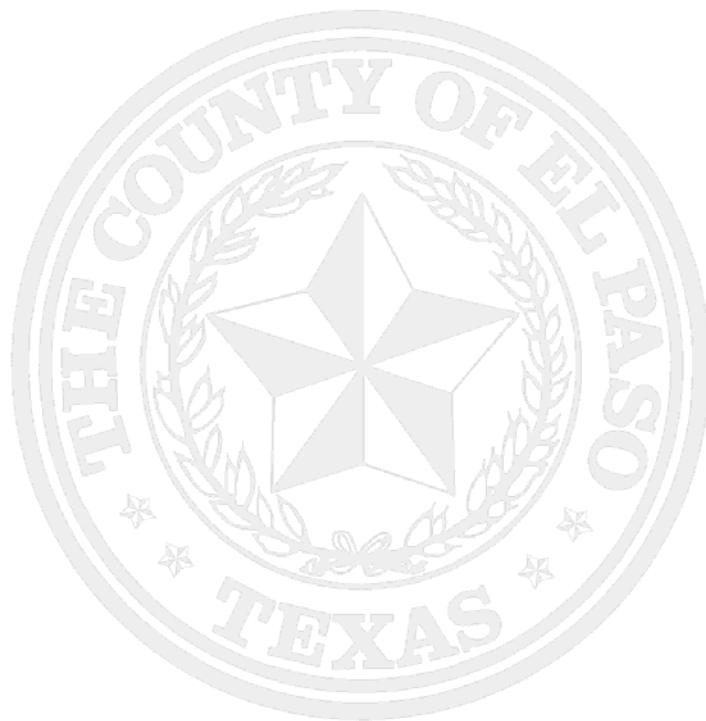
Signature

Date

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

Heavy-Duty Natural Gas Vehicle Demonstration

RFP #08-011



**Opening Date
Wednesday, March 5, 2008**

DRAFT

EL PASO COUNTY
REQUEST FOR PROPOSALS

RFP # 08-011

Implementation of a Heavy-Duty Natural Gas Vehicle
Demonstration at the
El Paso/Ciudad Juarez Border Crossing

PROJECT OBJECTIVE

To demonstrate the air quality benefits and economic viability of clean transportation technologies through the deployment of heavy-duty hybrid vehicles (natural gas/diesel) for use in the cross-border transportation industry. Implicit in this effort is coordination of essential supporting infrastructures related to vehicle deployment including but not limited to maintenance, fueling and the operational demonstration vehicles utilizing both technologies.

SCHEDULE OF EVENTS

The schedule set forth below represents the COUNTY's best estimate of the schedule that will be followed.

The approximate contract schedule is as follows:

Advertisement of Request for Proposals	February 10, 2008 February 17, 2008 February 24, 2008
Deadline for Request for Clarification	February 26, 2008
Due Date for Proposals	March 5, 2008

GENERAL INFORMATION

Examination of Proposal Documents

By submitting a proposal, the Proposer represents that they have thoroughly examined and become familiar with the work required under this Request for Proposals (RFP) and that they are capable of performing quality work to achieve the objectives of El Paso County Transit , hereinafter referred to as "EPCT."

Submission of Proposals

All proposals are to be submitted to the attention of Piti Vasquez, El Paso County Purchasing Agent, El Paso County Purchasing Department, 500 E. San Antonio, Suite 500, El Paso, Texas 79901.

All proposals must be received before 2:00 p.m. Mountain Time March 5, 2008. Proposals received after this time and date will not be accepted, and will be returned unopened to the Proposers.

The Proposer shall submit an original and 5 copies of its proposal in a sealed envelope plainly marked "Heavy-Duty Natural Gas Vehicle Demonstration, RFP # 08-011," with the name and address of the Proposer in the upper left hand corner.

Addenda and Clarifications

Requests for clarification or modification of this Request for Proposals (RFP) are to be submitted in writing. A Proposer may submit to the COUNTY requests for interpretations or clarifications to this RFP or any addendum thereto. Any such request must be received by the COUNTY, in writing, before 12:00 A.M., Mountain Time, February 26, 2008. All requests must be accompanied by all relevant information supporting the request for modification, interpretation, clarification, or amendment of this RFP. Proposers shall acknowledge receipt of addenda by written notice thereof to the COUNTY. Where such addenda require changes in the services, the final date set for proposal receipt may be postponed by such number of days as in the opinion of the COUNTY will enable prospective Proposers to revise proposals.

Designated Contact

The designated COUNTY representative for questions pertaining to this Request for Proposals is Piti Vasquez, El Paso County Purchasing Agent, El Paso County Purchasing Department, 500 E. San Antonio, El Paso, Texas 79901, 915-546-2048 or via Fax at 915- 546-8180. The deadline for submission of questions is February 26, 2008, before 12:00 A.M., Mountain Time.

Period of Performance

The term of this contract shall be from Notice to Proceed (April 21, 2008, is the estimated start date) through April 20, 2009. The COUNTY has the option to extend this Contract for one (1) year from its expiration date. In the event that the COUNTY does not intend to extend the contract, written notice shall be provided by the COUNTY to the Proposer at least thirty (30) calendar days prior to the contract expiration date.

Selection Criteria

El Paso County Transit Staff will be used to evaluate responses to the RFP based upon the following factors as presented in the Proposer's response to the RFP. These are listed in order of importance and a scoring factor has been provided for each category.

Past Performance/Experience in Natural Gas Vehicle Deployment (30%)

- Capability and qualifications of Proposer's previous work experience on similar projects.
- Capability and qualifications of key individuals assigned to the project including previous work on similar projects.
- Familiarity with commercially available heavy-duty natural gas vehicle technologies and fuel systems.
- Records of past performance including such things as quality of work, ability to meet deadlines/schedules, and control costs.

Vehicle Maintenance and Fueling Management (30%)

- Ability to identify/procure a reliable natural gas fuel supply for project vehicles. It is anticipated that approximately 60 diesel gallon equivalents of fuel per day will be required. Price of natural gas will be considered.
- Ability to provide a selection of vehicles, including manufacturer specific vehicles, within 90 days of execution of contract.
- Ability to provide maintenance and repair program for natural gas components on project vehicles.
- Ability to provide 8-12 hour on-site response for downed vehicles.

NGV Marketing/Project Promotions Plan (15%)

- Ability to present and implement a general plan for promoting the proliferation of heavy-duty natural gas vehicles in the cross-border transportation industry as well as for promoting and publicizing the project.

Advanced Vehicle Technology Deployment (10%)

- Ability of project vehicles to interface with existing or planned cross-border advanced technology initiatives through the deployment of Intelligent Transportation System technologies including, but not limited to the following: electronic vehicle tracking, real-time voice and/or data communication, and load/cargo security devices.

Quality of Proposal (10%)

- Quality of information submitted in the proposal based on the completeness, relevance, conciseness, organization of material submitted, and understanding of the project.

Project Reporting and Data Collection (5%)

- Ability to provide long-term (2-3 years following vehicle deployment) reporting on project vehicles to quantify fuel and maintenance savings, vehicle performance, driver/owner satisfaction with natural gas equipment and emissions reductions estimates.

Insurance

During the term of this contract, Proposer shall purchase and maintain any insurance required by this contract. Proposer shall furnish acceptable certificates of insurance to the COUNTY within ten (10) days after award of contract, and prior to commencement of any contract work. Proposer shall indemnify the COUNTY for any liability or damages that the COUNTY may incur due to Proposer's failure to purchase or maintain any required insurance.

Proposer shall be responsible for the payment of all premiums and deductibles.

Proposer shall maintain insurance of the types and in the amounts described below. An insurance company with the equivalent of an AM Best rating of A or higher must underwrite insurance coverages provided by the Proposer.

- Commercial General Liability Insurance – Proposer shall maintain commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence.
- Business Auto Insurance – Proposer shall maintain business auto liability and property damage insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of the use of any auto (including owned, hired, and non-owned autos).
 - Bodily injury: \$1,000,000.00 per occurrence, and
 - Property damage: \$100,000.00 per occurrence.
 - Proposer shall be solely responsible for damage to their own equipment.

- Worker's Compensation Insurance - The Proposer shall obtain and maintain for the duration of the contract, Worker's Compensation Insurance which is fully in compliance with all applicable laws of the State of Texas.

The Proposer may use self-insurance to satisfy the requirements of this Section with the prior written approval of the COUNTY.

Pre-Agreement Expenses

The COUNTY shall not be liable for any pre-agreement expenses incurred by Proposers in the preparation of their proposals. Proposers shall not include any such expenses as part of their proposals.

Exceptions and Deviations

Any exceptions to the requirements in this RFP must be included in the proposal submitted by the Proposer. Such exceptions must be segregated as a separate element of the proposal under the heading "Exceptions and Deviations."

Indemnification and Hold Harmless

The Proposer agrees to protect, defend, indemnify and hold the COUNTY officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities arising out of any and all claims, liens, demands, obligations, actions, proceedings or causes of action (hereinafter collectively "claims") arising directly out of the Agreement or the performance hereof by the Proposer. Without limiting the generality of the foregoing, any and all such claims, relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

The Proposer will not defend, protect, indemnify, or hold harmless the COUNTY its employees, officers, and COUNTY Commissioner's Court from any and all loss, damage, liability, attorney fees, cost or other expense caused by their sole negligence, willful misconduct or gross negligence.

Termination for Convenience

The performance of work under the Agreement may be terminated by the COUNTY or the Proposer in accordance with this Section, in whole, or, from time to time in part, whenever the COUNTY determines, upon recommendation of the EPCT Manager, that such termination is in the best interest of the COUNTY. Any such termination shall be effected by delivery to the Proposer, a notice of termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

Upon receipt of a notice of termination, and except as otherwise directed by the EPCT Manager, the Proposer shall:

- stop work under said Agreement on the date and to the extent specified in the notice of termination;
- place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under said contract as is not terminated;
- terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
- assign to the COUNTY, in the manner, at the times, and to the extent directed by the EPCT Manager, all of the right, title, and interest of the Proposer under the orders and subcontracts so terminated;
- settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the COUNTY, to the extent the EPCT Manager may require, which approval or ratification shall be final for all the purposes of this Section;
- transfer title to the COUNTY and deliver in the manner, at the times, and to the extent, if any, directed by the EPCT Manager, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of, the work terminated, and any information and other property which, if the Agreement had been completed, would have been required to be furnished to the COUNTY;
- complete any such part of the work as shall not have been terminated by the notice of termination; and
- take such action as may be necessary, or as the EPCT Manager may direct, for the protection and preservation of the property related to the Agreement which is in the possession of the Proposer and in which the COUNTY has or may acquire an interest. Payments by the COUNTY to the Proposer shall be made by the date of termination but not thereafter. Except as otherwise provided, settlement of claims by the Proposer under this termination Section shall be in accordance with the provisions set forth in 48 C.F.R. Part 49, as amended from time to time.

Termination by Mutual Agreement

The Agreement may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with a written agreement by the parties. Any other act of termination shall be in accordance with the termination for convenience or default provisions contained this Agreement.

Termination for Default

Subject to the provisions of this Section, the COUNTY may, by 10-day advance notice of default to the Proposer, terminate the whole or any part of the Agreement in any one of the following circumstances:

- if the Proposer fails to provide the services in the manner required by the Agreement or in accordance with the performance standards articulated herein;
- if the Proposer fails to perform any of the provisions of the Agreement in accordance with its terms; or
- if the Proposer fails to make progress in the prosecution of the work under the Agreement so as to endanger such performance.

In the event that the COUNTY terminates the Agreement in whole or in part as provided in Subsection (a) of this Section, the COUNTY may procure, upon such terms and in such manner as the EPCT Manager may deem appropriate, supplies or services similar to those so terminated. The Proposer shall be liable to the COUNTY for costs associated with the termination of the Agreement, the procurement of replacement services by the COUNTY, any excess costs of such similar supplies or services, and any increase in the total Agreement costs or the hourly rate as a result of the re-procurement of services from the date of termination to the expiration date of the original Agreement. The Proposer shall continue the performance of the Agreement to the extent not terminated under provisions of this Section.

Except as otherwise provided, settlement of claims by the Proposer under this termination Section shall be in accordance to the provisions set forth in 48 C.F.R. Part 49, as amended from time to time.

Cancellation of Agreement

In any of the following cases, the COUNTY shall have the right to cancel the Agreement without expense to the COUNTY if:

- The Proposer is guilty of misrepresentation;
- The Agreement is obtained by fraud, collusion, conspiracy, or other unlawful means; or
- The Agreement conflicts with any statutory or constitutional provision of the State of Texas or the United States. This Section shall not be construed to limit the COUNTY's right to terminate the Agreement for convenience or default.

Termination for Non-Appropriation

The entering into of the Agreement by the COUNTY is subject to its receipt of local and/or Federal funds adequate to carry out the provisions of the Agreement in full. The COUNTY considers the vehicles and services to be delivered by the Proposer under the terms and conditions of this Agreement to be essential to the proper, efficient, and economic purpose of the COUNTY. Accordingly, the COUNTY shall request the required appropriation from its governing board to make payments to the Proposer called for in, and during the term of this Agreement, for vehicles and services. In the event that no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period, for the payments by the COUNTY to the Proposer outlined in this Agreement, then this Agreement shall terminate on the last day of the fiscal period for which appropriations were made.

Agreement Award

Issuance of the RFP and receipt of proposals does not commit the COUNTY to award a contract. The COUNTY reserves the right to postpone opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the Proposer, to negotiate with more than one Proposer simultaneously, or to cancel all or part of this RFP. Should negotiations with the first Proposer be terminated, the COUNTY may negotiate with the next ranked Proposer.

Proposal Rejection

The COUNTY reserves the right to accept or reject any and all proposals submitted in response to this RFP, or refuse to enter into any contract resulting from any proposal submitted, without expense to the COUNTY.

Joint Offers

Where two or more Proposers desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The COUNTY will contract with a single firm and not contract with multiple firms doing business as a joint venture.

Restrictions on Lobbying and Contacts

No person or entity submitting in response to this RFP, nor any officer, employee, representative, agent, or Proposer representing such a person (or entity), shall contact through any means or engage in any discussion concerning the selection of a successful Proposer or award of the contract with any member of the governing body of the COUNTY or staff during the period beginning on the date of proposal submission deadline and ending on the date of selection of the Proposer. Such contact shall be grounds for disqualification of the Proposer.

During the period beginning on the date of the issuance of the RFP and ending on the date of selection of a Proposer, any contact with the COUNTY staff by a Proposer should be limited to

the written clarification and amendment process. Proposers are not precluded from raising questions or points of clarification verbally with the designated COUNTY representative, but any verbal responses received are not binding on the COUNTY and do not operate to clarify or amend the RFP. Any such clarification or amendment must be in writing and issued by the COUNTY. At no time may any Proposer have any communication with a member of the Evaluation Committee.

Compliance with Laws and Permits

The Proposer selected from the RFP, shall give all notices and comply with all existing and future Federal, State, and local laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the contract resulting from this RFP.

RFP Withdrawal

The COUNTY reserves the right to withdraw this RFP at any time without prior notice, and makes no representations that any contract will be awarded to any Proposer responding to this RFP. The COUNTY expressly reserves the right to postpone proposal opening for its own convenience, to waive any informality or irregularity in the proposals received, and to reject any and all proposals responding to this RFP without indicating any reasons for such rejection.

Force Majeure

The Proposer shall not be liable for any failure to perform if acceptable evidence has been submitted to the EPCT Manager that failure to perform the Agreement was due to causes beyond the control and without the fault or negligence of the Proposer. Example of such causes include acts of God, civil disturbances, fire, war, or floods, but does not include labor related incidents, such as strikes or work stoppages.

Conflict of Interest

No employee, officer or agent of the COUNTY shall participate in the selection, or in the award or administration, of the Agreement if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when one of the following has a financial or other interest in any firm proposing on or selected for the award:

- The employee, or an officer or agent of the employee;
- Any member of the employee's immediate family;
- The employee's business partner; or
- An organization which employs, or is about to employ, any of the above.

The COUNTY's officers, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Proposers, potential Proposers, subcontractors, or other parties to sub-agreements whereby the intent could reasonably be inferred as influencing the employee in the performance of his or her duties or was intended as a reward for any official act on his or her part.

SCOPE OF SERVICES

Summary

The Heavy-Duty Natural Gas Vehicle Demonstration Project was developed as part of a broader regional clean transportation technologies and air quality improvement initiative. Specifically, the project consists of the retrofit of three (3) heavy-duty vehicles involved in the cross-border transportation of goods manufactured/assembled in the maquiladora industry. Large, older trucks in this industry segment have been identified as major contributors to international pollution and more specifically, bridge pollution. Progress made in this industry segment will have substantial measurable improvements in regional and site-specific air quality.

While all commercially available natural gas heavy-duty engine technologies were examined, it was determined that “hybrid or dual-fuel” technologies - which allow project vehicles to operate on both natural gas and diesel fuel - provide the greatest opportunity for replicability within the cross-border transportation industry.

Hybrid or dual-fuel technologies proposed should address the following:

- Engine Maintenance - no replacement of the diesel engine required, only modest mechanic training needed
- Limited availability of natural gas refueling infrastructure and lack of a back-up natural gas facility (the subject vehicles should be capable of diesel operation upon natural gas depletion).
- Initial Capital Investment – a cost-effective mechanism of introducing natural gas engine/vehicle technologies into heavy-duty cross border vehicle fleets
- Replicability within the cross-border transportation industry related to both U.S. and Mexican-owned vehicles operating within that industry

Vehicle fleets selected for participation in the project should meet all, or most, of the following criteria:

- **Owned and operated by a United States owned company**
- Significant number of heavy-duty vehicles in fleet
- Visibility of fleet
- Potential for private-sector investment
- Short-haul (cross border) and/or long-haul (corridor development) operations
- Potential for significant natural gas fuel consumption and subsequent diesel fuel displacement.

Objectives

Objective 1: Fleet Identification/Recruitment of Project Partners

Objective 2: Coordinate Vehicle Deployment Logistics – Fueling, Maintenance, Service/Support, Etc.

Objective 3: Implement Alternative Fuel Vehicle Deployment/Data Collection

Objective 4: Monitor Vehicle Operations/Future Deployment

Objective 5: Data Compilation/Presentation of Findings/Reporting

PROPOSAL FORMAT

Instructions To Proposers

Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2” X 11” pages, neatly typed on one side only, with normal margins and spacing. All documents and information must be fully completed and signed as required. The document package copies should be individually bound. Proposals that do not include the required documents may be deemed non-responsive and may not be considered for contract award.

CONTENTS OF PROPOSAL:

Cover Page

A letter of transmittal signed by an authorized officer of the Proposer submitting the proposal containing the following:

- Identification of the offering firm, including name, address and telephone number of each firm;
- Proposed working relationship among offering firms, if applicable;
- Acknowledgement of receipt of RFP addenda, if any;
- name title, address and telephone number of contact person during period of proposal evaluation;
- a statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal; and
- signature of a person authorized to bind the offering firm to the terms of the proposal.

Table of Contents

The table of contents should outline in sequential order the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

Executive Summary

Provide a brief summary describing the Proposer's ability to perform the work requested in this RFP; a history of the Proposer's background and experience in providing similar services; the qualifications of the Proposer's personnel to be assigned to this project; the subcontractors or sub consultants and a brief history of their background and experience; and, any other information called for by this RFP which the Proposer deems relevant, including any exceptions to this RFP. This summary should be brief and concise to advise the reader of the basic services offered, experience and qualifications of the Proposer, staff, subcontractors or sub consultants and any other relevant information.

Technical Information

Describe Proposer's project plan, methodology and recommended solutions in performing the services described in the Scope of Services, and describe Proposer's specific policies, plans, procedures or techniques to be used in providing the services to be performed. The Proposer shall describe its approach to project organization and management, responsibilities of Proposer's management and staff personnel that will perform work on this project.

Identify if Proposer's proposed plan meets the requirements of the Scope of Services, will meet the requirements with modifications (explain how), or cannot provide the requirements.

COUNTY'S RESERVED RIGHTS

Award of this contract will be made to the Proposer who has been most responsible and responsive. The COUNTY reserves the right to award a contract based on the initial proposal. However, the COUNTY may request oral presentations with one or more of the Proposers if necessary. The contract award will be subject to final agreement on the Scope of Services (which the proposal may become), contract provisions, and availability of funds.

The COUNTY reserves the right to postpone the selection date, to reject any and all proposals, and to negotiate with one or more Proposers.

The COUNTY is not liable for any cost incurred in responding to this RFP, or any costs associated with clarification discussions relating to the RFP.

The COUNTY reserves the right to request additional information from any and all Proposers.

The COUNTY reserves the right to conduct a pre-award evaluation to insure the successful Proposer has adequate facilities, equipment, and staff.

COUNTY OF EL PASO, TEXAS

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

Instructions for the certifications:

General Requirements

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

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

1. LOBBYING

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

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

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

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

1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

(b) Have not within a three-year period preceding this application been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

2. DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 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

COUNTY OF EL PASO PURCHASING DEPARTMENT

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

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

PROPOSAL CONDITIONS

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

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

deliveries. The County Purchasing Agent will justify this.

13. Brand names are for descriptive purposes only, not restrictive (merchandise only).
14. The County of El Paso is an Equal Opportunity Employer.
15. Any proposal sent via express mail or overnight delivery service must have the RFP number and title clearly marked on the outside of the express mail or overnight delivery service envelope or package. Failure to clearly identify your proposal may be cause for disqualification.
16. PURSUANT TO TEXAS GOVERNMENT CODE SECTION 2253.021, A PRIME CONTRACTOR WHO IS AWARDED A PUBLIC WORKS CONSTRUCTION CONTRACT SHALL, PRIOR TO BEGINNING THE WORK, EXECUTE TO THE COUNTY:
 - 1) A PERFORMANCE BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$100,000; AND
 - 2) A PAYMENT BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$25,000.
17. PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 262.032(b), ANY SUCCESSFUL BIDDER WHO IS AWARDED ANY CONTRACT IN EXCESS OF \$50,000 MAY BE REQUIRED TO EXECUTE A PERFORMANCE BOND TO THE COUNTY. SAID BOND SHALL BE IN THE FULL AMOUNT OF THE CONTRACT AND MUST BE FURNISHED WITHIN 30 DAYS AFTER THE DATE A PURCHASE ORDER IS ISSUED OR THE CONTRACT IS SIGNED AND PRIOR TO COMMENCEMENT OF THE ACTUAL WORK. ANY PERFORMANCE BOND REQUIRED PURSUANT TO THIS SECTION SHALL BE NOTED IN THE ATTACHED DETAILED BID SPECIFICATIONS OR SCOPE OF WORK. THIS SECTION DOES NOT APPLY TO A PERFORMANCE BOND REQUIRED BY CHAPTER 2253, TEXAS GOVERNMENT CODE.
18. "Beginning January 1, 2006, in order to implement HB 914 (adding new Local Government Code Chapter 176), ALL VENDORS MUST SUBMIT A CONFLICT OF INTEREST QUESTIONNAIRE (Form CIQ) disclosing its affiliations and business relationships with the County's Officers (County Judge and Commissioners Court) as well as the County employees and contractors who make recommendations for the expenditure of County funds. The names of the County Officers and of the County employees and contractors making recommendations to the County Officers on this contract are listed in the Specifications.

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

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

NOTICE:

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

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

Health Insurance Benefits Provided By Bidder

Consideration of Health Insurance Benefits*

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

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

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

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

* This page must be included in all responses.



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

RE: RFP #08-011, Heavy-Duty Natural Gas Vehicle Demonstration

Dear Vendor:

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

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

County Officers: County Judge Anthony Cobos
Commissioner Luis C. Sariñana
Commissioner Veronica Escobar
Commissioner Miguel Teran
Commissioner Dan Haggerty

County Employees: Piti Vasquez, Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Peter Gutierrez, Buyer II
Linda Gonzalez, Inventory Bid Technician
Lucy Balderama, Inventory Bid Technician
Bob Geyer, Rural Transit Manager
Rosemary Neill, Director of Family and Community Services
Roger Williams, Planner for the El Paso Metropolitan Planning
Organization

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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.

4

Signature of person doing business with the governmental entity

Date

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) serves as an officer or director; or

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

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

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

(A) is a local government officer; and

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

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

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

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

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

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

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

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

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

§ 176.001. Definitions

In this chapter:

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

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

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

(4) "Local government officer" means:

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

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

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

COUNTY OF EL PASO, TEXAS

Check List

Heavy-Duty Natural Gas Vehicle Demonstration RFP #08-011

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Wednesday, March 5, 2008. Did you visit our website (www.epcounty.com) for any addendums?

_____ Did you sign the Bidding Schedule?

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

_____ Did you sign the "Consideration of Insurance Benefits" form?

_____ Did you file a copy of the completed Conflict of Interest Questionnaire (Form CIQ) with the El Paso County Clerk (in person or by mail to 500 E. San Antonio, Suite 105, El Paso, TX 79901 or by fax to 915-546-2012 attention Joann) and write the confirmation number given as proof of filing on your bidding schedule? Please include the completed and signed form with your response whether a relationship exists or not.

_____ If your bid totals more than \$100,000, did you include a bid bond?

_____ Did you provide one original and five (5) copies of your response?
