



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

Notice to Interested Parties

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 800 E. Overland, RM 300, El Paso, Texas 79901 before 2:00 p.m., Thursday, April 2, 2020 to be opened at the County Purchasing Office the same date for Management, Operation and Marketing of a Commuter Van Pool Program for the County of El Paso.

**Proposals must be in a sealed envelope and marked:
"Proposals to be opened Thursday, April 2, 2020
Management, Operation and Marketing of a Commuter
Van Pool Program for the County of El Paso
RFP Number 20-022**

Do not contact the requesting department. Any questions or additional information required by interested vendors must be e-mailed to: bidquestions@epcounty.com before Thursday, March 19, 2020, at 12:00 p.m. Proposal number and title must be on the "Subject Line" of the e-mail. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.

Any changes in the specifications will be posted on the County website as an addendum. It shall be the proposer's responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted. Website: www.epcounty.com ; click button labeled "Directory", search for and select "Purchasing", click on button labeled "List of Bids".

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. Payment shall be made through County funds after completion of goods or services. Purchase Orders will be issued as required. Successful proposer must comply with all bonding requirements as stated in the Texas Local Government Code §262.032.

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.

DEBRA CARREJO CPPO, CPPB
Purchasing Agent

El Paso County Code of Ethics Training Affidavit

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

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

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

What is a vendor:

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

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

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

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

El Paso County Code of Ethics Training Affidavit (continued)

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

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

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

I _____ am an officer, principal, or individual
(Full Name)
authorized to bind the company, known as

_____.

(Company name)

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

Name _____

Title _____

Company Name _____

Address _____

Signature _____

Date _____



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

Memorandum

To: All Vendors

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

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

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

EL PASO COUNTY SIGNATURE PAGE

RFP 20-022 Management, Operation and Marketing of a Commuter Van Pool Program for the County of El Paso 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. Please submit one (1) original copy and six (6) electronic versions of the complete proposal (CD/DVD/Flashdrive) in Word/PDF Format. Electronic copies must reflect the original hard copy.

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

Please quote prices and discounts on the following items:

F. O. B. El Paso County

Company

Mailing Address

Federal Tax Identification No.

City, State, Zip Code

DUNS Number (Applicable to Grant Funded Project)

Representative Name & Title

Telephone Number include area code

Signature

Fax Number include area code

Date

Email Address

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

Management, Operation and Marketing of a Commuter Van Pool Program for the County of El Paso

RFP 20-022



**Opening Date
Thursday, April 2, 2020**

PROJECT OBJECTIVE

The objective of the RFP is to select a single qualified company to successfully operate and market a commuter Van Pool program which will reduce the number of single occupant vehicles on the highway during rush hour and provide an alternative means of commuting to and from work (the "Van Pool Program"). The Van Pool Program will provide for trips that have an origin within the jurisdictional boundaries of El Paso County ("County").

The Van Pool Program is funded by a Congestion Mitigation Air Quality (CMAQ) grant from the Texas Department of Transportation (TxDOT), pursuant to federal law which establishes federally funded transportation programs. In order to qualify for funding, federal and state laws require local governments to meet certain contract standards relating to the management and administration of federal and state funds. The successful vendor must agree to comply with the rules, regulations, and contract standards established by the granting agencies for grant funding.

Grant funding is subject to availability of appropriated funds. If the funds are not appropriated by the State, or the grant is terminated, the contract will be terminated with no liability to either party.

The County is seeking to award a 3 year contract with two one-year extension options at the County's discretion. Grant funding is subject to availability of appropriated funds. If the funds are not appropriated by the State, the contract will be terminated with no liability to either party.

SCHEDULE OF EVENTS

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

The approximate contract schedule is as follows:

Advertisement of Request for Proposals:	Sunday, March 01, 2020 Sunday, March 08, 2020
Deadline to Questions:	Tuesday, March 19, 2020 at 12:00 p.m.
Due Date for Proposals:	Wednesday, April 02, 2020 at 2:00 p.m.
Start of Contract:	(Estimated) May 2020

GENERAL INFORMATION

Examination of Proposal Documents

By submitting a proposal, the Proposer represents that it has thoroughly examined and become familiar with the work required under this Request for Proposals (RFP) and that it is capable of performing quality work to achieve the objectives of El Paso County.

Definitions

County- Proposer-	Refers to County of El Paso and its employees. The Company that is responding to this RFP.
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Van Pool driver– A participant in the Van Pool Program that has been designated as an authorized driver by the Proposer.

Proposer's Minimum Qualifications. Proposers not meeting the minimum qualifications will be disqualified from further consideration.

1. Proposer must have a minimum of three (3) years of demonstrated Van Pool management and operation experience.
2. Proposed program manager supervising the local office shall have at least 2 years of Van Pool management experience.
3. Proposers must be licensed to provide Van Pool management and operations in Texas.
4. Proposer must certify its eligibility to receive federal funds, and when requested by the State, furnish a copy of its certification.
5. The Proposer, including its principals, shall not be debarred from receiving federal grant funds.
6. The Proposer must have sufficient financial resources to procure or lease vehicles for this program, and run the overall program with its employees.
7. Proposer shall have or agree to establish an office in El Paso County to administer this program within 45 days of the award.
8. The Proposer shall have three (3) references whom the County may contact to verify services provided. References must be from other government agencies or corporations in which the Proposer is currently providing or recently provided similar Van Pool management services.
9. The Proposer must agree to comply with the rules, regulations, and contract standards established by the granting agencies for grant funding, including the Special Contract Provisions included in this RFP,

EVALUATION CRITERIA

Proposals must be evaluated based on the requirements set forth in the RFP. Selection of the firm(s) will be at the discretion of the County and will be based on the proposal that the County deems to be the most responsive and responsible and is the best value to the County.

Selected offeror(s) may be required to make on-site oral and visual presentations or demonstrations at the request of the County. The County will schedule the time and location for any presentations. Costs and equipment for such presentations are the responsibility of the offeror.

The Proposer is cautioned that it is the Proposer's sole responsibility to submit information related to the evaluation categories and that the County is under no obligation to solicit such information if it is not included in the Proposal. Failure of the Proposer to submit such information may cause an adverse impact on the evaluation of the proposal.

Proposals will be reviewed by the County Selection Committee and will be evaluated based on the following criteria, point value indicate maximum score.

<p>Offeror's Organizational Experience in providing, implementing, and servicing a Van Pool program. Offeror's response to the Scope of Work</p> <ul style="list-style-type: none"> • Whether the company meets or exceeds the minimum 3 years of demonstrated Van Pool management and operation experience. • Proposer's previous work experience on similar public sector projects. • Recommendations: Records of past performance including such things as quality of work, ability to meet deadlines/schedules, and control costs. • Response to the Scope of Work: Understanding of vanpooling concepts and objectives demonstrated in this RFP. • Familiarity with issues and marketing factors impacting commuter vanpools. • Marketing Plan: Ability to present and implement a general plan for promoting the Van Pool Program through standard marketing and sales efforts. 	25%
<p>Fleet Procurement and Management</p> <ul style="list-style-type: none"> • Ability to finance and supply Van Pool vehicles. • Ability to provide a selection of vehicles, including manufacturer specific vehicles, within 45 days of execution of contract. • Maintenance and repair program and Van Pool operating procedures. • Plan for providing accessible vehicles for individuals with disabilities. • Ability to provide vouchers, or coordinate with a third party administrator, to promote the use of the federal Qualified Transportation Fringe as provided for in Section 132(f) of the Internal Revenue Code. 	25%
<p>Cost of Service</p> <ul style="list-style-type: none"> • Proposed indirect cost proposal for the General and Administrative budget to be reimbursed by the County. 	25%
<p>Experience/capability/accessibility of Persons Assigned to the Project</p> <ul style="list-style-type: none"> • Capability and qualifications of key individuals assigned to the project including previous work on similar projects, technical experience, education and training. 	20%
<p>References</p> <p>Firm must provide the following reference information. The names, business address, and telephone numbers and email addresses of three (3) individuals and/or organizations who can attest to the firm's capability to carry out the requirements in this proposal.</p>	3%
<p>Health Insurance to Employee</p> <p>The County is authorized to allow consideration for those firms providing evidence of reasonable health insurance for their employees.</p>	2%

SCOPE OF SERVICES

The objective of the Van Pool Program is to market and provide vans to individuals traveling together on a regular basis to work, institutions, businesses, agencies and other organizations. According to the Environmental Protection Agency (EPA) National Ambient Air Quality Standards (NAAQS), the El Paso County air shed is classified as being Non-Attainment for PM 10 (10 micron particulate matter) and under a Maintenance Plan for carbon monoxide. To help mitigate this situation El Paso County will continue operation of the current El Paso County Van Pool Program and will support the formation of new vanpools. Financial incentives will be provided by El Paso County through the use of federal CMAQ dollars. These CMAQ eligible subsidies are reimbursed to the Van Pool Program provider to cover a portion of the cost to the passengers.

Program Administration

The Proposer will provide full-size vans capable of carrying 7 to 15 passengers for the Van Pool Program.

The current program/vendor runs approximately 100 vans and has 640 participants, and receives approximately an 80% subsidy reimbursement. This data is based on the requirement by Federal Highway Administration (FHWA) that individual vanpools can receive a subsidy for no more than 3 years. The County makes no guarantee as to the number of vanpools, number of participants, or subsidies that will result from the contract awarded pursuant to this RFP. Please note current Van Pool participants may opt to stay with the current Van Pool provider.

The proposer shall create a website and maintain it as needed and also a Facebook page, or similar social media format, where interested individuals can access information regarding the Van Pool Program and register as a possible participant. The County shall retain ownership of the website domain.

The Proposer shall provide Van Pool matching results to inquiring individuals within 48 hours of an inquiry via fax, phone, website, Facebook, or e-mail.

The Proposer must provide an Emergency Ride Home Benefit Program and Procedures to minimize the participant's concern of not being able to leave work and get home in the case of an emergency by providing a ride home during the day when necessary. The Proposer will be required to reimburse participants who utilize a taxi to get home or reimburse family or friends who might provide the trip home at the established rate per mile that Texas state employees receive. The procedures for this program shall be approved by the County prior to implementation.

The Proposer shall ensure each participant and driver sign the driver/participant agreement provided by the Proposer to take part in this program.

Van Pool Program Services Office: Prior to start of service, Proposer must have an office in El Paso County as the central operations office for this program. The office shall have equipment, staff to answer questions from participants, provide reporting to the County, maintain daily Van Pool operations, and customer service. The office shall maintain office hours Monday – Friday 8:00am – 5:00pm or as negotiated with the County. Proposer shall provide emergency contact phone numbers for after-hours emergencies.

The Proposer shall provide appropriate office space for their proposed staff and adequate storage accommodations for vans waiting to be placed in service. The Proposer shall provide on-site

office staff that has the appropriate education and experience to administer the County Van Pool Program.

Subcontractors – All subcontractors hired by the Proposer shall be subject to the same federal, state, and local requirements as described in this RFP. The Proposer shall not do business with any party that is currently debarred, suspended, or otherwise excluded from receiving federal grant funds. The County shall require any subcontractor to certify its eligibility to receive federal funds, and when requested by the State, to furnish a copy of the certification.

Invoicing Responsible Party:

The Proposer shall be responsible for billing responsible parties participating in the program each month and for assuring collection of the monthly payment in a timely fashion.

A responsible party is defined as a person, entity, employer or organization that enters into an agreement with the Proposer to take responsibility for the van.

Program Marketing and Ride-Matching Services:

The Proposer will be responsible for marketing of the Van Pool Program and be responsible for actively promoting the Van Pool Program to commuters, employers and other organizations within the El Paso County service area.

The Proposer shall actively provide services and incentives as follows to encourage employers to offer alternative transportation benefits and services at their worksites:

The Proposer shall attend or host 12 promotional events in the El Paso County service area every year of the program for marketing of the Van Pool Program. At these events, the Proposer shall make presentations, hand out brochures, and other marketing activities.

The Proposer shall contact 20 new and existing companies/businesses in the El Paso County service area in person to develop or expand the Program every year of the program regarding the benefits.

The Proposer will be required to provide custom marketing to employers and the public using geographic information system (GIS) based mapping technology for the purpose of assisting the Proposer in Van Pool formation efforts.

The Proposer will maintain a database of employers and interested commuters. This database will support the Proposer's employer outreach efforts and contain employers located within the County service area. The employer database shall include information about employers who have received information/calls from the Proposer regarding the County Van Pool Program's products and services, and/or are interested in receiving calls regarding the Van Pool Program.

Marketing and outreach will be accomplished through the use of radio advertising, the Van Pool website and Facebook or similar social media site, and other suitable social media sites as determined by the County. The website will remain available for the term of the contract, including extensions for the general public to receive information concerning the operation of the Program, the emergency Ride Home Benefit Program and to receive information for existing vanpools.

Promotional efforts are to include working through the local news media, using paid advertising, distributing promotional materials and establishing personal contact with employers and other community groups.

The Proposer is also expected to develop and offer qualified program participation incentives, to attract both drivers and passengers.

All materials developed and paid for by the County under this contract are owned by the County and may not be used in any other program without written permission of the County.

The County must pre-approve in writing all marketing materials.

The Proposer will participate in government and community transportation-related efforts, assist government agencies in an advisory capacity and serve on task forces as requested.

The Proposer will furnish a toll free telephone line to provide information and assistance regarding the Van Pool vehicles.

The Proposer will furnish and install appropriate identifying decals, with prior approval from the County, on all vans provided.

MONTHLY REPORTING REQUIREMENTS:

- The Proposer shall provide monthly progress reports to the County to include documentation of monthly emission reductions as required by FHWA. Please provide a sample of your monthly emission reductions report.
- The Proposer shall submit to the County monthly invoices based on the approved El Paso County standard (to include sample spreadsheet Appendix A attached to this RFP). Financial incentives (subsidies) for each Van Pool can only be billed for a three year period. The invoices shall comply with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (OMB Uniform Guidance) that specifies that all reimbursed costs are allowable, reasonable, and allocable to the project.
- An indirect rate must be established to include the following items: office support personnel, office lease, equipment and office supplies, utilities and a management fee per federal and state financial management requirements. The indirect rate should be comparable to the services provided by the contractor in other areas of Texas. Documentation is required on how the rate is calculated. This information shall be included in the monthly invoice.
- Proposer shall submit a Public Transportation Statistical Report (PTSR) developed by the County to provide data required for TxDOT Report PTN-128 on a monthly basis.
- Proposer shall provide documentation of the change in the number of vanpools every month of the program.
- Proposer shall provide documentation of the change in the number of Van Pool participants every month of the program.
- Proposer shall provide documentation of the guaranteed rides home provided every month of the program.
- Proposer shall provide copies of promotional information used for marketing for every month of the program.
- Proposer shall provide documentation of promotional events attended for dissemination of information regarding the Van Pool Program every month of the program.
- Proposer shall provide documentation of the companies/businesses contacted regarding the benefits of the Van Pool Program every month of the program.
- Proposer shall share information with El Paso County concerning vehicles that are added, switched, or terminated within 30 days.

- At the request of the County, Proposer shall provide any information as requested by the State.

VEHICLES:

The Proposer will supply and finance the vehicles used in the Van Pool Program with no capital outlay from the County

The Proposer will provide vehicle licensing, vehicle registration and a vehicle maintenance program.

The fleet will consist of passenger vans (mini and maxi) configured to seat from 7 to 15 passengers, as required by the demand of the Van Pool groups. Once a group is formed, the Proposer will deliver the vehicle(s) not later than forty-five (45) days after the effective date of a fully executed driver agreement.

Following identification of a prospective vanpool, the Van Pool driver (and passengers) will select a van based on model availability, ridership, and price. In the event that the Van Pool group requires a van accessible to individuals with a disability, the Proposer will supply that van within 45 days.

The Proposer will assume full risk as lessor for any deficiency between vehicle selling prices and residual values as well as full responsibility for vehicles at the termination of any lease agreements or amortization schedules. Neither the County, Van Pool drivers, nor any other agencies shall be required to become obligated in any vehicle lease agreements.

The Proposer will render such other reasonable assistance as may be required for the functioning of the vanpool.

Vehicle Technical Specifications

The vans to be utilized for the El Paso County Van Pool Program, including all conversions, shall meet all applicable Federal Motor Vehicle Safety Standards as of the date of the manufacture.

The vans supplied shall conform to all applicable FMVSS, EPA, and to all other industry standards in effect at the time of delivery. Each component of the van offered shall be adequate for and compatible with all structural and performance demands placed upon it as a part of the complete unit. The dimensions, capacities, weights, and gauges stated in the written specifications are to be considered nominal unless otherwise stated as minimum, maximum, or exactly for specific strength fit or purpose.

The equipment supplied shall be based on a standard model, customized as necessary to meet the requirements of the specification. All workmanship and materials shall be of good quality and design.

These requirements are not meant to be restrictive in any way, but are intended to assure that all proposals for consideration will be of equal or similar design and capacity. The 7 to 15-passenger vehicles must meet or exceed the following minimum standards:

Comply with Title 49 Code of Federal Regulation, Part 571 the latest Federal Motor Vehicle Safety Standards (FMVSS) and Regulations to which manufacturers of motor vehicle and equipment items must conform and certify. This compliance includes part 571 Crash Avoidance and Post Crash, part 572 Crash Worthiness, part 531- 595; and standard 101-500 (See Appendix B).

All vehicles are to have full three (3) year or more warranty coverage as specified in manufacturer's literature as standard.

Modified Vehicles - Any Original Equipment Manufacturer (OEM) vehicle, which is subsequently modified, converted, altered, or completed by anyone (subsequently referred to as a Qualified Vehicle Modifier or QVM), in any manner, will affix an Modifier/Converter or Final Stage Manufacturers label to the "B" pillar as outlined in the standards. Any future vehicle deliveries will be subject to applicable "FMVSS" standards as they may apply at the time of vehicle manufacture. The QVM must provide:

(1) documented verification that the modifier/converter of the QVM vehicle has been approved for such work by the OEM and (1A) documentation demonstrating the Modifier/Converter of Final Stage Manufacturer has performed prior conversions in conformance with ISO 9001 and QS 9000 requirements and will perform requested conversions in this bid under the same guidelines and requirements, or documentation that the Modifier/Converter of Final Stage Manufacturer has demonstrated the engineering, production and quality processes equivalent to those standards mentioned in (1) and (1A), and will perform the requested conversions to make the vehicles in compliance with the requirements in this RFP under those same guidelines and requirements.

Companies will be required to submit an "in vehicle pull test" certification to show conformance of current vehicle chassis to FMVSS 207, 208 and 210 for seats and hardware. In addition, companies will be required to show certification of "in vehicle pull" testing to FMVSS 225, child restraint, and certification of conformance to FMVSS 105, 201, 209. All material utilized will require certification to show conformance to FMVSS 302 for flammability of materials. If any additional equipment is added, certification will be required showing that the OEM certification has not been altered or effected.

OEM vehicles meeting the same customer and vehicle requirements are acceptable.

Equipment for the Physically Challenged

Proposer shall provide lift-equipped vehicles for commuter Van Pool service, meeting American with Disabilities Act specifications. These vehicles shall have a minimum of a seven (7) passenger capacity (including driver). The number of vehicles needed will be specified by the participants, and any modifications to the vehicles shall be adequate and appropriate, and conform to federal regulations and specifications, in order to accommodate the wheelchair inside the vans. The vehicles shall adhere to all code specifications and comply with all federal regulations where appropriate. The cost of any vehicle modifications needed to meet ADA requirements is the responsibility of the Proposer.

FLEET MAINTENANCE & ADMINISTRATION:

The Proposer shall be required to provide both preventative maintenance and vehicle repair for all vehicles throughout the duration of the contract, as described below:

Preventive Maintenance

The Proposer shall be responsible for developing a preventative maintenance schedule for all vehicles. This preventive maintenance schedule shall at a minimum thoroughly outline maintenance responsibilities based on the manufacturer's preventive maintenance program.

Unscheduled maintenance shall be coordinated by the Van Pool driver with the Proposer, as needed.

Vehicle Repair

The Proposer shall be responsible for developing and implementing vehicle repair procedures, including a list of all service establishments where repair work and preventive maintenance will be done. The Proposer will assure that all vehicle repairs are accomplished in a timely manner. A back-up van will be made available to the Van Pool group whenever the regularly assigned van is out of service due to scheduled or unscheduled maintenance or repair.

Licensing and Title

All Van Pool vehicles which are to be placed in service shall be inspected, licensed and registered in accordance with applicable State of Texas and local laws. This shall be the responsibility of the Proposer.

Accident and Subrogation Management Services

Proposer shall describe their capabilities regarding accident repair and subrogation processes including:

- Towing arrangements (24 hour service required)
- Appraisals and photographs
- Salvage
- Claims recovery assistance
- Coordination of subrogation and loss recovery
- Third party physical damage claims
- Physical damage repairs
- Reporting associated with accident, subrogation claims, recoveries and legal proceedings
- Accident activity report

Fleet Administration

The Proposer shall maintain appropriate accounting and auditing records and controls in accordance with generally accepted accounting principles. Financial records associated with the program shall be made available to the County, TxDOT, FTA or the FHWA for audit inspections under the terms of the contract.

Insurance

The Proposer shall certify that adequate insurance coverage, as specified below, for the operations of all Van Pool vehicles shall be in effect;

- Automobile Liability - Bodily Injury and Property Damage combined \$1,000,000 for each occurrence
- General Liability - \$1,000,000 for each occurrence
- Collision and Comprehensive - Full-value, including fire and theft
- Worker's Compensation (for Proposer's employees)

Regarding Van Pool drivers and passengers, Worker's Compensation policies and unemployment compensation coverage are expected to come from the driver's or passenger's employer.

The Proposer shall be responsible for providing this coverage with zero-deductible to all Van Pool groups. Evidence of insurance certificates shall be provided by the successful Proposer naming the County as an additional insured on the Proposer's policy.

The Proposer will be required to release, indemnify, and hold harmless the County, its agents and its employees from any claim or liability for property damage or bodily injury, including death, which may arise out of third party Proposer's operation under the contract.

DRIVER SELECTION AND SAFETY:

The Proposer shall submit their requirements for Van Pool participant drivers, selection of drivers, driver safety, and related policies and procedures. Van Pool Program
Proposer shall ensure the following responsibilities are included in its Van Pool policies and procedures.

The Proposer shall enter into an operating agreement with each Van Pool driver which will include the following provisions:

- The Van Pool driver will participate in the Van Pool Program and will use the van to pick up, transport, and deliver other Van Pool participants to and from their residences (or other agreed upon locations), and their places of employment (or other agreed upon locations).
- Van Pool drivers are not allowed to use vans as a source of additional income, such as: jitneys, taxicabs, commercial carriers, etc., or for use as part of any Transportation Network Company such as Uber or Lyft. Any violation in this area may result in a suspension of the driver's benefits and/or suspension of the Van Pool program.
- The Van Pool driver will, when requested, be available to participate in basic driver training/safety awareness orientation, and will cooperate with respect to obtaining the motor vehicle record of driver.
- The Van Pool driver shall not consent to the use of the Van Pool vehicle by anyone other than an authorized driver.
- The Van Pool driver will return the vehicle in the same condition, and with all the equipment and documents, as when delivered, except for ordinary wear and tear and damage which is subject of pending collision or comprehensive insurance claim.
- The Van Pool driver is responsible for scheduling and ensuring the van's availability for maintenance service when needed, and will maintain a clean vehicle - exterior and interior.
- The Van Pool driver will operate the vehicle in accordance with all applicable laws, ordinances, rules and regulations.
- The Van Pool driver shall in case of accidents or other loss or damage to or involving the vehicle, immediately report to the Proposer any accident involving bodily injury or loss;
- The Van Pool driver shall complete and file a written accident report; and cooperate fully with the Proposer in all accident investigations and/or settlements.

- The Van Pool driver will forward payments to the Proposer in the amount due for the monthly fee as may be determined by the Proposer, excess mileage charges, late fees, or returned check charges.
- The Proposer will credit the Van Pool driver on a prorated basis, based upon a 30-day month, for the period of time that the vehicle is inoperable due to accident damage or mechanical failure, until such time as a back-up vehicle is made available by the Proposer.
- The Proposer will be responsible for the cost of arranging to have the vehicle towed to the nearest authorized service facility when the vehicle is inoperable.
- The Proposer will provide automobile liability insurance.
- The Proposer will assume the risk of loss of or damage to any vehicle supplied by the Proposer.
- The Proposer will indemnify the Van Pool driver against liability claims resulting from the operation of the vehicle, except during unauthorized use.
- A Van Pool driver will be required to provide 30-days written notice to the Proposer of their intent to terminate.

The Proposer's current driver/participant agreement must be included with the proposal.

Compliance with Laws. Proposer must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this grant, including without limitation workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, licensing laws, regulations, and the Texas Uniform Grant Management Standards. When required, Proposer shall furnish the State with satisfactory proof of compliance reporting and record retention requirements.

ALTERNATIVE PROPOSED SERVICES

The County encourages the introduction of federal funding program opportunities (i.e. FTA's Capital Cost of Contracting policy) to maximize the potential for individuals to participate in a vanpooling arrangement. Proposer should explain its understanding of applicable federal funding programs, its past experience in utilizing federal funding programs, and their applicability to the El Paso County Van Pool Program and the impact on monthly passenger charges.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND MINORITY OWED BUSINESS (MBE) PARTICIPATION

The Proposer will cooperate with the County in meeting its commitment to goals regarding maximum utilization of DBE/WBE's requirements established in 49 CFR Part 26. The Proposer will use its best efforts to insure that DBEs shall have maximum practicable opportunity to compete for work under this project. The Proposer shall furnish to the County documentation showing the effort used to utilize DBE/MBE's. Any such utilization should be included in the proposal.

PROPOSAL FORMAT:

Instructions to Proposers

Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on white 8 1/2" X 11" pages, neatly typed in a 12 pt. font on one side only, with normal margins and spacing. All documents and information must be fully completed and signed as required. The document package copies should be individually bound. Proposals that do not include the required documents may be deemed non-responsive and may not be considered for contract award. The maximum number of pages for the proposal is 50 pages including attachments but not including required County forms.

CONTENTS OF PROPOSAL:

Cover Page

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

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

Table of Contents

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

Executive Summary

State how Proposer meets the minimum qualifications listed:

1. Proposer must have a minimum of three (3) years of demonstrated Van Pool management and operation experience.
2. Proposed office manager supervising the local office shall have at least 2 years of Van Pool management experience.
3. Proposers must be licensed to provide Van Pool management and operations in Texas.
4. Proposer must certify its eligibility to receive federal funds, and when requested by the State, furnish a copy of its certification.

5. The Proposer, including its principals, shall not be debarred from receiving federal grant funds.
6. The Proposer must have sufficient financial resources to procure or lease vehicles for this program, and run the overall program with its employees.
7. Proposer shall establish an office in El Paso County to administer this program.
8. The Proposer shall have three (3) references whom the County may contact to verify services provided. References must be from other government agencies or corporations in which the Proposer is currently providing or recently provided similar Van Pool management services.
9. The Proposer must agree to comply with the rules, regulations, and contract standards established by the granting agencies for grant funding, Provide a brief summary describing the Proposer's ability to perform the work requested in this RFP; a history of the Proposer's background and experience in providing similar services; the qualifications of the Proposer's personnel to be assigned to this project; the subcontractors or sub consultants and a brief history of their background and experience; and, any other information called for by this RFP which the Proposer deems relevant, including any exceptions to this RFP. This summary should be brief and concise to advise the reader of the basic services offered, experience and qualifications of the Proposer, staff, subcontractors or sub consultants and any other relevant information.

Technical Information

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

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

The Proposer shall submit their vehicle repair and maintenance plan, current contracts and/or anticipated contracts.

The Proposers, as part of their proposals, may include an incentive program to promote the development of the Van Pool Program and to encourage potential Van Pool candidates to participate in the program.

Timeline – Proposer shall include a project timeline stating activities and the week or month in which activity will be completed. Assume start of contract is May 11, 2020.

Proposer's Experience and Past Performance

The Proposer should demonstrate that it has the indirect cost proposal, the management capability, the van procurement experience, the financial and human resources, and the vehicles to meet the objectives of the Van Pool Program within the time schedules and costs presented in the proposal.

The proposal shall contain a description of the firm's experience with vanpools and/or performing services similar to those described by the RFP.

The proposal shall describe the Proposer's past performance and experience and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served.

The proposal shall provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project: (i) the client, (ii) description of work, (iii) contract duration, (iv) customer contact person and phone number for reference, and (v) statement or notation of whether the Proposer is/was the prime Proposer or subcontractor or sub consultant. Where possible, list and describe those projects performed for government clients or private entities. (These can be the same 3 references as listed under "Minimum Qualifications")

The Proposer shall provide information demonstrating its past experience in collecting and reporting NTD data on behalf of other public agencies.

The proposal shall describe any other experiences related to the work or services described in the Scope of Services, and any other information which may be specific to the required services to be provided (e.g. software/hardware information, training, etc.).

Key Personnel

Provide an organization chart showing all individuals, including their titles, to be assigned to this project as well as a statement of their qualifications and experience in the field of commuter vanpooling. This chart must clearly identify the Proposer's employees.

Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key individuals and subcontractors or sub consultants who will be assigned to this project. This information shall include the functions to be performed by the key individuals.

Provide resumes with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project. All key personnel includes all partners, managers, seniors and other professional staff that will perform work and/or provide services in conjunction with this project.

COST PROPOSAL:

The Proposer shall provide the indirect rate as represented by a percentage of total cost of the Van Pool Program.

The indirect rate should be comparable to the services provided by the contractor in other areas of Texas, or wherever provider has current contracts for Van Pool services. Documentation is required as to how the rate was calculated is to be provided and be in accordance with required federal Van Pool guidelines. The documentation should include the underlying financial data that was utilized to calculate and support this cost.

The successful Proposer will be required to establish a separate project account and establish and maintain appropriate accounting and auditing records which shall be available to County or its designated representative for inspection and audit.

CLIENT Reference Form

Three (3) applicable references are required.

Note: Reference responses count as part of the overall score in this category. Ensure that provided references are willing to respond, as each non-responses count as a zero in scoring of this criteria.

Vendor name: _____

Customer name: _____

Customer contact: _____

Customer phone number: _____

Customer E-mail address: _____

Duration of Contract: _____

Vendor name: _____

Customer name: _____

Customer contact: _____

Customer phone number: _____

Customer E-mail address: _____

Duration of Contract: _____

Vendor name: _____

Customer name: _____

Customer contact: _____

Customer phone number: _____

Customer E-mail address: _____

Duration of Contract: Two (2) years _____

ATTACHMENT B: DBE GOOD FAITH EFFORT FORMS

Forms 1 and 2 are required only if any services under this contract will be subcontracted to a DBE.

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned offeror has satisfied the requirements of the Proposal specification in the following manner (please check the appropriate space):

_____ The offeror is committed to a minimum of _____ % DBE utilization on this contract.

_____ The offeror (if unable to meet the DBE goal of _____%) is committed to a minimum of _____% DBE utilization on this contract a submits documentation demonstrating good faith efforts.

Name of offeror's firm: _____

State Registration No. _____

By _____
(Signature) Title

FORM 2: LETTER OF INTENT

Name of offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____
(Signature)(Title)

If the offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

ATTACHMENT C: ACKNOWLEDGMENT OF ADDENDA - EL PASO COUNTY RFP
Management, Operation, and Marketing of a Commuter Van Pool Program For El Paso County, Texas

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Offeror:

Name

Street Address

City, State, Zip

Signature of Authorized Signer

Title

Phone

ATTACHMENT D: REQUIRED CERTIFICATIONS AND ASSURANCES

I. FOR ALL BIDS:

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with Federal Transit Administration (FTA) funds. Vendors are certifying by reference the entire list of FTA FY 2019 Certifications and Assurances, and shall download the same at: <https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/grants/grantee-resources/131551/2019-certifications-and-assurances.pdf>

A. Disadvantaged Business Enterprises (DBE) Certification

The vendor will provide products compliant with 49 CFR 26.49 regarding the vehicle manufacturer's overall DBE goal.

B. Access to Third Party Contract Records

As required by 49 U.S.C. § 5325(g). The VENDOR agrees provide sufficient access to records as needed to assure proper project management and compliance with Federal laws and regulations.

C. Interest of Members of or Delegates to Congress

The vendor certifies that no member of or delegate to the Congress of the United States (US) shall be admitted to any share or part of this contract or to any benefit arising there from.

D. Prohibited Interest

The vendor certifies that no member, officer or employee of the Public Body or of a local public body during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

E. Cargo Preference - Use of United States-Flag Vessels

The vendor agrees: a. to use privately owned US -Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the US or within 30 working days following the date of loading for shipments originating outside the US, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading).

F. Energy Conservation

The vendor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

G. No Obligation by the Federal Government

The Purchaser and vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract).

H. Program Fraud and False or Fraudulent Statements or Related Acts

The vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. The vendor certifies truthfulness and accuracy of

any statement it makes pertaining to the FTA-assisted project. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as deemed appropriate. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement submission, or certification to the Federal Government relating to the FTA-assisted project, per 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, as deemed appropriate.

I. Contract Work Hours

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation**; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor & any subcontractor responsible therefore shall be liable for unpaid wages and shall be liable to the United States for liquidated damages which shall be computed for each individual laborer, mechanic, watchman or guard employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day that an individual was required / permitted to work over 40 hours in a workweek without payment of overtime wages required by the clause in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The purchaser shall upon its own action or upon written request of the Department of Labor (DOL) withhold or cause to be withheld, from any money payable for work performed by the contractor or subcontractor under any contract or other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as set-forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall include the clauses set forth in this section and require the same from subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these clauses.

(5) **Payrolls and basic records** - Payrolls and related basic records shall be maintained by the contractor during the course of the work and preserved for three years thereafter for all laborers and mechanics working at the work site (or under the United States Housing Act of 1937 or the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records showing that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records of the costs anticipated or actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of registration of apprenticeship programs,

certification of trainee programs, registration of the apprentices and trainees, and ratios & wage rates prescribed in applicable programs.

J. Civil Rights

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act (CRA), as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, the vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VI of the CRA, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The vendor agrees to take affirmative action to ensure that applicants are employed & treated during employment without regard to their race, color, creed, national origin, sex or age. Action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. §623 and 49 U.S.C. §5332), the vendor agrees to refrain from discrimination against present and prospective employees for reason of age and comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act (42 U.S.C. §12112), the contractor agrees to comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. and to comply with any implementing requirements FTA may issue.

K. Altoona Test Certification (for rolling stock purchases) (Check one of the following):

- The vehicle has been Altoona tested, report number: _____
- The vehicle is exempt from testing IAW 49 CFR 665.
- The vehicle is currently being tested at Altoona.

Funds will not be released until the purchasing agency gets a copy of the Altoona test report, as appropriate, per 49 CFR 665.

L. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required

by DOT, as set forth in FTA circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any transit agency requests which would cause the transit agency to violate FTA terms and conditions.

M. Application of Federal, State, & Local Laws, Regulations, & Directives (Federal Changes)

The VENDOR agrees that Federal laws and regulations control project award and implementation. The VENDOR understands and agrees that unless the recipient requests FTA approval in writing, the VENDOR may incur a violation of Federal laws or regulations or this agreement if it implements an alternative procedure or course of action not approved by FTA. The VENDOR understands and agrees that Federal laws, regulations, and directives applicable on the date on which Federal assistance is awarded may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date the project agreement is effective, and might apply to that project agreement. The VENDOR agrees that the most recent versions of such Federal laws, regulations, and directives will apply to the administration of the project at any particular time.

N. Right of the Federal Government to Terminate

Upon written notice, the VENDOR agrees that the Federal Government may suspend or terminate all or any part of Federal assistance if terms of the project agreement are violated, if the Federal Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of Federal assistance for the Project, if reasonable progress on the Project is not made, if there is a violation of the project agreement that endangers substantial performance of the Project, or if the Federal Government determines that Federal assistance has been willfully misused by failing to make appropriate use of Project property. Termination of Federal assistance for the Project will not typically invalidate obligations properly incurred before the termination date to the extent those obligations cannot be canceled. The Federal Government reserves the right to require the refund of the entire amount of Federal assistance provided for the Project or a lesser amount.

O. Disputes, Breaches, Defaults, or Other Litigation

The VENDOR agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

- a. **Notification to FTA.** The VENDOR is aware that recipients of Federal assistance must notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the administration or enforcement of Federal laws or regulations. If the Federal Government is to be named as a party to litigation for any reason, in any forum, the appropriate FTA Regional Counsel is to be notified in writing before doing so.
- b. **Federal Interest in Recovery.** The VENDOR is aware that the Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery.
- c. **Enforcement.** The VENDOR agrees to pursue its legal rights and remedies available under any third party contract or available under law or regulations.
- d. **FTA Concurrence.** The VENDOR is aware that FTA reserves the right to concur in any compromise or settlement of any claim involving the Project.
- e. **Alternative Dispute Resolution.** The VENDOR is aware that FTA encourages the use of alternative dispute resolution procedures, as may be appropriate.

P. Fly America

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Q. Recycled Products

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR 247.

R. Access for Individuals with Disabilities

The VENDOR agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The VENDOR also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S. C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that

may be applicable. In addition, the VENDOR agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S.

DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

II. Federal Motor Vehicle Safety Standards (FMVSS) Certification (for rolling stock purchases)

Any vehicles provided by the vendor will comply with all applicable FMVSS. The vendor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

FMVSS Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

III. REQUIRED CLAUSES FOR BIDS OVER \$100,000:

The vendor agrees to include the following in subcontracts exceeding \$100,000 financed by the FTA, and certifies the following:

A. Debarment and Suspension

The vendor hereby certifies that it and its principals have not presently or within a three year period been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal agency; and the vendor hereby certifies that it and its principals have not presently or within a three-year period been convicted of or had a civil judgment rendered against them for the commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) 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.

B. Clean Water & Air

The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§7401 et seq. The vendor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the FTA and the EPA.

IV. REQUIRED CERTIFICATIONS FOR BIDS OVER \$100,000:

The vendor agrees to include the following in subcontracts exceeding \$100,000 financed by the FTA, and certifies the following:

A. Buy America (Check where applicable):

- The vendor or offeror hereby certifies it will comply with the requirements of 49 USC 5323(j) and the applicable regulations in 49 CFR 661, providing Buy America compliant manufactured goods.

- The vendor or offeror cannot comply with the requirements 49 USC 5323(j), but may qualify for an exception to the requirement pursuant to the regulations in 49 CFR 661.

Buy America Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

B. Non-Lobbying

The undersigned certifies to the best of his or her knowledge and belief that:

- 1) 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 any officer or employee of an agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- 2) 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 any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Lobbying and Disclosure Certification

Name of Company	Address
	Printed Name of Person Completing Form
Telephone	Signature

V. SPECIAL PROJECT TYPE PROVISIONS - the following addenda are attached and endorsed as appropriate:

- Construction or Architectural & Engineering Projects
- Intelligent Transportation System or Research & Development
- Transit Operations or Management Projects

VI. CERTIFICATION TO PURCHASER:

- A. The undersigned vendor certifies that the manufactured good(s) furnished will meet or exceed the specifications, and/or that services rendered will comply with the terms of the solicitation or contract.
- B. The undersigned vendor certifies that it has read all of the Proposal, Proposal Addenda, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

Date	SS# or Tax ID #	
Description of Commodity or Service		
Disadvantaged Business Enterprise Information	Type of Organization	
	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> General Proprietorship
Is your firm a DBE? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Partnership
If yes, what type?	<input type="checkbox"/> Limited Proprietorship	

General Provisions County of El Paso, Texas

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

1. BID/PROPOSAL PACKAGE

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

2. COMPETITIVENESS AND INTEGRITY

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

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

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

3. BIDDERS'S/PROPOSER'S RESPONSIBILITY

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

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

4. REJECTION OF BIDS/PROPOSALS

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

5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

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

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

6. SUBSTITUTES

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

7. EXCEPTIONS TO BID/PROPOSAL

The proposer will list on a separate sheet of paper any exceptions to the conditions of the bid/proposal. This sheet will be labeled, "Exceptions to Bid/Proposal Conditions", and will be attached to the bid/proposal. If no exceptions are stated, it will be

understood that all general and specific conditions will be complied with, without exception.

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

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

8. PRICING

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

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

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

9. TAX EXEMPTION

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

10. MODIFICATION OF BIDS/PROPOSALS

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

11. SIGNATURE OF BIDS/PROPOSALS

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

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

Pursuant to the Texas Local Government Code

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

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

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

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

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

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

13. PUBLIC INFORMATION ACT

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

provide notice to Bidder/Proposer in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret.

14. RESULTANT CONTRACT

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

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

15. ESTIMATED QUANTITIES

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

16. CONTRACTOR INVESTIGATION

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

17. NO COMMITMENT BY COUNTY

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

18. BEST AND FINAL OFFERS

In acceptance proposals, the County reserves the right to negotiate further with one or more of the contractors as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County. This includes solicitations of a Best and Final Offer from one or more of the proposers. If invoked, it allows acceptable proposers the opportunity to amend, change or supplement

their original proposal. Proposers may be contacted in writing requesting that they submit their best and final offer. Any such best and final offer must include discussed and negotiated changes.

19. SINGLE BID/PROPOSAL RESPONSE

If only one (1) bid/proposal is received in response to the Request for Bids/Proposals, a detailed cost bid/proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost bid/proposal in order to determine if the price is fair and reasonable.

20. REJECTION/DISQUALIFICATION OF BIDS/PROPOSALS

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

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

21. CHANGES IN SPECIFICATIONS

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

22. BID/PROPOSAL IDEAS AND CONCEPTS

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

23. BID/PROPOSAL DISCLOSURES

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

The Proposal for Services: Only the names of those who submitted proposals will be made public information until an award is made by Commissioners' Court and contract executed by the parties. No price, staffing or other proposal information will be released. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any

County employee, other than the Purchasing Agent, regarding whether a proposal was received. Violations of this provision may result in the rejection of a proposal.

24. WITHDRAWAL OF BID/PROPOSAL

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

25. INDEMNIFICATION

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

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

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

26. PROOF OF INSURANCE

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

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

GENERAL LIABILITY:

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

AUTOMOBILE:

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

WORKERS COMPENSATION:

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

CONSTRUCTION PROJECTS additional requirements:

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

PROFESSIONAL SERVICES additional requirements:

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

CERTIFICATE OF LIABILITY INSURANCE

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

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity. The County agrees to provide Bidder with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand or cause of action

at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Bidder. In no event shall the County be liable for any damage to or destruction of any property belonging to the Bidder.

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

The County reserves the right to review the insurance requirements during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the contractor.

27. BOYCOTT OF ISRAEL

In accordance with Chapter 2270 of the Texas Government Code, a company, other than a sole proprietorship, with ten or more full time employees is required to certify in writing that it does not boycott Israel and will not boycott Israel during the term of the contract, if the contract has a value of \$100,000 or more.

28. MANDATORY DISCLOSURES:

Texas law requires the following disclosures by vendors:

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

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

Disclosure of Interested Parties (only required of vendors who are awarded the Bid/RFP/RFQ)

In 2015, the Texas Legislature added Section 2252.908 to Chapter 2252 of the Texas Government Code. Pursuant to Section 2252.908, for contracts entered into January 1, 2016 and after, the awarded vendor must submit to the County a completed "Certificate of Interested Parties" form, which will be included in the Commissioners Court agenda at the time the contract is approved and sent to the Texas Ethics Commission within 30 days thereafter.

Compliance with this new requirement requires logging into the Texas Ethics Commission website, at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm Several instructional videos are available there.

29. NON-COLLUSION AFFIDAVIT

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

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

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

30. SOVEREIGN IMMUNITY

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

31. MERGERS, ACQUISITIONS

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

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

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

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

32. DELAYS

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

33. ACCURACY OF DATA

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

34. SUBCONTRACTING/ASSIGNMENT

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

35. INDEPENDENT CONTRACTOR

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

36. MONITORING PERFORMANCE

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

The County of El Paso is an equal opportunity employer.

37. PROCUREMENT ETHICS

CODE OF ETHICS TRAINING AFFIDAVIT FORM

El Paso County Code of Ethics Training Requirement for Vendors:

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

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

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

http://www.epcounty.com/ethicscom/trainingvendor_files/frame.htm

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

COUNTY OF EL PASO, TEXAS

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

Instructions for the certifications:

General Requirements

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

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

1. LOBBYING

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

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

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

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

1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

2. DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

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

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

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

HEALTH INSURANCE BENEFITS QUESTIONNAIRE

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

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

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

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

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

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

*

* This page must be included in all responses.



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

RE: RFP 20-022, Management, Operation and Marketing of a Commuter Van Pool Program for the County of El Paso

Dear Vendor:

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

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

County Officers: County Judge Ricardo A. Samaniego
Commissioner Carlos Leon
Commissioner David Stout
Commissioner Vincent M. Perez
Commissioner Carl L. Robinson

County Employees: Debra Carrejo-Trull CPPO, CPPB-Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Betsy Keller, County Administrator
Elvia Jauregui, Formal Bid Supervisor/Buyer
Araceli Hernandez, Formal Bid Buyer
Blanca Guereca, Procurement Data Analyst
Oscar Avila, Procurement Data Analyst
Edward Dion, County Auditor
Barbara Franco, Auditor First Assistant
Wallace Hardgrove, Budget & Financial Manager
Christina Ford, Division Chief
Eddie Sosa, First Assistant County Attorney
Chris Sullivan, Sr. Trial Attorney
Michael Martinez, Administration
Lorena Rodriguez, Analyst
Hopeton R. Staple, Fleet Operations Director
Jose M. Landeros, Director Planning and Development
Sal Alonso, Transportation Manager
Reyna Mayorga, Transit Planner
Daniel Marquez, Engineering Associate Technician

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

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <hr/> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>	

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

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

Effective January 1, 2016, Texas Legislature adopted [House Bill 1295](#), which states that a governmental agency may not enter into certain contracts with a business entity, unless the business entity submits a disclosure of interested parties to the governmental entity. **This Certificate of Interested Parties - Form 1295 must be submitted before the county can enter into the contract**

- The Form 1295 must be submitted online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
- Upon completion, you will be provided a verification printout.
- The printout must be notarized and then submitted to the County of El Paso for verification.

Upon the County's receipt of your notarized Form 1295, the contracting process can begin. Failure to complete and submit the Form 1295 will delay the contract from possibly being awarded and could result in loss of the contract

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

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

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

5 Check only if there is NO Interested Party.

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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

ADD ADDITIONAL PAGES AS NECESSARY

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

**RFP 20-022
Management, Operation and Marketing of a Commuter
Van Pool Program for the County of El Paso**

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Thursday, April 2, 2020. Did you visit our website (www.epcounty.com) for any addendums?

_____ Did you sign the Proposal Signature Page?

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

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

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

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

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

_____ Did you provide one original and six (6) electronic versions of the complete proposal (CD/DVD/Flashdrive) in Word/PDF Format? Electronic copies must reflect original hard copy.