



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

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### **Notice to Interested Parties**

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 800 E. Overland, RM 300, El Paso, Texas 79901 before 2:00 p.m., **Wednesday, February 25, 2009** to be opened at the County Purchasing Office the same date for **(RFP) Management of Two (2) County Parking Facilities.**

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

**“Proposals to be opened **February 25, 2009**  
**(RFP) Management of Two (2)**  
**County Parking Facilities**  
**RFP Number 09-014”****

**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 17, 2009, 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

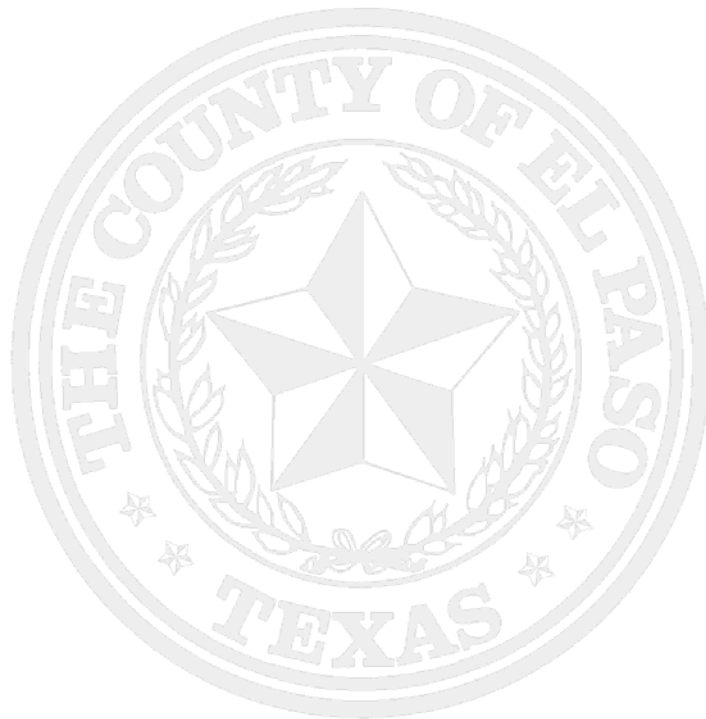
<b>Description – RFP # 09-014</b> <b>(RFP) Management of Two (2) County Parking Facilities</b> Vendor must meet or exceed specifications
Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. <b>Please submit one (1) original copy and two (2) copies of your bid.</b>

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\*\*\***

# **(RFP) Management of Two (2) County Parking Facilities**

**RFP #09-014**



**Opening Date  
Wednesday, February 25, 2009**



## **REQUEST FOR PROPOSALS**

### **Management of Two (2) County Parking Facilities**

#### **1. REQUEST FOR PROPOSALS**

The County of El Paso, Texas as owner of two parking facilities located in downtown El Paso, Texas hereby requests proposals from interested and qualified Parking Facility Operators (hereinafter called Proposer or Operator) desiring to operate two County parking facilities for a period of three (3) years with two one-year renewal options. The management services provided will be in accordance with specific provisions of a management agreement.

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for the Management of Two (2) County-owned Parking Facilities located in downtown El Paso, Texas. The County, as represented by its Purchasing Department, intends to use the results of this process to award a contract to one Proposer, therefore all proposals should be written to include services and management of both facilities jointly, regardless of their differing individual needs.

**Proposals MUST be submitted in the required format and sequential order as specified in this document.**

#### **2. PROPOSER QUALIFICATIONS**

**A. EXPERIENCE:** To be considered qualified, the Proposer must demonstrate at least five (5) years successful experience in the management and operation of at least two large public parking facilities that each include a minimum of 500 revenue-generating parking spaces with gross receipts over seven hundred thousand dollars (\$700,000.00) or more per year. The County of El Paso reserves the right to disqualify any Proposer who has had an agreement or contract cancelled, or legal action has been taken by a public agency for cause including failure to perform, non-compliance, or illegal activity.

**B. CONFLICT OF INTEREST:** The selected Proposer or related entity shall not engage in or in anyway be associated with the operation of an automobile parking facility or parking lot within a five block radius for which it has the authority to determine the fee for parking and from which it derives a fee based on a percentage of revenues of such facility during the term of this Agreement; unless such facility is operated in conjunction with a revenue plan for the County of El Paso and said plan is approved in advance by the County.

A related entity shall be defined as any person, corporation, or partnership that owns or operates any other parking facility or parking lot within a five block radius

if there is any common ownership of each entity or if the same individual is an officer in each entity or if an owner of any part of one entity is an officer in the other entity. An entity shall be a “related entity” to a person if that person owns any part of such entity or is an officer of such entity. The determination of a related entity shall be at the sole discretion of the County.

**3. BACKGROUND**

The County of El Paso owns two (2) separate parking facilities on a one block radius in downtown El Paso; the two facilities are connected by a “skywalk” and one garage is connected to the Courthouse by a “sky-walk”. Each facility accommodates approximately 800 parking spaces.

Parking Garage #1, located at 500 E. Overland, is a “manned” facility that primarily services the public, jurors, visitors, downtown employees who prefer to pay daily for their parking. The current operating hours are Monday through Friday 6:00am to 8:00pm and Saturday 7:00 A.M. to 7:00 P.M. There is an automatic Cashier machine that is owned by the current operator that allows Customers to exit the parking facility after hours by paying cash. **The Proposer will be required to install an equivalent Automated Cashier Machine that will remain the property of the Proposer at the termination of the management Agreement.**

Parking Garage #2 located at 201 S. Campbell is an “unmanned” facility that primarily services County employees, City employees, Police Department vehicles, and downtown business people who pay monthly in accordance with a Parking Agreement. The facility does not accommodate public parking and all parkers must enter and exit with an access card paid monthly.

#### **4. SUBMISSION OF PROPOSALS**

One original and two copies of each Proposal shall be submitted in response to this request on the forms provided herewith. Each proposal must be enclosed in a sealed envelope showing on the face thereof the name of the Proposer, addressed to the El Paso County Purchasing Department, 800 E. San Antonio, Suite 300, El Paso, Texas 79901 and clearly marked on the outside of the sealed proposal:

“Proposal for the Management of Two (2) County Parking Garage Facilities”

The County Purchasing Department must receive all proposals on or before the posted deadline.

#### **5. COMPLETING AND SIGNING PROPOSALS**

A. Each Proposer must complete, sign, and have notarized the Proposal Form where indicated. The Proposer's full business address shall be given. Proposals by partnerships shall be signed with the partnership's name by one of the General Partners. Proposals by corporations shall bear the proper corporate name and be followed by the signature and designation of the President, or other officer authorized to bind it in the matter and shall have the corporate seal affixed thereto.

B. The Proposer must include with the completed Proposal Form all supporting data requested on the Proposal Form. The Proposal Form must be submitted in the Tab order and sequence set forth in ¶22 of this document; failure to do so will result in the disqualification of the RFP.

C. By submission of the Proposal Form, the Proposer agrees to enter into an Agreement containing substantially the same terms set forth in this proposal.

#### **6. GENERAL PROVISIONS**

The County reserves the right to negotiate with the awarded Proposer reasonable fees for services unanticipated or not existing at the time of the award of the contract. The County may, at its option, contract for those services through an alternative process.

#### **7. SCOPE OF OPERATION**

A. The selected Proposer will be required to provide management services and

personnel necessary to efficiently operate two County parking facilities. Subject to the final Agreement, the selected shall be required to provide the following services: invoicing and collection of payment for services regarding transient and contracted parking, enforcing County parking and booting policies, and providing routine and emergency services.

- B. The selected Proposer shall be solely responsible for the cleaning, maintenance, and repair of the parking facilities and all of its equipment. The costs of cleaning, maintenance, and repairs, including the costs of personnel, equipment, parts, supplies, and repairs are considered operating expenses.
- C. The selected Proposer shall provide first response to any automation problems that occur with the parking automation equipment, the exchange of system components to include transports, controllers, parkers, printers, data caps, power pads, etc.
- D. The Proposer shall be responsible for assuring safe surface conditions in inclement weather including the sweeping of water puddle accumulation and using de-icing chemicals when necessary. The Proposer shall assure that walkways, entrances, exits, stairwells, etc. are free of debris and obstructions.

**8. FINANCIAL ACCOUNTING RESPONSIBILITIES**

The selected Proposer shall agree to the accounting procedures set forth by the County of El Paso Auditor's Office. In addition, Proposer is required to implement their company's established financial procedures and practices designed to provide a secure environment for handling cash receipts. Management practices of Proposer shall allow for effective use of personnel and resources. All reports required by and presented to the County shall be concise, complete, and accurate.

**9. FACILITIES, EQUIPMENT, AND TRAINING**

- A. The County of El Paso reserves the right to set parking rates, designate reserved parking areas, assign parking spaces, and establish policies.
- B. Proposer shall in its response, demonstrate familiarity in the operation of the following revenue-control equipment:
  - 1) Federal APD equipment i.e. gates, ticket spitters, and validators;
  - 2) Scan NT System including but not limited to software associated with the system, setup, maintenance, and reports;
  - 3) Magnetic stripe ticketing for transient parking, proximity cards, and power pads associated with validators, printers, and data caps associated with automatic credit card verification
- C. Proposer shall be responsible for training its personnel in the latest versions of the above equipment. The equipment is believed to be accurate as of the issuance of this RFP. If there is any question as to the accuracy of the installed equipment, it is the Proposer's responsibility to conduct its own field check and report any problems to the County.
- D. Proposer shall install an Automated Cashier in Parking Garage #1, within 60

days after the contract is executed, that is compatible with existing garage equipment to allow after-hours exit. The Automated Cashier will remain the property of the Proposer at the termination of the Agreement.

**10. EMPLOYEE HIRING REQUIREMENTS AND SPECIFICATIONS**

Proposer shall select honest, competent, and courteous personnel to be employed at the County Parking Facilities, and it shall be the duty of the selected Proposer to train, supervise, and maintain proper surveillance over all its employees to insure their integrity and maintain an honest and high standard of service to the public. Proposer shall follow its established company policy hiring process set forth in its Proposal and shall perform pre-employment screening including criminal background checks on newly hired employees. Results of background investigation for ALL persons employed during the contract shall be reported in writing to the Facilities Management Department within seven days upon start of employment.



## 11. SUMMARY OF CURRENT OPERATION SCHEDULE AND RATES

### Operating Hours

<b>Parking Garage #1</b>	Monday through Friday	6am to 8pm
	Saturday	7am to 7pm
	Sunday	Closed
	Automated Cashier Allows Exit 24/7	
<b>Parking Garage #2</b>	Sunday through Saturday	24/7 With Access Card

### Current Rates

<b>Parking Garage #1</b>	0 – ½ Hour	\$1.50
	½ - 1 Hour	\$1.75
	1 – 1 ½ Hour	\$2.75
	1 ½ + Hour	\$3.75

Judges park free of charge on 1<sup>st</sup> floor only.

Jurors receive free parking when answering jury summons only, usually limited to one day. Note: If a person is *selected* to serve on a jury, they are responsible for their parking fees the entire time they serve on jury duty.

Vehicles with Purple Heart or Congressional Medal of Honor license plates issued by a State agency receive free parking.

<b>Parking Garage #2</b>	Monthly	\$55
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### Current binding Inter-local Agreement with City of El Paso

2006	150 spaces at \$35/space/month credit
2007	150 spaces at \$35/space/month credit
2008	150 spaces at \$35/space/month credit
2009	Right to lease 100 spaces at \$35/space/month cost to the City and an option to be exercised by the City for an additional 50 spaces per month at the then current parking space lease price*.
2010	Right to lease 100 spaces at \$35/space/month cost to the City and an option to be exercised by the City for an additional 50 spaces per month at the then current parking space lease price**.

\*The City reserves the right to terminate the arrangement for parking spaces for the year 2009 or to exercise its option for an additional 50 spaces per month at the then current parking space lease price charged by the County in its parking facility in year 2009 by giving the County written notice by Dec. 1, 2008.

\*\*If the City exercises its option for parking spaces in the year 2009, the City reserves the right to terminate the arrangement for parking spaces for the year 2010 or to exercise its option for an additional 50 spaces per month at the then

current parking space lease price charged by the County in its parking facility in year 2010, by giving the County notice by Dec. 1, 2009.

## 12. SELECTION CRITERIA

The County of El Paso will select, award, and enter in to a contract with one firm to manage two County Parking Facilities based on the best overall response in the six criteria categories listed below. The County reserves the right to select the best overall proposal in accordance with Texas Local Government Code and the successful proposal may not necessarily be determined by the highest percentage of commission paid to the County. The firm selected must have a solid business background in the area of large parking facility management and propose a realistic percentage of commission that will enable the Proposer to operate and manage the County's two parking facilities in efficient and prosperous conditions.

- A. Commission Rate 0-20 Points  
Points will be assigned based on the most favorable commission proposed. The County will select the option that best represents a realistic commission or fee that will meet the requirements of the Agreement.
  
- B. Maintenance and Repair Schedule 0-20 Points  
Points will be assigned based on the Proposer's Maintenance and Repair Schedule in which they will maintain the two parking facilities in optimum condition. Particular weight will be given to detailed plans that cover the minimum requirements and planning for unforeseen problems and events.
  
- C. Cash Control and Management System 0-20 Points  
Points will be assigned based on the Proposer's submission of a comprehensive Cash Control and Management System of policies and procedures. The Proposer's financial condition, background, and history will taken equally in to account.
  
- D. Operating Plan 0-15 Points  
Points will be assigned based on the proposed Operating Plan and how well it takes in to consideration current needs of the parkers, and presents the ability to operate a profitable and efficient business.
  
- E. Experience and References 0-15 Points  
Points will be assigned based on the Proposer's successful experience in managing and operating public parking facilities over the past five years. Particular weight will be given to favorable references from other government entities. Experience, qualifications, credentials, and job descriptions of the proposed staffing will be taken in to consideration.
  
- F. Formal Proposal and Additional Factors 0-10 Points  
Points will be assigned to the completeness and quality of the proposal submitted by the Proposer. Additional factors will be taken in to consideration such as consultation services, buying power, and ownership of specialized parking equipment.

### **13. FACILITIES, EQUIPMENT, AND TRAINING**

The final executed Agreement will contain terms regarding laws and policies related to employment, environmental protections, procedures, and other relevant requirements.

### **14. INSURANCE AND INDEMNITY REQUIREMENTS**

The selected Proposer will, in its agreement with the County, be required to defend, pay on behalf of, indemnify, and hold harmless the County of El Paso, Texas, its elected and appointed officials, employees, volunteers, and others working on behalf of the County. The Proposer will also be required to obtain and maintain in continuous effect during the term of its Agreement with the County, and while any of its obligations under said Agreement remain unsatisfied, the insurance coverage set forth, with amounts, coverages, limits, exclusions, and endorsements therein provided.

- a. Commercial General Liability – Operator shall procure and maintain during the life of this Agreement, Commercial Liability coverage with a combined single limit of \$1,000,000.00 for bodily injury or property damage, to include not less than \$5,000.00 medical payments and excess liability coverage in the amount of \$1,500,000.00 under a commercial liability policy. The policy shall be endorsed to provide an Aggregate Per Location Endorsement. Any fellow employee exclusion shall be deleted as it applies to supervisory and managerial personnel.
- b. Workers Compensation – Statutory limits as per Texas law and Employer’s liability with a \$1,000,000.00 limit.
- c. Crime Policy – Operator shall procure and maintain during the life of this Agreement, Crime policy insurance to include Employee Dishonesty in the amount of ten thousand dollars (\$10,000.00) per occurrence.
- d. Cancellation or Material Change Notice: The insurance policies providing the coverages specified in A through C above shall include Owner’s Cancellation Notice Endorsement. A copy of the required endorsement is attached as part of Proposal Form Tab 9.
- e. Changes in Coverage Limits: If during the term of this Agreement, Owner determines that the limits of coverage are insufficient, Owner shall provide Operator with sixty (60) days written notice of any required changes. Operator shall submit to the Contract Administrator, within ten (10) days, new Certificate(s) of Insurance indicating that the required changes have been effected.

### **15. PERFORMANCE BOND**

The selected Proposer will be required to obtain and maintain a Performance Bond in the amount of one-hundred-thousand dollars (\$100,000.00) issued by a Texas Surety company and presented to the County within ten days upon the effective date of the Agreement.

### **16. PROPOSER TO PROVIDE EVIDENCE OF ABILITY TO OBTAIN INSURANCE AND/OR BOND**

The Proposer is required to provide evidence satisfactory to the County that it can obtain the required insurance coverages and bond as stipulated in Paragraph 14 and 15 of this RFP. For this purpose, each Proposer shall submit with its proposal the certification form in Proposal Form Tab #9 in which the Proposer’s insurance agent and/or bonding agent will be required to certify that the proposer has the *ability* to obtain the required

insurance coverages and bond. Failure to submit the required certification forms shall be grounds for rejection of the proposal.

**17. EXCLUSIVE AGREEMENT**

The Agreement that results from this Request for Proposals constitutes the exclusive Agreement between the parties and supersedes any previous representations, agreements, or contracts, either written or oral. Its terms and conditions may not be altered without prior written consent of both parties.

**18. QUESTIONS REGARDING THIS PROPSOAL**

Proposer shall submit questions regarding this RFP to the Purchasing Department in writing via fax, e-mail, or U.S. Mail in accordance with the instructions provided by the Purchasing Department indicated in this RFP. The Proposer is prohibited from contacting the Contract Administrator (Facilities Management Department) and any other County Department in relation to the preparation of this bid; the Proposer **MUST** request all information and records through the County Purchasing Department.

The Proposer may not submit questions beyond the scope of this RFP. Questions submitted must be directed towards the content of this RFP in a clear and concise question format. The Contract Administrator will not assume the Proposer's intent of the question and will only provide answers that directly respond to the Proposer's question in its literal form. The Contract Administrator reserves the right to not answer questions that are beyond the scope of this RFP, are too broad, or are non-specific; in that case the Contract Administrator will state their reason for not answering the question and the Proposer must submit a revision of their question to the Purchasing Department.

The Proposer shall refrain from making personal statements, comments, or expressing their personal opinions regarding this RFP, it's content, or process in asking their question.

**19. WALK-THROUGH**

Proposer may contact the County Purchasing Department at 546-2048 to make an appointment at least 24 hours in advance to tour the Parking Facilities Monday through Friday from 8:00am to 2:00pm. Access will not be provided without an appointment. **Under no circumstances may Proposer ask questions during the walk-through; if a Proposer violates this requirement at any time, the walk-through will be terminated immediately whether or not the tour is complete.** All questions must be submitted in writing to the County Purchasing Department in accordance with the procedures indicated in this instrument.

**20. PROPOSAL ACCEPTANCE**

Proposals that do not comply with instructions, format, sequence, or mandatory requirements contained in this RFP may be rejected by the County. The County retains the right to accept or reject any or all proposals. The County shall be the sole judge as to compliance as set forth in this RFP.

**21. PROPOSAL REVIEW**

Proposals will be reviewed by the County to verify that they meet all specified requirements in this RFP. This review may include contacting references furnished by the Proposer, verifying reports regarding the Proposer's financial stability; verifying information, facts or statements made by the Proposer, or discovered directly or

indirectly through the review process, that the County deems necessary, relevant, and appropriate to select the proposal that is in the best interest of the County.

**Proposers may not contact the County's reviewer(s) including the Contract Administrator and/or staff; any attempt to do so will result in immediate disqualification.**

Following evaluation of the proposals received in response to and in compliance with this RFP, the County may, or may not, select a Proposer with whom to attempt to negotiate a contract for products and/or services. Should negotiations fail, the County may, or may not, choose to negotiate with another compliant Proposer.

## **22. MANDATORY FORMAT AND SEQUENCE OF PROPOSAL**

Proposers **MUST** comply with the format requirements listed below in their entirety and in the order listed below. The Proposer **MUST** answer ALL questions in the attached Proposal Form and submit each questionnaire as the 1<sup>st</sup> page in the appropriate corresponding TAB Number. The Proposer may submit additional documents, information, and/or reports, as required, optional, or relevant in each section as appropriate.

:

<b>TAB 1</b>	<b>PROPOSED PERCENTAGE RATE OF COMMISSION</b>
<b>TAB 2</b>	<b>LEGAL IDENTIFICATION, QUALIFICATION, HISTORY, EXPERIENCE, AND REFERENCES</b>
<b>TAB 3</b>	<b>STATEMENT OF COMPANY'S FINANCIAL CONDITION</b>
<b>TAB 4</b>	<b>OPERATING PLAN</b>
<b>TAB 5</b>	<b>PROJECTED REVENUE AND EXPENSES</b>
<b>TAB 6</b>	<b>MARKETING PLAN</b>
<b>TAB 7</b>	<b>MAINTENANCE &amp; REPAIR SCHEDULE</b>
<b>TAB 8</b>	<b>SUPPORT SERVICES</b>
<b>TAB 9</b>	<b>INSURANCE AND BOND REQUIREMENTS</b>
<b>TAB 10</b>	<b>ACCOUNTING AND REPORTING PROCEDURES</b>
<b>TAB 11</b>	<b>COMPANY EMPLOYEE POLICY</b>

# **PROPOSAL FORM**

## **INSTRUCTIONS**

**All documents in the following Proposal Form must be submitted in the Tab Order and Attachment Sequence as specified. Corresponding information, reports, documents, etc. must be submitted behind the first page of each corresponding Proposal Form Tab Number in sequential order and as appropriate to the subject matter.**

**If a question does not apply, enter “N/A”, do not leave blank. If an entire section of questions do not apply, you may draw a heavy lined “X” through the section.**

**You may use additional sheets of paper to answer questions or provide additional information not specifically asked; however, you must write “See Attachment #\_\_\_” in the corresponding question’s answer line.**

**Failure to follow the Proposal Form Tab Format and Attachment Sequence requirements may result in the proposal being disqualified.**



# PROPOSAL FORM TAB #1

The Proposer shall submit a realistic percentage of commission that will be paid to the County in order to provide the management and operations they are proposing to offer in this RFP. Below is the actual revenue history from September 2007 through September 2008:

Month	Net Revenue
Sep-07	66,148.01
Oct-07	68,666.40
Nov-07	65,181.73
Dec-07	65,957.36
Jan-08	66,105.60
Feb-08	64,746.56
Mar-08	63,242.77
Apr-08	76,018.16
May-08	70,454.81
Jun-08	60,503.96
Jul-08	60,690.10
Aug-08	70,401.86
Sep-08	61,520.63
Total	\$859,637.95
Average	\$66,126.00

We will consider four options of commission/revenue that will be paid to the County. The Proposer must submit an answer for each option. If a proposer does not wish to submit a proposal for one or more of the options, they must enter "0" for their answer and they will be excluded from the RFP comparison evaluation for that option only.

Net revenue is defined as total net sales collected, after taxes.

**OPTION 1**

The Proposer shall pay a fixed commission of \_\_\_\_\_% of ALL net revenue to the County of El Paso.

**OPTION 2**

The Proposer shall pay the County a minimum of \$\_\_\_\_\_ or \_\_\_\_\_%, whichever is greater.

**OPTION 3**

The Proposer shall receive a fixed management fee of \$\_\_\_\_\_ to manage and operate both County Parking Facilities.

**OPTION 4**

The Proposer shall receive a minimum management fee of \$\_\_\_\_\_, plus \_\_\_\_\_% of gross net revenue over \$\_\_\_\_\_.

# PROPOSAL FORM TAB #2

## LEGAL IDENTIFICATION, QUALIFICATION, HISTORY & EXPERIENCE

The Proposer shall consist of a firm with strong credentials in the area of managing and operating large parking facilities of more than 500 spaces, and equipped with mechanically operated gates, rolling doors, ticket machines, proximity cards, computerized tracking software, lighting, etc.

### Definitions

**Parking Facility:** May be used interchangeably with Parking Garage. Structure or building for the purpose of providing a number of parking spaces to the public or business whereby the parking spaces are rented on a daily, weekly, or monthly basis. The parking structure or building may be manned or unmanned, but it must have mechanically operated equipment such as gates, ticket machines, rolling doors, and/or payment machines.

**Surface Parking Lot:** Area of land designated for the use of providing a number of parking spaces to the public or business whereby the parking spaces are rented on a daily, weekly, or monthly basis. The surface lot may be manned or unmanned.

**Contract:** Parking facility management contract whereby the Proposer is contracted by a government, organization, business, or public/private entity to manage the parking facility.

**Instructions:** Answer all questions below as they pertain solely to the Proposer's legal business name in which the Proposer will enter into an Agreement with the County as submitted in this RFP. If a Proposer owns more than one business, or has multiple "dba" fictitious names, they must exclude all information, regardless of positive or negative impact, pertaining to those other business(es).

1. Legal \_\_\_\_\_ name \_\_\_\_\_ of \_\_\_\_\_ business:

\_\_\_\_\_

2. Legal description of business *i.e. LLC, LLP, Incorporated, etc.*

\_\_\_\_\_

3. If the Proposer is an **individual**, complete and provide the following:

A. Proposer is an individual doing business under the name of \_\_\_\_\_ at \_\_\_\_\_ (address)

in the City of \_\_\_\_\_,  
County of \_\_\_\_\_,  
State of \_\_\_\_\_

- B. The following is a complete and accurate list of the names and addresses of all persons interested in this Proposal or who may represent the proponent regarding this proposal.

Name	Address
_____	_____
_____	_____
_____	_____

4. If the Proposer is **partnership**, complete and provide the following:

- A. The Proposer is a (specify: general or limited) partnership, doing business under the name of \_\_\_\_\_ at \_\_\_\_\_ (address) in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_.

- B. The partnership was formed on \_\_\_\_\_, (date) and the Partnership Agreement is recorded in the County of \_\_\_\_\_ in the state of \_\_\_\_\_.

- C. The following is a complete and accurate list of the names and addresses of all persons interested in this Proposal or who may represent the proponent regarding this proposal:

Name	Address
_____	_____
_____	_____
_____	_____

5. If the Proposer is a **corporation**, complete and provide the following:

- A. The Proposer is a corporation organized on \_\_\_\_\_, (date) existing under the laws of the State of \_\_\_\_\_, with principal offices located at \_\_\_\_\_ (address) In the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_.

- B. The following is a complete and accurate list of the officers and directors of this corporation:

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Directors:

Name

Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. If the company is a **limited liability company**, complete and provide the following:

A. The proposer is a limited liability company organized on \_\_\_\_\_, and  
(date)  
existing under the laws of the State of \_\_\_\_\_, with principal  
offices located at \_\_\_\_\_  
(address)  
In the City of \_\_\_\_\_,  
County of \_\_\_\_\_,  
State of \_\_\_\_\_

B. The following is a complete and accurate list of the members or managers  
(designate which) of this limited liability company:

Name	Address
_____	_____
_____	_____
_____	_____

7. Does your company have any accreditations, certifications, or participate in any business associations, such as the National Parking Association, Better Business Bureau, SOX, etc? If so, please state the certification and/or association and indicate the length of time of your participation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Do you own or operate any parking facility or parking lot within a five block radius of either County parking facility in which you have the right or authority to set the parking rate for that facility. \_\_\_\_\_.

9. How many parking facilities does your company currently own or operate through a contract? \_\_\_\_\_

10. Does your company currently manage any parking facilities for a government entity, including City, County, State, or Federal agencies? \_\_\_\_\_

11. If the answer to #10 is yes, please list those agencies below:

Name/Location of Parking Facility	Govt. Agency & Contact Person
_____	_____
_____	_____
_____	_____

12. Do you currently own or operate parking facilities with Federal APD parking equipment? \_\_\_\_\_. If no, list other type of equipment including brand name:

Name/Location of Parking Facility

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Type of Equipment Installed

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13. Does your company have established local business relationships with companies who provide maintenance/repair services to parking facility equipment such as rolling gates, mechanical arms, ticket spitters, etc? \_\_\_\_\_ If yes, please list the business' name below:

_____	_____
_____	_____
_____	_____

14. Has your company ever provided consultation services to select or recommend parking facility equipment? \_\_\_\_\_ If yes, please provide at least one example:

\_\_\_\_\_

\_\_\_\_\_

15. Does your company OWN or manage any surface parking lots? \_\_\_\_\_  
If so, how many? \_\_\_\_\_

List name, location, and contact person of each surface lot currently managed:

_____	_____
_____	_____
_____	_____

16. Has your company ever defaulted on a parking management contract? \_\_\_\_\_  
If yes, please explain and include the state, county, and cause number of the law suit: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

17. Has your company ever had a parking management contract terminated or canceled early, by either party, for cause? \_\_\_\_\_ If yes, please explain:

\_\_\_\_\_

\_\_\_\_\_

## **ATTACHMENT REQUIREMENTS AND SEQUENCE FOR TAB #2**

Attachment #2.1 (OPTIONAL) Please attach any additional sheets necessary to sufficiently answer questions 1 through 18.

Attachment #2.2 (REQUIRED) Reference Release of Information - Please complete, sign, and submit one form for each of five references where you currently operate a large parking facility, preferably where the owner is a government entity.

Attachment #2.3 (REQUIRED) W9 IRS Publication

Attachment #2.4 (REQUIRED) Please attach all applicable Certification of Business Formation issued by the Secretary of State of which your business is registered.

Attachment #2.5 (OPTIONAL) Please attach any additional documents relevant to this Tab.



# Attachment 2.2

## Parking Facility Operations References

**Instructions:** You must provide five references from government entities or businesses in which you currently manage or operate parking facilities, preferably any of which where the owner is a government entity including City, County, State, or Federal. Please duplicate this Release of Information for each of the five references you will provide.

### Release of Information

I, \_\_\_\_\_ currently manage or operate the \_\_\_\_\_ Parking  
(Proposer) (Name of Garage)

Facility located at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. I have  
(address) (city) (state)

managed/operated this facility for \_\_\_\_\_ years. This facility accommodates approximately

\_\_\_\_\_ revenue-generating parking spaces with an annual revenue of approximately

\$ \_\_\_\_\_.

Contact information of person with whom the Proposer has direct contact with regarding the above stated parking facility:

\_\_\_\_\_  
(Contact Person's Name) (Title) (Phone)

I hereby authorize the contact person named above, or authorized representative of the same company/organization, to release information to the County of El Paso pertaining to the parking management contract, including performance, compliance, financial obligations, and/or current standing.

\_\_\_\_\_  
Proposer's Authorized Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

# Attachment 2.3

Form <b style="font-size: 1.5em;">W-9</b> (Rev. October 2007) Department of the Treasury Internal Revenue Service	<b style="font-size: 1.2em;">Request for Taxpayer Identification Number and Certification</b>	<b style="font-size: 0.8em;">Give form to the requester. Do not send to the IRS.</b>
--	---	--

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	Employer identification number
or	

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

#### Definition of a U.S. person.

For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

#### Special rules for partnerships.

Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

## **Attachment 2.4**

Attach Certification of Business from the Secretary of the State in which your business is registered.

# PROPOSAL FORM TAB #3

## STATEMENT OF COMPANY'S FINANCIAL CONDITION

**Instructions:** Answer all questions below as they pertain solely to the Proposer's legal business name in which the Proposer will enter into an Agreement with the County as submitted in this RFP. If Proposer owns more than one business, or has multiple "dba" fictitious names, they must exclude all information, regardless of positive or negative impact, pertaining to those other business(es).

1. Is your business audited independently or internally?

---

2. If audited independently, please provide the name of the firm, contact name, address and phone number:

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3. If audited internally, what is the name of your internal auditor, phone number, and his/her credentials:

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4. Do you have any specialized business certifications or accreditations such as SOX? If so, please the state certification and/or association and indicate the length of time of your participation:

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5. What standard Guidelines of Financial Reporting does your Company use? For example, the County follows GAAP (Generally Accepted Accounting Principals).

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6. Specify the Reporting Procedures that Proposer will use to report revenue to the County; specifically, whether revenue will be reported when received or when billed.

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7. Has a judgment ever been awarded against you, or your company, for default, non-compliance, non-performance, or non payment of a contract? If yes, please explain:

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## **ATTACHMENT REQUIREMENTS AND SEQUENCE FOR TAB #3**

Attachment #3.1 (OPTIONAL) Please attach any additional sheets necessary to sufficiently answer questions 1 through 7.

Attachment #3.2 (REQUIRED) Financial Statements, including balance sheets:

- (a) 2006 and 2007 Independently Audited Financial Statements prepared by an Independent Certified Public Accountant; OR
- (b) 2006 and 2007 IRS Income Tax Returns, including Income Statements and Balance Sheets in the name of the business; OR
- (c) 2006 and 2007 IRS Income Tax Returns, including Income Statements and Balance Sheets in the name of the Owner, if filing as an individual or LLC;

# PROPOSAL FORM TAB #4

## PROPOSED OPERATING PLAN

The Proposer shall fully understand the operational requirements of the two parking facilities and submit a preliminary operating plan based on the information provided in this document and their own experience in managing and operating large parking facilities of more than 500 parking spaces.

The Proposer shall install, at the Proposer's expense, an Automated Cashier Machine in Parking Garage #1 that is compatible with the County's parking equipment to operate the mechanical arm gate and rolling door to allow after-hours exit of the facility. The Automated Cashier Machine will remain the property of the Proposer upon termination of the contract.

The Proposer must answer the questions below **and** provide a detailed proposal of how they intend to operate and manage the County's two parking facilities. The operating plan must include, at a *minimum* the following:

- (a) Proposed hours of operation, including justification for changes to the current schedule;
- (b) Proposed staffing for regular hours of operation and an explanation of procedures to handle emergency, after-hours, holiday, and weekend events, including justification for the proposed staffing;
- (c) Proposed parking rate plan, including justification for changes to the current rate;
- (d) Any other functions related to operations that the Proposer wishes to recommend, and the justification for the proposed recommendations

### **A. OPERATING HOURS**

1. Please list the hours that you propose to operate Parking Garage #1 staffed with at least one cashier:

Monday	From _____ am/pm	To _____ am/pm
Tuesday	From _____ am/pm	To _____ am/pm
Wednesday	From _____ am/pm	To _____ am/pm
Thursday	From _____ am/pm	To _____ am/pm
Friday	From _____ am/pm	To _____ am/pm
Saturday	From _____ am/pm	To _____ am/pm
Sunday	From _____ am/pm	To _____ am/pm

2. Please describe the make, model, and features of the Automated Cashier Machine you propose to install in Parking Garage #1 in accordance with RFP ¶9(d) including the transaction acceptance of cash, credit, or debit cards. The machine must be compatible with existing Federal APD equipment.

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3. Parking Garage #2 is a 24/7 unmanned facility, therefore independent staff scheduling for this facility is not necessary. It is however, assumed that all required services will be provided to this facility as necessary and appropriate including handling events where unauthorized parkers mistakenly enter the garage. Explain how you will prepare for and handle this situation:

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**B. STAFFING PLAN**

The successful Proposer shall staff the County Parking facilities with adequate and qualified staff to fulfill all obligations and requirements of the RFP to operate both Parking Garage #1 and #2.

Please list Title, Minimum Qualifications, number of Positions per title, and the hours each person will work to accomplish the duties in their job descriptions. The schedule should reflect the number of hours that the person will be committed to fulfilling their job functions **on-site** under **this** Management Agreement only. If “local/area” manager is committed to overseeing other businesses not related to the County Parking Facilities, do not include the total hours that person may be employed by you, list only the hours that they will be performing duties for the County Agreement only.

If there are positions, such as bookkeepers, accountants, consultants, regional managers, etc. who will perform services under this Agreement on an **irregular or as-needed** basis, then the Proposer should indicate the average number of hours per *month or year* the position will most likely provide dedicated service under this agreement. For example: an accountant may only perform services bi-weekly at an average of 20 hours per month; a Regional Manager may only come to El Paso quarterly for approximately 50 hours per year, or a Traffic Analyst may only provide consultation once per year for four hours.

**Proposed Daily Staffing Plan, use separate sheet if necessary:**

<u>POSITION TITLE</u>	<u>MINIMUM EXPERIENCE/DEGREE QUALIFICATIONS</u>	<u># OF POSITIONS</u>	<u>HRS</u>
_____	_____	_____	_____ Wk/Mo/Yr
_____	_____	_____	_____ Wk/Mo/Yr
_____	_____	_____	_____ Wk/Mo/Yr
_____	_____	_____	_____ Wk/Mo/Yr
_____	_____	_____	_____ Wk/Mo/Yr
_____	_____	_____	_____ Wk/Mo/Yr
_____	_____	_____	_____ Wk/Mo/Yr
_____	_____	_____	_____ Wk/Mo/Yr

**C. OTHER SERVICES AND EXPENSES**



If there are ANY services, expenses, products, functions, or exceptions related to the operation of both or either parking facility that will not be covered under the Agreement, or will be covered at an *additional* charge you MUST list these specifically below with their corresponding charge. This may include travel, accommodations, out-of-pocket expenses, etc. If it is not listed here, the Proposer may not charge additional fees for any service after the execution of the Agreement unless expressly agreed to by the County in writing prior to the expense being incurred.

<u>SERVICE / EXPENSE</u>	<u>CHARGE</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

**D. PARKING RATES**

Only the El Paso Commissioner’s Court has sole authority to set the parking rates and exceptions for both parking facilities. However, the Contract Administrator will consider, at its sole discretion, presenting a Proposer’s recommendations for rate change(s) to the Commissioner’s Court for approval. Rate changes will only be considered in the negotiation of the Agreement, and will not be considered at any other time during the term of the executed Agreement.

If you are not proposing any parking rate change(s) to the current parking rate(s), please check the box, provide authorized signature where indicated, and draw an “X” through the rate change area.

I am not recommending parking rate changes. I understand that I may not request for parking rates to be increased at any time during the term of the contract.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**PARKING RATE CHANGE RECOMMENDATION**

Proposer may submit more than one rate change recommendation if appropriate. Rate change recommendations MUST be substantiated with a local market rate analysis, not more than one year old. **The Proposer may NOT include in the local market rate analysis comparisons of other parking facilities or surface lots in which the Proposer has the right or authority to set or determine the parking rate at another parking facility or surface parking lot.**

**Parking Garage #1 Per Hour Rates**

<u>Recommendation</u>	<u>Current Rate</u>	<u>Rate</u>	<u>Increase/Decrease</u>
\$ _____ 0 – ½ Hour	\$1.50	_____	/Hr
\$ _____ ½ - 1 Hour	\$1.75	_____	/Hr
\$ _____ 1 – 1 ½ Hour	\$2.75	_____	/Hr
\$ _____ 1 ½ + Hour	\$3.75	_____	/Hr

**Please provide an explanation and that substantiates this parking rate recommendation, and attach supporting documentation.** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Parking Garage #2 Per Month Rate**

<u>Recommendation</u>	<u>Current Rate</u>	<u>Rate</u>	<u>Increase/Decrease</u>
\$55 Per Month		\$ _____	Month

**Please provide an explanation and that substantiates this parking rate recommendation, and attach supporting documentation.** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ATTACHMENT REQUIREMENTS AND SEQUENCE FOR TAB #4

Attachment #4.1 (OPTIONAL) Attach any additional sheets necessary to sufficiently answer Section A through D.

Attachment #4.2 (REQUIRED) Proposed hours of operation, including justification for changes to the current schedule.

Attachment #4.3 (REQUIRED) Provide an Organizational Chart which includes all of the positions that you are proposing to perform duties and functions under the Agreement and provide a detailed justification for staffing.

(REQUIRED) Provide a detailed explanation of procedures to handle after-hours emergencies, after-hours and holiday events; downtown special events, or as directed by the County during hours Parking Garage #1 may typically be closed.

Attachment #4.4 (REQUIRED) Job Descriptions for EACH position that will be provided both on a daily basis and irregular or as-needed basis. The job description must include the minimum qualifications for the position.

(OPTIONAL) If you already employ a person whom you intend to assign to perform duties under the Agreement, and that person holds a specialized certificate, license, or degree, please attach a copy of the person's credentials of higher education with his/her job description.

Attachment #4.5 (REQUIRED) Proposed parking rate plan, including justification for changes to the current rate, or justification for keeping the rate the same, if applicable. Attach any market rate analysis or surveys conducted within the last year. **The Proposer may NOT include in the local market rate analysis comparisons of other parking facilities or surface lots in which the Proposer has the right or authority to set or determine the parking rate at another parking facility or surface parking lot.**

Attachment #4.6 (OPTIONAL) Any other functions related to operations that the Proposer wishes to recommend, and the justification for the proposed recommendations

# PROPOSAL FORM TAB #5

## PROJECTED REVENUES AND EXPENSES

Please provide projected revenues and expenses for five years. **NOTE: Projections of more than 3% in consecutive years MUST be substantiated by the Proposer and a detailed explanation of how and/or why the Proposer justifies a significant increase must be submitted in Attachment 5.2.**

<b><u>Proposed Budget</u></b>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
<b>Income</b>					
Transient Parking					
Contract Parking					
Validations					
Other					
<b>Total Net Revenue</b>					
<b>Payroll Expenses</b>					
Payroll					
Payroll Taxes					
Health Insurance					
Retirement Plan					
Vacation					
Uniforms					
<b>Insurance Requirements</b>					
Commercial General Liability					
Workers Comp Insurance					
Crime Policy					
<b>Maintenance, Repair, &amp; Cleaning</b>					
Building & Equipment Maint & Repair					
Maintenance & Cleaning Supplies					
Mechanized Sweeping					
Signs & Graphics					
<b>Office &amp; misc.</b>					
Office Supplies					
Telephone					
Professional Services					
Marketing Materials					
Other:					
Other:					
Other:					
Other:					
Other:					
Other:					

Other:					
Other:					
<b>Commission/Lease Percentage</b>					
<b>Total Operating Expenses</b>					
<b>Net Profit / (Loss)</b>					

**ATTACHMENT REQUIREMENTS AND SEQUENCE FOR TAB #5**

Attachment #5.1 (OPTIONAL) Attach any additional sheets necessary.

Attachment #5.2 (REQUIRED) **If you are projecting MORE than a 3% increase in revenue from any one year to the next, you MUST substantiate the basis for your projection; explain how and/or why you are projecting a substantial increase from one year to the next.**

Attachment #5.3 (OPTIONAL) Any other functions related to operations that the Proposer wishes to recommend, and the justification for the proposed recommendations

# PROPOSAL FORM TAB #6

## MARKETING PLAN

1. Do you have experience in marketing or advertising parking facilities? \_\_\_\_\_
  
2. If so, what type of marketing do you find to be the most effective? \_\_\_\_\_  
\_\_\_\_\_
  
3. Do you have successful marketing plans in place at *other* parking facilities you own or manage?  
\_\_\_\_\_ If yes, please describe at least one example:  
\_\_\_\_\_  
\_\_\_\_\_
  
4. In the example provided in answer to #3, have you seen a direct correlation between your marketing efforts and increased revenue? \_\_\_\_\_
  
5. Please provide the contact information of the garage provided as an example in #3, including name, address and phone number:  
\_\_\_\_\_

### **ATTACHMENT REQUIREMENTS AND SEQUENCE FOR TAB #6**

- Attachment #6.1 (OPTIONAL) Attach any additional sheets necessary.
  
- Attachment #6.2 (REQUIRED) Attach marketing plan for the County Parking Facilities
  
- Attachment #6.3 (REQUIRED) Provide at least two examples where Proposer has implemented a successful marketing plan that resulted in increased revenue. Please include the name, location, and contact name of the parking facility.
  
- Attachment #6.4 (OPTIONAL) Any other functions related to operations that the Proposer wishes to recommend, and the justification for the proposed recommendations

# PROPOSAL FORM TAB #7

## MAINTENANCE & REPAIR SCHEDULE

The maintenance and repair of both parking facilities and its equipment is the sole responsibility of the Proposer including parts, supplies, materials, replacements, and preventative services. The Proposer will be responsible for all maintenance, repair, and cleaning of Parking Garage #1 and #2; and shall provide a detailed maintenance and repair schedule that includes, but is not limited to the following:

- (a) Rolling Doors, Gate Arms, Ticket Spitters, Card Readers, Automated Cashier, etc.
- (b) Lighting: Exit, Stairwell, Interior, Exterior
- (c) Fixtures: Electrical, plumbing, mechanical;
- (d) Signage: Directional, speed limit, pedestrian, warning, safety, operations, identification, rates, liability, ADA spaces, no-parking spaces, policies, events, etc.
- (e) Compliance: ADA, TAB, OSHA, IFC, etc.
- (f) Paint: Striping and lines, curbs, lobbies, zones, directional, stairwell, railing, etc.
- (g) Structure: concrete surfaces, walls, ceilings, doors, stairwell, railings, fencing, ventilation, etc.
- (h) Cleaning: Interior and Exterior, Semi-Annual Sweeping
- (i) Emergency contacts and plans;
- (j) Safety policies;
- (k) Environmental Policies: automotive fluid/stain removal, storm-water contamination prevention
- (l) Inspection Log: Must be completed minimum of once per month and submitted to the Contract Administrator.
- (m) Maintenance Staffing;
- (n) Any sub-contracted maintenance agreements for repair, maintenance, or cleaning must be kept on file with the Contract Administrator

The Proposer must declare any maintenance, repair, or service that they do not intend to perform under this contract, or will charge an additional fee for. The Proposer may not claim expenses or reduce the commission paid to the County because of unanticipated repair costs.

The Proposer must follow the Facilities Management Department Environmental Policy as it pertains to the County parking garages at all times. Violations of the Facilities Management Department Environmental Policy, local, state, or federal environmental laws may result in the termination of the contract.

The Proposer must report and itemize all maintenance and repair expenses in their monthly balance report. The County reserves the right to inspect the equipment and building at any time, without notice. Any deficiencies noted will be reported to the Proposer's parking garage

manager and must be corrected satisfactorily within two days. If not corrected within two days, the contract will be subject to termination.

1. How many parking facilities (of 500 spaces or more) do you own or manage through a contract where you are the sole provider of maintenance and repair of that facility and its equipment? \_\_\_\_\_
  
2. What is your estimated annual maintenance and repair budget that you are proposing to adequately maintain both County Parking facilities? \$\_\_\_\_\_.
  
3. How do you propose to handle emergency repairs and unforeseen maintenance expenses? Please explain:  
\_\_\_\_\_  
\_\_\_\_\_
  
4. Who will typically perform the daily/weekly maintenance, cleaning, and minor repairs at the County Parking facilities and what are their qualifications?  
\_\_\_\_\_  
\_\_\_\_\_
  
5. Who will typically perform repairs to the garage equipment, including rolling gates, mechanical arms, ticket spitters, automated Cashier machines, and what are their qualifications?  
\_\_\_\_\_  
\_\_\_\_\_
  
6. The County expects that the Proposer will provide all-inclusive maintenance and repair to the two County parking facilities and all parking equipment therein. Any maintenance, repair, or cleaning that the Proposer does not intend to perform in this contract, or will provide at an *additional* expense must be listed here:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
7. Does your Company have established environmental policies and procedures? \_\_\_\_\_  
If so, please provide a copy as Attachment #7.5

Please provide your proposed Maintenance and Repair Schedule and indicate the frequency (daily, weekly, monthly, semi-annual, or annual) of which the specific service will be performed. The Maintenance and Repair Schedule MUST include ALL work/service listed in paragraph 3.6 of this RFP.



## **ATTACHMENT REQUIREMENTS AND SEQUENCE FOR TAB #7**

Attachment #7.1 (OPTIONAL) Additional sheets necessary to answer questions in this Tab.

Attachment #7.2 (REQUIRED) Maintenance and Repair Schedule including the frequency, processes, and actions taken to assure equipment is in proper working order.

Attachment #7.3 (REQUIRED) Sample Inspection Sheet

Attachment #7.4 (REQUIRED) Sample Maintenance Report

Attachment #7.5 (OPTIONAL) Environmental Policy

Attachment #7.6 (OPTIONAL) Any other functions related to operations that the Proposer wishes to recommend, and the justification for the proposed recommendations

# PROPOSAL FORM TAB #8

## SUPPORT SERVICES

1. Are there any support services relating to parking facility operations, not covered under routine operational or management responsibilities, that your company is capable of providing to the County, as needed? \_\_\_\_\_

If so please list:

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2. Will these services be included in the contract, or will there be an additional fee for specific services? \_\_\_\_\_

3. If there will be an additional fee, please indicate specific charges:

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### **ATTACHMENT REQUIREMENTS AND SEQUENCE FOR TAB #8**

Attachment #8.1 (OPTIONAL) Additional sheets necessary to answer questions in this Tab.

Attachment #8.2 (OPTIONAL) Any other functions related to operations that the Proposer wishes to recommend, and the justification for the proposed recommendations

# PROPOSAL FORM TAB #9

## INSURANCE & BOND REQUIREMENTS

The selected Proposer will, in its agreement with the County, be required to defend, pay on behalf of, indemnify, and hold harmless the County of El Paso, Texas, its elected and appointed officials, employees, volunteers, and others working on behalf of the County. The Proposer will also be required to obtain and maintain in continuous effect during the term of its Agreement with the County, and while any of its obligations under said Agreement remain unsatisfied, the insurance coverage set forth, with amounts, coverages, limits, exclusions, and endorsements therein provided.

### 1. **INSURANCE REQUIREMENT**

1. Commercial General Liability – Operator shall procure and maintain during the life of this Agreement, Commercial Liability coverage with a combined single limit of \$1,000,000.00 for bodily injury or property damage, to include not less than \$5,000.00 medical payments and excess liability coverage in the amount of \$1,500,000.00 under a commercial liability policy. The policy shall be endorsed to provide an Aggregate Per Location Endorsement. Any fellow employee exclusion shall be deleted as it applies to supervisory and managerial personnel.
2. Workers Compensation – Statutory limits as per Texas law and Employer's liability with a \$1,000,000.00 limit.
3. Crime Policy – Operator shall procure and maintain during the life of this Agreement, Crime policy insurance to include Employee Dishonesty in the amount of ten thousand dollars (\$10,000.00) per occurrence.
4. Cancellation or Material Change Notice: The insurance policies providing the coverages specified in A through C above shall include Owner's Cancellation Notice Endorsement. A copy of the required endorsement is attached as part of Proposal Form Tab 9.
5. Changes in Coverage Limits: If during the term of this Agreement, Owner determines that the limits of coverage are insufficient, Owner shall provide Operator with sixty (60) days written notice of any required changes. Operator shall submit to the Contract Administrator, within ten (10) days, new Certificate(s) of Insurance indicating that the required changes have been effected.

### 2. **PERFORMANCE BOND**

The selected Proposer will be required to obtain and maintain a Performance Bond in the amount of one-hundred-thousand dollars (\$100,000.00) issued by a Texas Surety company and presented to the County within ten days upon the effective date of the Agreement.

**3. EVIDENCE OF ABILITY TO OBTAIN INSURANCE AND/OR BOND**

The Proposer is required to provide evidence satisfactory to the County that it can obtain the required insurance coverages and bond as stipulated in Paragraph 14 and 15 of this RFP.

For this purpose, each Proposer shall submit with its proposal the certification form in Proposal Form Tab #9 in which the Proposer's insurance agent and/or bonding agent will be required to certify that the proposer has the *ability* to obtain the required insurance coverages and bond. Failure to submit the required certification forms shall be grounds for rejection of the proposal.

**ATTACHMENT REQUIREMENTS AND SEQUENCE FOR TAB #9**

Attachment #9.1 (REQUIRED) Notarized affirmation by Insurance and/or Surety Company Affirming that Proposer qualifies for, and will receive required insurance upon execution of Contract;

Attachment #9.2 (REQUIRED) Notarized affirmation by Insurance and/or Surety Company Affirming that Proposer qualifies for, and will receive required Performance Bond upon execution of Contract;

Attachment #9.3 (OPTIONAL) Performance Bond - Example

Attachment #9.4 (REQUIRED) Proof of Insurance as required in RFP ¶14a-e

1. Commercial General Liability
2. Workers Compensation
3. Crime Policy
4. Cancellation or Coverage Change Notification

# ATTACHMENT #9.1

## CERTIFICATION OF PROPOSER'S INSURANCE AGENT REGARDING PROPOSER'S ABILITY TO OBTAIN REQUIRED INSURANCE COVERAGE

I hereby certify that my client, as identified below, will be able to meet all of the insurance requirements of RFP ¶15a-3, has been advised of any additional costs associated with doing so, and has agreed to obtain such coverages if selected as the successful proposer of the RFP to which my client has responded:

Legal Name of Proposer:

---

Name/Address/Phone/FAX # of Insurance Agency:

---

---

---

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Name of Agent/Broker (Print): \_\_\_\_\_

Signature of Agent/Broker: \_\_\_\_\_ Date \_\_\_\_\_

### Signature and stamp of Notary Public

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
2008.

---

Notary Public in and for the State of Texas

My Commissioner Expires On

---

**ATTACHMENT #9.2**  
**CERTIFICATION OF PROPOSER'S SURETY AGENT REGARDING**  
**PROPOSER'S ABILITY TO OBTAIN REQUIRED**  
**PERFORMANCE BOND**

I hereby certify that my client, as identified below, will be able to obtain the bond set forth in RFP ¶15 has been advised of any additional costs associated with doing so, and has agreed to obtain such Performance Bond selected as the successful proposer of the RFP to which my client has responded.

Legal Name of Proposer:

\_\_\_\_\_

Name/Address/Phone/FAX # of Surety Agency:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Name of Surety (Print): \_\_\_\_\_

Signature of Surety Agent: \_\_\_\_\_ Date \_\_\_\_\_

**Signature and stamp of Notary Public**

**Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.**

\_\_\_\_\_  
**Notary Public in and for the State of Texas**

**My Commissioner Expires On**  
\_\_\_\_\_

# ATTACHMENT #7.3

COUNTY OF EL PASO, TEXAS  
\_\_\_\_\_

SURETY BOND NO. \_\_\_\_\_

## PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, \_\_\_\_\_, as  
Principal (hereinafter the "Contractor" or "Principal") and \_\_\_\_\_, as Surety are

held and firmly bound unto the County of El Paso, Texas, as Obligee (hereinafter referred to as "the County"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a Contract for a \_\_\_\_\_ with the County, bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 2009, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to provide the following described goods and/or services:

- 1.
- 2.
- 3.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety on this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of said Contract and Contract Documents, by reference made a part hereof, for the provision of the above referenced goods and/or services, and shall indemnify and save harmless the County from all outlay and expense incurred by the County by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing goods or materials or providing services or labor in the performance of the Contract.

2. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
  - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and
  - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the County including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the County's staff attorneys), and all costs and expenses of litigation as they are incurred by the County. It is intended the Contractor and Surety will defend and indemnify the County on all claims made against the County on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the County will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the County incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the County whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.



In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Polk County, State of Texas. If legal action is required by the County to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the County, the Contractor and the Surety agree, jointly and severally, to pay the County all outlay and expense incurred therefore by the County. All rights, powers, and remedies of the County hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the County, by law. The County may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action or actions or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all of the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Texas Code; third, if not defined in the Texas Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

**Witness our hands, in triplicate, this \_\_\_\_ day of \_\_\_\_\_, 2008.**

<b>PRINCIPAL:</b>  _____ <b>(Contractor)</b>  By: _____ <b>(Signature)</b>  Title: _____  <b>FORM APPROVED BY:</b>  _____ <b>(Name)</b> <b>Assistant County Attorney</b>
--

<b>SURETY:</b>  _____ <b>(Surety Company)</b>  By: _____ <b>(Signature Attorney-in-Fact/Officer)</b>  _____ <b>Name of Attorney-in-Fact/Officer</b>  _____ <b>Company Name</b>  _____ <b>Company Address</b>  _____ <b>City, State, Zip Code</b>  _____ <b>Company Telephone Number</b>
--

**NOTE: All signatures on this performance bond must be original signatures in ink; copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.**

# **PROPOSAL FORM TAB #10**

## **ACCOUNTING AND REPORTING PROCEDURES**

The selected Proposer shall agree to the accounting reporting procedures set forth by the County of El Paso Auditor's Office. In addition, Proposer is required to implement their company's established financial practices designed to provide a secure environment for handling cash receipts. Management practices of Proposer shall allow for effective use of personnel and resources. All reports required by and presented to the County shall be concise, complete, and accurate.

### **ATTACHMENT REQUIREMENTS AND SEQUENCE FOR TAB #10**

Attachment #10.1 (REQUIRED) Copy of Proposer's Accounting and Reporting Procedures

# **PROPOSAL FORM TAB #11**

## **COMPANY EMPLOYEE POLICY**

The Proposer shall have sound written employee policies regarding Equal Opportunity, FLSA, ADA, Employment, Training, Disciplinary, Hiring Practices, Drug Free Workplace, etc.

### **ATTACHMENT REQUIREMENTS AND SEQUENCE FOR TAB #11**

Attachment #11.1 (REQUIRED) Copy of Company's Employee Policy.

Attachment #11.2 (REQUIRED) Method and explanation of employee criminal background investigation process and verification authority.

# 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

(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.

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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 PURCHASING DEPARTMENT

MDR Building, 800 E. Overland  
ROOM 300, 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  
LUCY BALDERAMA, 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?

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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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**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  
800 E. Overland, RM 300  
El Paso, Texas 79901  
(915) 546-2048  
(915) 546-8180 Fax

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RE: RFP #09-014, (RFP) Management of Two (2) County Parking Facilities

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 Anna Perez  
Commissioner Veronica Escobar  
Commissioner Willie Gandara, Jr.  
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  
Saul Nanez, Facilities Manager  
Manuel Lucero, Assistant Facilities Manager  
Monique Aguilar, Executive Assistant

Please note that the state law requires that the Questionnaire be filed with the **COUNTY CLERK** no later than **the 7<sup>th</sup> 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

## COUNTY OF EL PASO PURCHASING DEPARTMENT

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

MDR BUILDING, 800 E. OVERLAND  
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### **Instructions: Conflict of Interest Form (CIQ)**

***Please follow and complete all instructions to fill out your CIQ form and obtain a document number.***

- ***Please complete CIQ Form whether or not a conflict exists.***
- **Box #1 All Vendors** Must Print Clearly their names and company name.
- **Box #2** If the vendor has already filed a CIQ for the current year and is updating (filing a new one) due to changes on bid, please check box. If this is the first time within the current year that the vendor is submitting a CIQ, then do not check this box.
- **Box #3** If you are filing a disclosure of conflict of interest, meaning that you do have a relationship with someone listed on the page prior to the CIQ form on your BID, RFP, RFQ, or RFI, then you must print the name of the person whom you have a business relationship with.
- If you answer **yes** to any of the following: **Item A, B, C** you have a conflict and must disclose on this form.
- **Item D** List the type of relationship and what department in the local government the person you have listed in **Box #3**.
- **Box #4** Please have the person that is named on **Box# 1**, sign and date in this box. We request a contact number in case there are any questions or form is missing information. This is a courtesy to you. If you do not provide a phone number and have not provided all the information that is needed. The department cannot file your document and you will not receive a number to provide the Purchasing department with your bids, thus, meaning disqualification. Once you have completed the form, **fax it to the County Clerks at 915-546-2012.** The County Clerk will file and fax you the CIQ document number.
- It is the vendor's responsibility to submit the CIQ document number provided by the County Clerk's to the Purchasing Department. Do not forget to place the RFP, RFQ, RFI, or BID number somewhere on your CIQ form so we may know what bid you are referencing. If you do not receive your CIQ document number in a timely manner, please contact the County Clerk's office at 546-2000, ext. 3143.
- **It would be in your best interest, to submit your CIQ document number with your bid/proposal. (See Bidding Schedule)**
- Please note that the state law requires that the Questionnaire be filed with the COUNTY CLERK no later than the 7th business day after submitting an application, response to an RFP, RFQ, RFI or bid or any other writing related to a potential agreement with the County. Failure to file the questionnaire within the time provided by the statute is a Class C misdemeanor.

If you have any questions, please call Lucy Balderama at 915-543-3887  
or Linda Gonzalez at 915-545-2195

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) serves as an officer or director; or

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

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

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

(A) is a local government officer; and

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

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

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



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

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

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

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

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

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

§ 176.001. Definitions

In this chapter:

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

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

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

(4) "Local government officer" means:

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

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

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

# COUNTY OF EL PASO, TEXAS

## Check List

### (RFP) Management of Two (2) County Parking Facilities RFP #09-014

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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., Wednesday, February 25, 2009. Did you visit our website ([www.epcounty.com](http://www.epcounty.com)) for any addendums?

\_\_\_\_\_ Did you sign the Bidding Schedule?

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

\_\_\_\_\_ Did you sign the "Consideration of Insurance Benefits" form?

\_\_\_\_\_ Did you file a copy of the completed Conflict of Interest Questionnaire (Form CIQ) with the El Paso County Clerk (in person or by mail to 500 E. San Antonio, Suite 105, El Paso, TX 79901 or by fax to 915-546-2012 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. **Please view Instructions for CIQ.**

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

\_\_\_\_\_ Did you provide one original and two (2) copies of your response?

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